



NEC3 Term Service Contract (TSC3)

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

and

**for Provision of GIS and Remote Sensing Services and
spatial datasets on an as and when required basis for
a period of 05 years (60 Months).**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of GIS and Remote Sensing Services and spatial datasets on an as and when required basis for a period of 05 years(60 Months).

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	Refer to C2.2 Price List
	Sub total	Refer to C2.2 Price List
	Value Added Tax @ 15% is	Refer to C2.2 Price List
	The offered total of the amount due inclusive of VAT is	Refer to C2.2 Price List

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:

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		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Employer**

Signature

Name

Capacity

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

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	[Insert at Contract Award]
	Address	[Insert at Contract Award]
	Tel	[Insert at Contract Award]
	Fax	[Insert at Contract Award]
	e-mail	[Insert at Contract Award]
11.2(2)	The Affected Property is	None
11.2(13)	The <i>service</i> is	GIS and Remote Sensing (RS) services and spatial datasets

11.2(14)	The following matters will be included in the Risk Register	1. Service disruption due to system glitches 2. unavailable, incomplete or inaccurate Source data 3. Information-security or confidentiality breach
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks
3	Time	
30.1	The <i>starting date</i> is	TBC
30.1	The <i>service period</i> is	05 Years (60 Months)
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th 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	For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services. For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.
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 Rand.

6	Compensation events	Applicable per Section 6 of the NEC 3 TSC (April 2013).
7	Use of Equipment Plant and Materials	The <i>Employer</i> will not provide any Plant & Materials required by the <i>Contractor</i> to perform the <i>service</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	as identified by the Parties to the contract from time to time and recorded in the Risk Register.
83	Insurance	Refer to Z clause 12
9	Termination	As per terms and conditions of the NEC3 Term Service Contract April 2013 (TSC3)
10	Data for main Option clause	
A	Priced contract with price list	As stated in C2.2
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	Four (4) weeks /One (1) month
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	

X1	Price adjustment for inflation	The escalation is effective 16 months from the base date as per the Procurement Instruction 03 of 2024.		
X1.1	The <i>base date</i> for indices is	One month prior to tender closing date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	Linked to index for	Index prepared by
		0.85	Consumer Price Index (CPI)	Statistics South Africa (Stats SA)
			Non-adjustable	
		<u>0.15</u> 1.00		
X2	Changes in the law	of South Africa is a compensation event if it occurs after the Contract Date		
X2.1		A change to the law of the Republic of South Africa is a compensation event if it occurs after the Contract Date and directly affects the Contractor's cost of Providing the Service or the time required to Provide the Service.		
X2.2		For the purposes of this contract, a change in the law includes: • the enactment of new legislation; • amendments to existing legislation; • the introduction, amendment or withdrawal of regulations, directives, codes, standards or mandatory requirements issued by a statutory authority; and • changes in taxation, customs duties, levies, licence fees or statutory charges applicable to the Service.		
X2.3		The Contractor shall demonstrate to the satisfaction of the Service Manager that the change in law has directly and materially affected the cost of Providing the Service or the time required to Provide the Service before any adjustment is assessed as a compensation event.		
X17	Low service damages	the Contractor pays the amount of low service damages stated in the service level table.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Total value of the revenue lost due to contractor's negligence.		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Not applicable
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total value of the revenue lost due to contractor's negligence
X18.5	The <i>end of liability date</i> is	Three (3) years after the end of the service period.
X19	Task Order	Work will be done only after a contractor has received and signed a Task Order, issued by the service manager (that contains the Contract No, Purchase Order No, Scope, price per deliverable, method of delivery and start date and completion date) as a form of acceptance
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property.
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action

means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *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, 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
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e., a level of 50% of the OEL, i.e., 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e., a SANAS accredited, and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA

approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*.

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)² 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.

