



NEC3 Term Service Contract (TSC3)

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

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

for [Provisioning of calibration and repair of Eskom
Telecommunication's test equipment]

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

Provisioning of calibration and repair of Eskom Telecommunication's test equipment

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.

ptions A or C	The offered total of the Prices exclusive of VAT is	As and when required contract with rates
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	As and when required contract with rates
	Sub total	As and when required contract with rates
	Value Added Tax @ 15% is	As and when required contract with rates
	The offered total of the amount due inclusive of VAT is ¹	As and when required contract with rates
	(in words) Not applicable. Cost reimbursable contract	

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

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*.

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) _____
Mfundiso Hina

Capacity _____
ET Manager (Acting)

**for the
Employer**

Name &
signature of
witness

(Eskom Holdings SOC Ltd, no.2 Maxwell Drive
Sunninghill, Sandton)

Date

Unathi Sisikelelwe Dyantyi

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
		C: Target contract with price list
		E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X12: The Partnering Option
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	

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

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
	Tel No.	(011) 800 8111
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Unathi Sisikelelwe Dyantyi
	Address	25 Valley View Road New Germany 3601
	Tel	(033) 395 7284
	Fax	086 537 4731
	e-mail	Unathi.dyantyi@eskom.co.za
11.2(2)	The Affected Property is	Eskom Telecommunications
11.2(13)	The <i>service</i> is	Calibration and Repair of Eskom Telecommunication Test Equipment
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Travelling by Road • Handling equipment
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	Five working days
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	There (3) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	31 March 2021
30.1	The <i>service period</i> is	31 March 2024
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 15 and 16 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	[•] weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	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</i> risks	1. Loss and/or theft of Eskom Assets in transit and at the service providers premises 2. Damage to Eskom Assets in transit and at the service providers premises 3. Failure of the service provider to honour the terms of the contract
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials	

	provided by the <i>Employer</i> for an amount of	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
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 service at intervals no longer than	[•] weeks.
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).
	Address	1 st Floor Maisels Chambers 4 Protea Place Sandton
	Tel No.	(011) 320 0600
	Fax No.	(011) 320 0533
	e-mail	info@arbitration.co.za
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)	<p>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.</p> <p>The place where arbitration is to be held is [•] South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
	[•]	non-adjustable		
1.00				
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
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the Contractor - to a valid SARB approved CFC account in South Africa		

		<p>- in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date.</p> <p>(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</p>
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.
X12	Partnering	
X12.1(1)	The <i>Client</i> is (Name):	[•]
	Address	[•]
	Contact details	[•]
	Telephone:	[•]
	Fax	[•]
	e-mail	[•]
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]
X12.2(1)	The <i>Client's objective</i> is:	[•]
X13	Performance bond	
X13.1	The amount of the performance bond is	R [•]
X17	Low service damages	
X17.1	The <i>service level table</i> is in	[•]
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	R0.0 (zero Rand)
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	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

		ciesProcedures/Pages/EIMS_Policies_ From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional 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	[•] months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[•] days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months
Z	The additional conditions of contract are	Z1 to Z11 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)
Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

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

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 _____

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>	19

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
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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.