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:	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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	Part 2: C2.2
11.2(19)	The tendered total of the Prices is	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees: N/A

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>	1

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the Contractor's plan

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

4. Preparing the price list

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link operations shown in his plan to items shown in the Price List.
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed

- items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the price list

Category 1: Spatial Data Acquisition and Maintenance

Item No.	National Data Set Description	No of updates per year	Price Y1 excl. VAT	Price Y2 excl. VAT	Price Y3 excl. VAT	Price Y4 excl. VAT	Price Y5 excl. VAT	Total Price excl. VAT
1.1	Points of Interests (points)							
1.2	Road dataset (lines)							
1.3	Living Standard Measure / Neighbourhood lifestyle Index (polygon)							
1.4	Suburbs (polygon)							
1.5	Address dataset (points)							
1.6	Towns (polygons)							
1.7	Deeds / immovable property ownership							
1.8	Solar panel footprint (polygon)							
1.9	New Development locations (Polygon)							
1.10	Accident Hot Spots (points)							
	Subtotal							

Category 2: Spatial Data Collation

Item No.	Resource Profile	Unit	Rate excl. VAT
2.1	Candidate Geomatics Professional	Hour	
2.2	Geomatics - GISc Technician in Training	Hour	
2.3	Geomatics / GISc Technician	Hour	
2.4	GISc Technologist	Hour	
2.5	GISc Professional Practitioner	Hour	

Category 3: Spatial Data Creation and Development

Item No.	Resource Profile	Unit	Rate excl. VAT
3.1	Candidate Geomatics Professional	Hour	
3.2	Geomatics - GISc Technician in Training	Hour	
3.3	Geomatics / GISc Technician	Hour	
3.4	GISc Technologist	Hour	
3.5	GISc Professional Practitioner	Hour	

Category 4: GIS and Remote Sensing Data Analysis & Feature extraction

Item No.	Resource Profile	Unit	Rate excl. VAT
4.1	Candidate Geomatics Professional	Hour	
4.2	Geomatics - GISc Technician in Training	Hour	
4.3	Geomatics / GISc Technician	Hour	
4.4	GISc Technologist	Hour	
4.5	GISc Professional Practitioner	Hour	

Item No.	Service Item	Unit	Quantity	Rate excl. VAT	Price excl. VAT
4.6	Point feature extraction for project areas below 1km ²	km2	1		
4.7	Line feature extraction for projects with lines below 1km	km	1		
4.8	Polygon feature extraction for project areas below 1km ² e.g.	km2	1		
4.9	Point feature extraction for project areas between 1 and 10 km ²	km2	10		
4.10	Line feature extraction for projects with lines between 1 and 10 km	km	10		
4.11	Polygon feature extraction for project areas between 1 and 10 km ²	km2	10		
4.12	Point feature extraction for project areas between 10 and 100 km ²	km2	100		
4.13	Line feature extraction for projects with lines between 10 and 100 km	km	100		
4.14	Polygon feature extraction for project areas between 10 and 100 km ²	km2	100		
	Subtotal				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.1	<i>Employer's</i> Service Information	10
	Total number of pages	11

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

1.1 Executive summary

The Geographic Information System (GIS) Centre of Excellence, which is part of Eskom Distribution, Technology & Engineering, is responsible for the provision of GIS products and services to all Divisions within Eskom. These services include, but not limited to GIS and Remote Sensing (RS) data acquisition, hosting, analysis and deployment.

1.2 Employer's requirements for the service

The scope of work has been grouped into four (4) categories as indicated below. The service providers should indicate the level of capabilities per category. It is not compulsory for the service provider to be 100% competent in all categories.