C2.2 the price list

Item nr	Description	Unit	Expected Quantity	Rate	Price
Equipment Calibration					
1	TESTER;1310NM,FIBRE OPTIC LASER				
2	TESTER;132,DIGITAL ANALYSER				
3	TESTER;1417,PCM METER				
4	TESTER;147,DIGITAL ANALYSER				
5	TESTER;1550NM,FIBRE OPTIC LASER				
6	TESTER;195,RCL METER				
7	TESTER;1999,FREQUENCY COUNTER				
8	TESTER;200EP,TONE & PROBE TEST				
9	TESTER;2024,OSCILLATOR				
10	TESTER;2031,SIGNAL GENERATOR				
11	TESTER;2040,ICT TEST SET				
12	TESTER;210,HE DENMARK TEST SET				
13	TESTER;2187,ATTENUATOR				
14	TESTER;2230,DIGITAL OSCILLOSCOPE				
15	TESTER;2245A,OSCILLOSCOPE				
16	TESTER;2390,ANALYSER				
17	TESTER;2501,LEVEL METER				
18	TESTER;25B,FREQUENCY COUNTER				
19	TESTER;2841,ANALYSER				
20	TESTER;3000A,FREQUENCY COUNTER				
21	TESTER;3000E,DIGITAL ANALYSER				
22	TESTER;3022,COUPLER				
23	TESTER;302X,EXFO POWER METER				
24	TESTER;314,OSCILLOSCOPE				
25	TESTER;3151,HIOKI METER				
26	TESTER;35-20,POWER SUPPLY				
27	TESTER;3530,DATAKOM ANALYSER				

28	TESTER;3731,AEMCI TEST SET				
29	TESTER;390,BUTTINSKI PHONE				
30	TESTER;40,EPROM PROGRAMMER				
31	TESTER;4000,DIGITAL ANALYSER				
32	TESTER;4145,LEVEL METER				
33	TESTER;448974-0,AUDIO MEASURING				
34	TESTER;468,DIGITAL OSCILLOSCOPE				
35	TESTER;4G,PROGRAMMER				
36	TESTER;53320,ANALYSER				
37	TESTER;5504,OSCILLOSCOPE				
38	TESTER;60-36,POWER SUPPLY				
39	TESTER;630,KAO TEST SET				
40	TESTER;70-1101,EPROM ERASER				
41	TESTER;740689,LEICA DISTO METER				
42	TESTER;8031F,MAJORTECH METER				
43	TESTER;8080,ATTENUATOR				
44	TESTER;84/2 NO18B,OHM METER				
45	TESTER;897733-1,OSCILLOSCOPE				
46	TESTER;940-114-34,ATTENUATOR				
47	TESTER;940-60-33,ATTENUATOR				
48	TESTER;940-60-34,ATTENUATOR				
49	TESTER;9902,FREQUENCY COUNTER CAL				
50	TESTER;A-800,ANALYSER				
51	TESTER;AR2002,COMMS MONITOR				
52	TESTER;BIRD 33,WATT METER				
53	TESTER;BIRD 4304,WATT METER				
54	TESTER;BIRD 4304A,WATT METER				
55	TESTER;BIRD 50A,WATT METER				
56	TESTER;CJ90020,TEST SET				
57	TESTER;CM-60A,CHARGER				
58	TESTER;CMS 54,COMMS MONITOR				
59	TESTER;CMTA 54,ANALYSER				
60	TESTER;CPM46,POWER METER/FREQUEN				

61	TESTER;DCS7040,OSCILLOSCOPE				
62	TESTER;DM6013A,CAPACITANCE METER				
63	TESTER;DMM 196,MULTIMETER				
64	TESTER;DT85,DATA LOGGER				
65	TESTER;E 10,SUNSET TEST SET				
66	TESTER;E-20,SUNRISE TEST SET				
67	TESTER;E-20,SUNRISE TEST SET				
68	TESTER;EX-702,PROGRAMMER				
69	TESTER;F3,ORGANO DE-IONISER				
70	TESTER;FB250,OTDR				
71	TESTER;FC7102,FREQUENCY COUNTER				
72	TESTER;FLUKE 10,MULTIMETER				
73	TESTER;FLUKE 100V,MULTIMETER				
74	TESTER;FLUKE 111,MULTIMETER				
75	TESTER;FLUKE 175,MULTIMETER				
76	TESTER;FLUKE 177,MULTIMETER				
77	TESTER;FLUKE 179,MULTIMETER				
78	TESTER;FLUKE 187,DIGITAL MULTIME				
79	TESTER;FLUKE 199 CS,OSCILLOSCOPE				
80	TESTER;FLUKE 650,LAN CABEL METER				
81	TESTER;FLUKE 72,MULTIMETER				
82	TESTER;FLUKE 73 111,MULTIMETER				
83	TESTER;FLUKE 73,MULTIMETER				
84	TESTER;FLUKE 75 11,MULTIMETER				
85	TESTER;FLUKE 75,MULTIMETER				
86	TESTER;FLUKE 76,MULTIMETER				
87	TESTER;FLUKE 77,MULTIMETER				
88	TESTER;FLUKE 77 S11,MULTIMETER				
89	TESTER;FLUKE 79,MULTIMETER				
90	TESTER;FLUKE 8050A,BENCH MULTI				
91	TESTER;FLUKE 8060,MULTIMETER				
92	TESTER;FLUKE 8060A,MULTIMETER				
93	TESTER;FLUKE 85,MULTIMETER				