Category 1: Spatial Data Acquisition and Maintenance

- Acquisition of core and supplementary datasets which include:
 - Cadastral
 - Transportation
 - Points of Interests
 - Living Standard Measure
 - Suburbs
 - Towns
 - National Address
 - Spatial data from government departments (e.g. Demarcation, Agriculture, Forestry, Statistics South Africa)

Category 2: Spatial Data Collation

- Collation of spatial data required by various business sections which includes but is not limited to:
 - Renewable Energy Resources
 - Network Planning
 - Land Development
 - Land and Rights
 - Grid Planning
 - Electrification Planning
 - Primary Energy

Category 3: Spatial Data Creation and Development

- Creation of the following datasets as per specification given with task order
 - Building Count
 - Land Cover
 - Land Use
 - Geometric network

Category 4: GIS and Remote Sensing Data Analysis

- Data Processes
- Data analysis and modelling (e.g. Site/ Route Selection)
- Application/solution development
- Image processing
- Feature extraction
- Model Building (e.g. Socio-economic scenarios)

2. Specification of Product or Goods

All spatial and related attribute data generated in any part of the Eskom project life cycle will be deemed to be the property of Eskom Holdings SOC Ltd. All spatial and related attribute data will be delivered to Eskom Holdings in an electronic GIS format as specified below, via the approved file transfer facility.

- a) Spatial reference system
 - Geographic
 - Decimal Degrees
 - Ellipsoid: WGS84
 - Datum: Hartebeeshoek94

Feature types or datasets recorded in different spatial reference systems must be provided in separate data folders as part of the deliverable. Each data folder should indicate the coordinate system used.
- b) Data format

A GeoPackage containing feature and object classes; or shape files, unless otherwise specified.
- c) Data Quality and Assurance

Quality checking and data cleaning must be carried out by data provider/ contractor before hand over to Eskom. The QA process must cover the following elements:

- o **Positional Accuracy:** The closeness of coordinate values in the dataset to their true or accepted positions on Earth. This includes both **horizontal** (latitude/longitude) and **vertical** (elevation) accuracy.
- o **Attribute (Thematic) Accuracy:** The correctness of non-spatial information attached to geographic features, such as street names, population counts, or land-use classifications.
- o **Logical Consistency:** The degree of adherence to logical rules in the data structure and relationships. This includes **topological consistency** (e.g., no gaps or overlaps in polygons) and **domain consistency** (values falling within valid ranges).
- o **Completeness:** Measures the presence or absence of features, attributes, and relationships. It is assessed via omission (missing data) and commission (excess data not required).
- o **Temporal Quality:** The accuracy of time-related information, including the date of data collection and the frequency of updates to ensure the data is current.
- o **Lineage (Genealogy):** A detailed history of the dataset's creation, including source materials, transformation methods, and processing steps.

d) Metadata

Metadata which provides information about a feature type or dataset, such as the source of the data, publication date, data processing and contact details should be captured as per the SANS 19115 standard and local profile SANS 1878-1. Metadata must be provided as an appropriate .xml file that is ISO complaint and not software/ tool specific.

e) Naming convention for data tables or feature classes

The naming convention should be as follows:

TABLE NAME FORMAT FOR EXTERNAL CORE DATA = <table type>_<description>_<coverage>
 where <description> = <feature class>_(<year>_<geometry>)_(<source>)

where the <year> is only used when dataset is published as a new dataset and not an updated dataset (i.e. the year has relevance as part of the dataset name) e.g. SBC 2006, Census 2001

where <source> is only used to distinguish between similar datasets obtained from more than data source/custodian e.g. *Company A* roads and *Company B* roads

A detailed specification including abbreviations to be used will be provided by the GIS CoE.

f) Maps illustrated in accompanying reports submitted to the GIS CoE

Maps must have a standard map layout template agreed per project. The layout must be cartographically balanced and as a minimum should include the following map furniture elements: Title, North Arrow, Legend, Line scale, Coordinate System details, and Compiler.

Maps could also be set-up in a GeoPackage, properly named with the same figure number for ease of reference.

g) Photos taken during study

GPS coordinates indicating the location of where the photos were taken for point feature types must be provided. The image (photo) file name must be included as an attribute for each coordinate recorded in this dataset

h) GIS Methodology and data lineage

An MS Word report must accompany the spatial data and the official/ main report deliverables, describing in detail the steps taken throughout the GIS project cycle. Reports could contain diagrams, e.g. data flow or conceptual models as well. The report must accompany the data that will be send via the approved file transfer facility.

All off the shelf data must be as per appropriate standard

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
GIS	Geographic Information Systems
RS	Remote Sensing
JET	Just Energy Transition
GPS	Global Positioning System
SDS	Spatial Data System
SEA	Strategic Environmental Assessments
EIA	Environmental Impact Assessments
SBC	Spot Building Count

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The services requested from the Service Provider, to be utilised on an as-needed basis over a five-year period, include not limited to:

a) GIS Services

- **Data capturing/collection and maintenance:** Ensuring up-to-date and accurate spatial data.
- **Data processing:** Transforming raw data into usable formats.
- **Spatial data provision:** Supplying necessary geographic data to various divisions.
- **Data analysis and modelling:** Utilizing spatial data to derive insights for informed decision-making.
- **Application/solution development:** Creating tailored GIS tools and applications.
- **Technology development:** Keeping Eskom at the forefront of GIS technology.

b) Remote Sensing Services

- **Image processing:** Preparing imagery for analysis.
- **Image analysis and modelling:** Interpreting and extracting information from imagery.
- **Classification:** Categorizing features within imagery.
- **Feature extraction:** Identifying and isolating specific geographic features.
- **Development of derived or value adding products:** Creating specialized RS deliverables to support business needs

c) Supply of off the shelf spatial datasets from custodians

- **National Road Network**
- **National Address dataset**
- **Demarcation Boundaries**
- **Living Standard Measure**
- **Demographics datasets**

Description of Service/ product that needs to be provided:

The table below lists the required services per year:

Service/ Product	Quantity	Delivery Point
Spatial data acquisition and maintenance Datasets as listed and approved by GIS Steering Committee	1	GIS CoE
Spatial data collation Specification will be provided as and when required	1	GIS CoE
Spatial data creation and development (examples but not limited to;) - Spot Building Count (SBC) - Land Cover for Eskom areas e.g. a Power Station site - Land Use for Eskom areas e.g. a Power Station site - Geometric network	1	GIS CoE
GIS and remote sensing data analysis Specifications will be provided as per project requirements	1	GIS CoE

Technical Criteria

It is not compulsory for the service provider to bid for all categories. The service providers should indicate the Categories they are bidding for.

Category 1: ☐

Category 2: ☐

Category 3: ☐

Category 4: ☐

Category 1: Spatial data acquisition and maintenance							25%
a) Access to spatial data for South Africa and neighboring countries. Please complete the following table.							8%
Dataset	Year (version)	Update Frequency	Coverage	Custodian	Metadata availability	Metadata format	
Example 1. SBC	2017	Once a year	National - SA	Eskom	Yes	PDF, xml	
2.							
Also attached a copy of your spatial data catalogue							
1 point will be awarded for each dataset listed as per sample table above - maximum 8 points							
b) List the international, national, and internal standards, guidelines, and procedures that your GIS section applies in its work. For each item listed, indicate the specific stage of your internal GIS process where it is applied							10%
0.5 points will be awarded where only a standard/guideline/procedure is listed, maximum 2,5 points 1 point will be awarded where a standard/guideline/procedure is listed and the stage which the respective standard/guideline/procedure is applied is also stated – Maximum 5 points							
c) Company experience in the provision of spatial datasets. Provide a company profile which reflects the experience that the Organisation has.							7%
10 points will be awarded where the bidding organisation has 10 or more years of relevant experience. 6 points will be awarded where the bidding organisation has four to nine years of relevant experience. 2 points will be awarded where the bidding organisation has one to three years of relevant experience.							
Category 2: Spatial data collation							25%
a) GIS Skills within the organization. Please supply CV's of GIS resources and indicate their qualifications (<i>National Diploma, Btech degree, degree, honors degree, master's degree, doctorate in Geoinformatics, Geomatics, Survey, Cartography, Remote Sensing etc</i>) and their professional registration or affiliation (<i>include certified copies of registration certificates and qualifications</i>).							10%
(Qualification & related prof registration = 2 points per resource, maximum 10 points)							
b) List related projects done in the past 36 months. Also provide at least 5 signed reference letters or project completion certificates							7%