94	TESTER;FLUKE 87 IV,MULTIMETER				
95	TESTER;FLUKE 87,MULTIMETER				
96	TESTER;FLUKE MULTIMETER				
97	TESTER;FLUKE337,CLAMP METER				
98	TESTER;FSH3,COMMS MONITOR				
99	TESTER;GEN:FSM-200,METER				
100	TESTER;FSM-200,METER				
101	TESTER;FTB400,EXFO OTDR				
102	TESTER;FTB-400SM,EXFO OTDR				
103	TESTER;FTP 3005,AUDIO MEASURING				
104	TESTER;FVA-60DB,ATTENUATOR				
105	TESTER;GE4088,MULTI METER				
106	TESTER;GTA 9A,POWER METER				
107	TESTER;HP 11581,ATTENUATOR SET				
108	TESTER;HP 11721A,FREQUENCY DOUBL				
109	TESTER;HP 3225A,LEVEL METER				
110	TESTER;HP 3552A,TMS ASIST LEVEL				
111	TESTER;HP 3702B,TEST SET				
112	TESTER;HP 3746A,LEVEL METER				
113	TESTER;HP 37717C,COMMS MONITOR				
114	TESTER;HP 3780A,LEVEL GENERATOR				
115	TESTER;HP 432A,POWER METER				
116	TESTER;HP 436A,POWER METER				
117	TESTER;HP 437B,POWER METER				
118	TESTER;HP 4936A,TMS AUDIO MEASUR				
119	TESTER;HP 6315A,FREQUENCY COUNT				
120	TESTER;HP 5347A,COUNTER POWER ME				
121	TESTER;HP 53B6A,FREQUENCY COUNT				
122	TESTER;HP 54200A,OSCILLOSCOPE				
123	TESTER;HP 54201A,DIGITAL OSCILOS				
124	TESTER;HP 6200B,TEST SET				

125	TESTER;HP 773D,DIRECTIONAL COUPL				
126	TESTER;HP 778D,COUPLER				
127	TESTER;HP 83752A,FREQUENCY GENER				
128	TESTER;HP 8481A,POWER SENSOR				
129	TESTER;HP 8481D,POWER SENSOR				
130	TESTER;HP 8481H,POWER SENSOR				
131	TESTER;HP 85032B,CALIBRATION KIT				
132	TESTER;HP 86025A,POWER SENSOR				
133	TESTER;HP 8656A,SIGNAL GENERATOR				
134	TESTER;HP 8657A,SIGNAL GENERATOR				
135	TESTER;HP 8920,COMMS MONITOR				
136	TESTER;HP 8920A,TEST SET				
137	TESTER;HP P382A,ATTENUATOR				
138	TESTER;HP SLMS,LEVEL METER				
139	TESTER;HP11581A,ATTENUATOR				
140	TESTER;HP11582A,ATTENUATOR				
141	TESTER;HP3421A,DATACOMM ANALYSER				
142	TESTER;HP37717C,DIGITAL COMMS AN				
143	TESTER;HP37732A,DATACOMMS ANALYS				
144	TESTER;HP77,TONE PROBE TEST SET				
145	TESTER;HP8494A,ATTENUATOR				
146	TESTER;HP8494B,ATTENUATOR				
147	TESTER;HP8496A,STEP UP ATTENUATO				
148	TESTER;HP8496B,ATTENUATOR CAL				
149	TESTER;HP8562A,SPECTRUM ANNALYSE				
150	TESTER;HP8562B,SPECTRUM ANNALYSE				
151	TESTER;HP8563E,SPECTRUM ANALYSER				
152	TESTER;HP8593E,SPECTRUM ANALYSER				
153	TESTER;HP8594E,SPECTRUM ANALYSER				

154	TESTER;HP859E,SPECTRUM ANALYSER				
155	TESTER;HP8757E,SCALER ANALYSER				
156	TESTER;HP8901A,MODULATOR ANALYSE				
157	TESTER;HP8920A,COMMS MONITOR				
158	TESTER;HP8930A,AUDIO ANALYSER				
159	TESTER;HP8949B,ATTENUATOR				
160	TESTER;HP8949B/8495B,ATTENUATOR				
161	TESTER;HPJ2302A,DIGITAL COMMS AN				
162	TESTER;HPJ382A,ATTENUATOR				
163	TESTER;IC F3GT,TEST SET				
164	TESTER;IC F4023T,TEST SET				
165	TESTER;K2004,KYORITSU METER				
166	TESTER;K2046R,M/TECH METER				
167	TESTER;K240B,ATTENUATOR				
168	TESTER;LA6T,EPROM ERASER				
169	TESTER;LTD/8MK.V,MULTI METER				
170	TESTER;MC-160,COMMS MONITOR				
171	TESTER;ME 4510B,ANALYSER				
172	TESTER;MG 462A,LEVEL GENERATOR				
173	TESTER;ML524B,ANALYSER				
174	TESTER;MS331A,FAULT LOCATER				
175	TESTER;MT 500,MEGGER				
176	TESTER;MT-850,MULTI METER				
177	TESTER;MTBM515,MULTI METER				
178	TESTER;MW 9070B,ARINTSU OTDR				
179	TESTER;MX2400T,MAGNAVOX				
180	TESTER;MX430,MULTI METER				
181	TESTER;OLS1,FIBRE OPTIC LIGHT				
182	TESTER;OPM1,FIBRE OPTIC LIGHT				
183	TESTER;P110,PROGRAMMER				
184	TESTER;PCM 23,TESTER				
185	TESTER;PM 3305,OSCILLISCOPE				
186	TESTER;PM 3315,OSCILLOSCOPE				

187	TESTER;PM 3335,DIGITAL OSCILLOSC				
188	TESTER;PM 5501,PATTERN GENERATOR				
189	TESTER;PM2404,AMMETER				
190	TESTER;PM2505,MULTIMETER				
191	TESTER;PM6303,RCL METER				
192	TESTER;PR875,PROGRAMMER				
193	TESTER;PTS100&PTS200,TONE PROBE				
194	TESTER;RF 108,LEVEL METER				
195	TESTER;RSA SMFP2,ANALYSER				
196	TESTER;S101,DETECTOR				
197	TESTER;S331D,ANALYSER				
198	TESTER;SMFP2,TEST SET				
199	TESTER;SUNSET 10,ANALYSER				
200	TESTER;T1820,TEST SET				
201	TESTER;T2400TH,MULTI METER				
202	TESTER;TBM811,MULTI METER				
203	TESTER;GEN:TBM812,MULTI METER				
204	TESTER;TDS2012,OSCILLOSCOPE				
205	TESTER;TDS220,OSCILLOSCOPE				
206	TESTER;TDS320,OSCILLOSCOPE				
207	TESTER;TDS420A,OSCILLOSCOPE				
208	TESTER;THS730A,OSCILLOSCOPE				
209	TESTER;TFS3030,OTDR				
210	TESTER;TKLAN-30,EXFO OTDR				
211	TESTER;TM2192,EPROM PROGRAMMER				
212	TESTER;GEN:TMB812,MULTI METER				
213	TESTER;GEN:TX3,MULTIMETER				
214	TESTER;GEN:TX90,TONE PROBE TEST SET				
215	TESTER;GEN:VC-6025,OSCILLOSCOPE				
216	TESTER;GEN:W&G BN2033,LEVEL GENERATO				
217	TESTER;GEN;W&G DLA9,DATA LINE ANALYS				