Project name	Description	Period	Organization / Client	Client name

- 0.5 point will be awarded for each project - maximum 5 points,
- 1 point will be awarded for each signed reference letters or project completion certificates – Maximum 5 points

c) List work done specifically for Eskom or any other electricity utility in the past 48 months

Project name	Description	Period	Eskom Dept / Client	Client name

(A point will be awarded for each project, maximum 5 points)

d) List the international, national, and internal standards, guidelines, and procedures that your GIS section applies in its work. For each item listed, indicate the specific stage of your internal GIS process where it is applied

- 0.5 points will be awarded where only a standard/guideline/procedure is listed, maximum 2,5 points
- 1 point will be awarded where a standard/guideline/procedure is listed and the stage which the respective standard/guideline/procedure is applied is also stated – Maximum 5 points

DESCRIPTION	WEIGHT															
Category 3: Spatial data creation and development	25%															
a) List related projects done in the past 24 months. Also provide at least 5 signed reference letters or project completion certificates	7%															
<table border="1"> <thead> <tr> <th>Project name</th> <th>Description</th> <th>Period</th> <th>Organization / Client</th> <th>Client name</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> (Half a point will be awarded for each project - maximum 5 points, and 1 point will be awarded for each signed reference letters or project completion certificates – Maximum 5 points)	Project name	Description	Period	Organization / Client	Client name											
Project name	Description	Period	Organization / Client	Client name												
b) Provide one sample metadata record for a spatial dataset produced by your organisation within the last 12 months. The metadata record must clearly indicate the metadata standard applied	4%															
• 5 points will be awarded where the bidder provides a metadata record produced within the preceding 12 months that demonstrates compliance with the stated metadata standard. • 2 Points will be awarded to bidders who provide partial information, • 0 points will be awarded where no response is provided																
c) List available Software and Hardware (GIS related – used for spatial data analysis, customization and production of dashboards). Please provide proof of software licences or cloud platform access.	4%															
• 4 points will be awarded where the bidder provides a list & proof																

0 points will be awarded <i>where the bidder does not provide a list & proof</i>																
d) Experience in the GIS field. Please supply CV's of GIS resources and indicate their experience in the GIS Field. Combined GIS resource experience: 10 points will be awarded <i>where the bidder has 26 years & above relevant experience</i> 6 points will be awarded <i>where the bidder has 16 – 25 years relevant experience</i> 3 points will be awarded <i>where the bidder has 4 – 15 years relevant experience</i> 1 point will be awarded <i>where the bidder has 1 – 3 years relevant experience</i>	5%															
e) Please indicate how your GIS department ensures that the work it produces is of quality? Please attach copy of your valid Quality Assessment / Quality Management process /procedure and a sample of a Quality Assessment report for one of your projects listed on a) 5 points will be awarded <i>where the bidder has provided an explanation, copy of QA process/procedure & sample of a Quality Assessment report</i> 3 Points will be awarded <i>where the bidder has provided 2of the requested items</i> 1 point will be awarded <i>where bidder has provided 1 of the requested 3 items</i> 0 points will be awarded <i>where bidder has not provided any of the requested 3 items</i>	5%															
Category 4: GIS and remote sensing data analysis	25%															
a) Remote sensing skills within the organization. Please supply CV's of resources and indicate their qualifications and their professional registration or affiliation (<i>include certified copies of registration certificates and qualifications</i>). (Qualification & related prof registration = 2 points per resource, maximum 10 points)	6%															
b) List available Software and Hardware (GIS, Remote Sensing related). Please provide proof of software licences or cloud platform access. 4 points will be awarded <i>where bidder has provided list and proof</i> 0 points will be awarded <i>where bidder has not provided a list and proof</i>	4%															
c) List related projects done in the past 36 months. Also provide at least 4 signed reference letters or project completion certificates	8%															
<table><tr><td>Project name</td><td>Description</td><td>Period</td><td>Organization / Client</td><td>Client name</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table> 0,5 points will be awarded <i>for each project - maximum 4 points.</i>		Project name	Description	Period	Organization / Client	Client name										
Project name	Description	Period	Organization / Client	Client name												