218	TESTER;W&G OLS10&OLP10,FIBRE S&D				
219	TESTER;W&G OS12,LEVEL GENERATOR				
220	TESTER;W&G PCM23,AUDIO TEST SET				
221	TESTER;W&G PFA-30,DIGITAL COMMS				
222	TESTER;W&G PFA-35,DATA COM ANALYS				
223	TESTER;W&G PMG-13,LEVEL GENERATO				
224	TESTER;W&G PMP-20,LEVEL METER				
225	TESTER;W&G PS-10,LEVEL GENERATOR				
226	TESTER;W&G PS-15,LEVEL GENERATOR				
227	TESTER;W&G PS-20,LEVEL GENERATOR				
228	TESTER;W&G PS-3,LEVEL GENERATOR				
229	TESTER;W&G PS-30,LEVEL GENERATOR				
230	TESTER;W&G PS-33,LEVEL GENERATOR				
231	TESTER;W&G PS-33A,LEVEL GENERATO				
232	TESTER;W&G SPM-15,SLECTIVE LEVEL				
233	TESTER;W&G SPM-3,LEVEL METER				
234	TESTER;W&G SPM-31,LEVEL METER				
235	TESTER;W&G SPM-32,SLECTIVE LEVEL				
236	TESTER;W&G SPM-32A,LEVEL GENERAT				
237	TESTER;W&G SPM-33,LEVEL METER				
238	TESTER;W&G SPM-34,LEVEL METER				
239	TESTER;W&G TFH2,LEVEL METER				
240	TESTER;WG15,ATTENUATOR				
241	TESTER;XL3120,FREQUENCY COUNTER				
242	TESTER;YSS 1315,OTDR				
243	TESTER;FTB-1003,EXFO OTDR				
244	TESTER;FSM-40S,FUJIKURA FUSION SPLICER				
245	TESTER;PAD-55-10L,KIKISUI POWER				

	SUP				
246	TESTER;NGB;POWER SUPPLY				
247	TESTER;UT60B;MULTIMETER UNI-T				
248	UNIT:MT24;MAJORTECH MULTIMETER				
249	TESTER;BIRD 4304A,WATT METER				
250	TESTER:AMS;ESD AUDIO MEASURING SET				
251	TESTER:CMS52;R&S RADIO COMMS MONITOR				
252	TESTER:K345A;LAMODA REGULATED P/S				
253	TESTER;HP8562B,SPECTRUM ANNALYSE				
254	TESTER;1200S,COMMS MONITOR IFR				
255	TESTER;SAGE JDSU OTDR				
Equipment for Repair					
256	TESTER;1310NM,FIBRE OPTIC LASER				
257	TESTER;132A,DIGITAL ANALYSER				
258	TESTER;1417,PCM METER				
259	TESTER;147,DIGITAL ANALYSER				
260	TESTER;1550NM,FIBRE OPTIC LASER				
261	TESTER;195,RCL METER				
262	TESTER;1999,FREQUENCY COUNTER				
263	TESTER;200EP,TONE & PROBE TEST				
264	TESTER;2024,OSCILLATOR				
265	TESTER;2031,SIGNAL GENERATOR				
266	TESTER;2040,ICT TEST SET				
267	TESTER;210,HE DENMARK TEST SET				
268	TESTER;2187,ATTENUATOR				
269	TESTER;2230,DIGITAL OSCILLOSCOPE				
270	TESTER;2245A,OSCILLOSCOPE				
271	TESTER;2390,ANALYSER				
272	TESTER;2501,LEVEL METER				
273	TESTER;25B,FREQUENCY COUNTER				