1 point will be awarded for each signed reference letter or project completion certificates – Maximum 4 points	
d) Please indicate how your organization ensures that the Remote Sensing products it produces are of quality? Please attach copy of your valid Quality Assessment / Quality Management process /procedure as well as a sample Quality Assessment report produced by your office. 5 points will be awarded where the bidder has provided an explanation, copy of QA process/procedure & sample of a Quality Assessment report 3 Points will be awarded where the bidder has provided 2 of the requested items 1 point will be awarded where bidder has provided 1 of the requested 3 items 0 points will be awarded where bidder has not provided any of the requested 3 items	7%

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	As required	Eskom Offices/Microsoft teams	Employer, contractor and stakeholders
Overall contract progress and feedback	As required	Eskom Offices/Microsoft teams	Employer, contractor and stakeholders

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.

Meeting minutes and attendance registers should be documented accordingly and be produced for audit purposes.

2.3 Contractor's management, supervision, and key people

Contractor to submit their organisational structure.

2.4 Provision of bonds and guarantees.

Not Applicable

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

All correspondence is to be addressed to the *Service Manager* with a chronological numbering system.

2.6 Invoicing and payment

The Service Provider must send monthly invoices to Eskom of commissions deducted from daily settlements/collections

The *Service Provider* shall address the tax invoice to the relevant Eskom official 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)

2.7 Contract change management.

Any verbal communication must be backed up with a written instruction and documented.

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

Both Service Provider and Employer (Eskom SOC Ltd) shall keep all contract related documents.

2.9 Insurance provided by the *Employer*.

Refer to Z clause 12

2.10 Training workshops and technology transfer

The Contractor shall, as an integral part of providing the service, conduct practical knowledge- and skills-transfer sessions for the Employer's designated employees. The purpose of these sessions is to demonstrate and explain the methods, techniques, tools, workflows and quality-control processes used to acquire, process, analyse and deliver the spatial data and related outputs.

The sessions shall focus on enabling the Employer to understand, interpret, access and use the delivered data effectively, thereby maximising its usability and value for operational and decision-making purposes. Where applicable, the Contractor shall provide relevant user guidance, technical notes, workflow documentation and practical demonstrations relating to the deliverables.

These knowledge-transfer sessions are incidental to the delivery of the service and shall be included in the Contractor's tendered rates. No separate payment shall be made for such sessions.

2.11 Design and supply of Equipment

Supplier to provide services as per the scope and to provide necessary equipment to support and deliver the services required.

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

All necessary information in relation to the services required to be submitted to the employer.

2.13 Management of work done by Task Order

All works to be done through task orders.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management, the environment and quality assurance

3.1.1 Health and safety risk management

The Service Provider shall comply with the health and safety requirements as per legislation.

3.1.2 Environmental constraints and management

The Service Provider shall comply with the environmental criteria and constraints as required by legislation.

3.1.3 Quality assurance requirements

Quality Management System Requirements ISO 9001

- Quality Method statement based on scope (Method Statement Template-Ref 240-126469599)
- Quality Policy Approved by top management
- Quality Objectives Approved by top management

Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)

- B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)
- B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)

User defined additional Requirements & miscellaneous (Ref 240-105658000)

E.1 Form A is completed and signed

E.2 Quality Control Plan based on GIS and Remote Sensing services and spatial datasets scope of work activities

4 Procurement

4.1.1 Subcontracting

Mandatory Subcontracting as condition of contract award.

Where feasible, up to 30% subcontracting will be considered for purchase orders that are R30M and above at RFQ stage of the panel contract.

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:

Sub – contractor details:

Name of contractor / Contractors	
Proposed Scope of work to be performed by sub-contractor	
% Subcontracting	
Subcontractor BBEE Status Level	
Contact person	
Telephone number	
E-mail address	

Name of contractor / Contractors	
Proposed Scope of work to be performed by sub-contractor	
% Subcontracting	

Subcontractor BBEE Status Level	
Contact person	
Telephone number	
E-mail address	

Name of contractor / Contractors	
Proposed Scope of work to be performed by sub-contractor	
% Subcontracting	
Subcontractor BBEE Status Level	
Contact person	
Telephone number	
E-mail address	

Note: 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.

4.1.2 SDL&I Penalty and Performance Security

4.1.3 Reporting and Monitoring

4.2 Plant and Materials

4.2.1 Specifications

Not applicable.

4.2.2 Correction of defects

Not applicable.

4.2.3 Cataloguing requirements by the Contractor

The Contractor shall catalogue all spatial datasets, imagery, models, maps, reports and other information products delivered under each Task Order. Cataloguing shall form part of the service and shall be included in the Contractor's tendered rates.

For every deliverable, the Contractor shall provide a complete and accurate metadata record containing, where applicable:

- Dataset title and unique reference or identifier;
- Brief description, purpose and intended use;
- Data theme, category and relevant keywords;
- Geographic coverage and administrative area;
- Date of acquisition, creation, processing and delivery;
- Data source, custodian, originator and responsible contact;
- Data acquisition, processing and analytical methods used;

- Spatial reference system, projection, datum and units of measurement;
- Spatial resolution, scale, positional accuracy and level of detail;
- Attribute definitions, data dictionary, classification codes and units;
- File format, file size, layer name and version number;
- Update frequency, currency and applicable validity period;
- Quality-control procedures, validation results, known limitations and data gaps;
- Licensing, intellectual-property, confidentiality, security and usage restrictions;
- Relationships or dependencies between datasets and associated documents; and
- The storage location and delivery-folder structure.

Metadata shall comply with the Employer's prescribed standards, templates, naming conventions, data classification requirements and approved spatial data catalogue structure. Where no Employer-specific standard is provided, the Contractor shall apply an internationally recognised geospatial metadata standard agreed with the Service Manager.

The Contractor shall submit:

1. The completed metadata record with each dataset;
2. A master deliverables register listing all files and versions supplied;
3. A data dictionary for datasets containing attributes or coded values;
4. A consistent folder structure and file-naming convention; and
5. Any supporting technical notes required to enable users to understand and use the data correctly.

The Contractor shall verify that catalogue entries correspond with the delivered files and shall correct incomplete, inaccurate, duplicated or outdated catalogue information at no additional cost. The Employer may withhold acceptance of a deliverable until the applicable metadata and catalogue records have been completed and accepted by the Service Manager.

5 Working on the Affected Property

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

The Affected Property if any will be per Task Order.

5.2 People restrictions, hours of work, conduct and records.

Not applicable

5.3 Equipment provided by the *Employer*.

5.3.1 Provided by the Employer

Not applicable

5.3.2 Provided by the *Contractor*

The Contractor shall ensure that there is reliable and user-friendly equipment to provide the services required.

5.4 Control of noise, dust, water, and waste

Not applicable.

5.5 Hook ups to existing works

Not applicable.

5.6 Tests and inspections

5.6.1 Tests and inspections

The Contractor shall perform all tests, inspections and quality-control activities necessary to demonstrate that each deliverable complies with the requirements of the applicable Task Order, the Scope of Work, prescribed standards and agreed acceptance criteria.