274	TESTER;2841,ANALYSER				
275	TESTER;3000A,FREQUENCY COUNTER				
276	TESTER;3000E,DIGITAL ANALYSER				
277	TESTER;3022,COUPLER				
278	TESTER;302X,EXFO POWER METER				
279	TESTER;314,OSCILLOSCOPE				
280	TESTER;3151,HIOKI METER				
281	TESTER;35-20,POWER SUPPLY				
282	TESTER;3530,DATACOM ANALYSER				
283	TESTER;3731,AEMCI TEST SET				
284	TESTER;390,BUTTINSKI PHONE				
285	TESTER;40,EPROM PROGRAMMER				
286	TESTER;4000,DIGITAL ANALYSER				
287	TESTER;4145,LEVEL METER				
288	TESTER;448974-0,AUDIO MEASURING				
289	TESTER;468,DIGITAL OSCILLOSCOPE				
290	TESTER;4G,PROGRAMMER				
291	TESTER;53320,ANALYSER				
292	TESTER;5504,OSCILLOSCOPE				
293	TESTER;60-36,POWER SUPPLY				
294	TESTER;630,KAG TEST SET				
295	TESTER;70-1101,EPROM ERASER				
296	TESTER;740689,LEICA DISTO METER				
297	TESTER;8031F,MAJORTECH METER				
298	TESTER;8080,ATTENUATOR				
299	TESTER;84/2 NO18B,OHM METER				
300	TESTER;897733-1,OSCILLOSCOPE				
301	TESTER;940-114-34,ATTENUATOR				
302	TESTER;940-60-33,ATTENUATOR				
303	TESTER;940-60-34,ATTENUATOR				
304	TESTER;9902,FREQUENCY COUNTER				

305	TESTER;A-800,ANALYSER				
306	TESTER;AR2002,COMMS MONITOR				
307	TESTER;BIRD 33,WATT METER				
308	TESTER;BIRD 4304,WATT METER				
309	TESTER;BIRD 4304A,WATT METER				
310	TESTER;BIRD 50A,WATT METER				
311	TESTER;CJ90020,TEST SET				
312	TESTER;CM-60A,CHARGER				
313	TESTER;CMS 54,COMMS MONITOR				
314	TESTER;CMTA 54,ANALYSER				
315	TESTER;CPM46,POWER METER/FREQUEN				
316	TESTER;DCS7040,OSCILLOSCOPE				
317	TESTER;DM6013A,CAPACITANCE METER				
318	TESTER;DMM 196,MULTIMETER				
319	TESTER;DT85,DATA LOGGER				
320	TESTER;E 10,SUNSET TEST SET				
321	TESTER;E-20,SUNRISE TEST SET				
322	TESTER;ER30T,EPROM ERASER				
323	TESTER;EX-702,PROGRAMMER				
324	TESTER;F3,ORGANO DE-IONISER				
325	TESTER;FB250,OTDR				
326	TESTER;FC7102,FREQUENCY COUNTER				
327	TESTER;FLUKE 10,MULTIMETER				
328	TESTER;FLUKE 1000V,MULTIMETER				
329	TESTER;FLUKE 111,MULTIMETER				
330	TESTER;FLUKE 175,MULTIMETER				
331	TESTER;FLUKE 177,MULTIMETER				
332	TESTER;FLUKE 179,MULTIMETER				
333	TESTER;FLUKE 187,DIGITAL MULTIME				