Tests and inspections shall include, where applicable:

- Verification that all required datasets, imagery, maps, models, reports, metadata and supporting documentation have been delivered;
- Confirmation of the completeness, accuracy, currency and consistency of the spatial and attribute data;
- Validation of positional, geometric, thematic and temporal accuracy against the requirements of the Task Order;
- Checks for missing, duplicated, invalid, corrupt or incorrectly classified features and attribute values;
- Topology and geometry checks, including overlaps, gaps, slivers, disconnected features, invalid geometries and duplicate records;
- Verification of coordinate reference systems, projections, datums, units of measurement, spatial resolution and scale;
- Assessment of imagery or remote-sensing products for spatial resolution, cloud cover, processing artefacts, georeferencing and fitness for the intended purpose;
- Confirmation that file formats, naming conventions, folder structures, metadata, catalogue records and version numbers comply with the Employer's requirements;
- Testing that datasets can be opened, accessed, queried, displayed and used in the Employer's specified GIS environment without data corruption or loss of functionality;
- Verification of calculations, models, automated processes, scripts or analytical outputs against agreed test cases or reference data;
- Confirmation that any identified defects from previous inspections have been corrected; and
- Inspection of the final deliverables against the agreed Task Order requirements and acceptance criteria.

Before submitting a deliverable, the Contractor shall provide a quality-control report or checklist recording the tests performed, the results obtained, identified limitations, corrective actions taken and confirmation that the deliverable is ready for inspection by the Employer.

5.6.2 Materials facilities and samples for tests and inspections

The Employer or Service Manager may inspect, sample, test or independently verify any deliverable. The Contractor shall provide reasonable assistance, supporting evidence, source information and demonstrations required for the inspection. Where a deliverable fails a test or inspection, the Contractor shall correct the defect and resubmit the deliverable for further testing at no additional cost to the Employer.

A deliverable shall not be regarded as accepted until the applicable tests and inspections have been completed and the Service Manager has confirmed acceptance. The extent and specific acceptance criteria for each assignment may be further defined in the applicable Task Order.

5.6.3 Service Levels, Performance Measures and Remedies

The Contractor's performance is assessed against the service levels in this table and any additional requirements stated in the applicable Task Order. Low service damages apply only where an amount is completed in the table or Task Order and the Contractor fails to meet the stated service level after expiry of any applicable correction period. The application of low service damages does not relieve the Contractor of its obligation to correct a Defect or complete the service. Rejection and correction of non-compliant deliverables are managed under the testing and Defects provisions of the contract.

No.	Service requirement	Required service level	Measurement and evidence	Correction period	Low service damages
1	Task Order completion	Deliverables completed by the completion date stated in the accepted Task Order	Task Order, accepted programme and delivery record	As agreed in the Task Order	3% of the Task Order value per working day of delay, limited to 10% of the Task order value per Task Order

No.	Service requirement	Required service level	Measurement and evidence	Correction period	Low service damages
2	Completeness of deliverables	100% of the datasets, reports, metadata and supporting documents required by the Task Order are submitted	Deliverables register and Employer inspection	5 working days from notification	3% of the Task Order value per incomplete deliverable if not corrected within the agreed correction period
3	Spatial and attribute data quality	Data meets the accuracy, completeness, topology, classification and currency requirements stated in the Task Order	Contractor's quality-control report and Employer verification or sample testing	5 working days from notification, or another period stated in the Task Order	2% of the Task Order value per failed deliverable if not corrected within the correction period
4	File accessibility and usability	100% of delivered files open, display, query and function in the Employer's specified GIS environment without corruption or loss of required functionality	Compatibility and usability testing by the Contractor and Employer	5 working days from notification	2% of the Task Order value per failed delivery if not corrected within the correction period
5	Metadata and cataloguing	Complete and accurate metadata, catalogue records and data dictionaries are submitted with every applicable deliverable	Metadata and catalogue inspection against the Employer's prescribed requirements	5 working days from notification	3% of the Task Order value per incomplete submission if not corrected within the correction period
6	Correction of notified Defects	All notified Defects are corrected within the period instructed by the Service Manager or stated in the Task Order	Defect notification and resubmission record	As stated in the notification or Task Order	3% of the Task Order value per working day after expiry of the correction period, limited to 15% of the Task Order value per Defect

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
Not Applicable.		