334	TESTER;FLUKE 199 CS,OSCILLOSCOPE				
335	TESTER;FLUKE 650,LAN CABEL METER				
336	TESTER;FLUKE 72,MULTIMETER				
337	TESTER;FLUKE 73 111,MULTIMETER				
338	TESTER;FLUKE 73,MULTIMETER				
339	TESTER;FLUKE 75 11,MULTIMETER				
340	TESTER;FLUKE 75,MULTIMETER				
341	TESTER;FLUKE 76,MULTIMETER				
342	TESTER;FLUKE 77,MULTIMETER				
343	TESTER;FLUKE 77 S11,MULTIMETER				
344	TESTER;FLUKE 79,MULTIMETER				
345	TESTER;FLUKE 8050A,BENCH MULTI				
346	TESTER;FLUKE 8060,MULTIMETER				
347	TESTER;FLUKE 8060A,MULTIMETER				
348	TESTER;FLUKE 85,MULTIMETER				
349	TESTER;FLUKE 87 IV,MULTIMETER				
350	TESTER;FLUKE 87,MULTIMETER				
351	TESTER;FLUKE MULTIMETER				
352	TESTER;FLUKE337,CLAMP METER				
353	TESTER;FSH3,COMMS MONITOR				
354	TESTER;FSM-200,METER				
355	TESTER;FSM-500,METER				
356	TESTER;FTB400,EXFO OTDR				
357	TESTER;FTB-400SM,EXFO OTDR				
358	TESTER;FTP 3005,AUDIO MEASURING				
359	TESTER;FVA-60DB,ATTENUATOR				
360	TESTER;GEGE4088,MULTI METER				
361	TESTER;GTA 9A,POWER METER				
362	TESTER;HP 11581,ATTENUATOR SET				
363	TESTER;HP 11721A,FREQUENCY DOUBL				

364	TESTER;HP 3225A,LEVEL METER				
365	TESTER;HP 3552A,TMS ASIST LEVEL				
366	TESTER;HP 3702B,TEST SET				
367	TESTER;HP 3746A,LEVEL METER				
368	TESTER;HP 37717C,COMMS MONITOR				
369	TESTER;HP 3780A,LEVEL GENERATOR				
370	TESTER;HP 432A,POWER METER				
371	TESTER;HP 435A,POWER METER				
372	TESTER;HP 437B,POWER METER				
373	TESTER;HP 4936A,TMS AUDIO MEASUR				
374	TESTER;HP 5315A,FREQUENCY COUNTE				
375	TESTER;HP 5340A,FREQUENCY COUNTE				
376	TESTER;HP 5347A,COUNTER POWER ME				
377	TESTER;HP 5386A,FREQUENCY COUNTE				
378	TESTER;HP 54200A,OSCILLOSCOPE				
379	TESTER;HP 54201A,DIGITAL OSCIOS				
380	TESTER;HP 54610A,DIGITAL OSCIOS				
381	TESTER;HP 6200B,TEST SET				
382	TESTER;HP 773D,DIRECTIONAL COUPL				
383	TESTER;HP 778D,COUPLER				
384	TESTER;HP 83752A,FREQUENCY GENER				
385	TESTER;HP 8481A,POWER SENSOR				
386	TESTER;HP 8481D,POWER SENSOR				
387	TESTER;HP 8481H,POWER SENSOR				
388	TESTER;HP 85032B,CALIBRATION KIT				
389	TESTER;HP 86025A,POWER SENSOR				
390	TESTER;HP 8656A,SIGNAL GENERATOR				
391	TESTER;HP 8657A,SIGNAL GENERATOR				
392	TESTER;HP 8920,COMMS MONITOR				

393	TESTER;HP 8920A,TEST SET				
394	TESTER;HP P382A,ATTENUATOR				
395	TESTER;HP SLMS,LEVEL METER				
396	TESTER;HP11581A,ATTENUATOR				
397	TESTER;HP11582A,ATTENUATOR				
398	TESTER;HP3421A,DATA COMM ANALYSER				
399	TESTER;HP37717C,DIGITAL COMMS AN				
400	TESTER;HP37732A,DATA COMMS ANALYS				
401	TESTER;HP77,TONE PROBE TEST SET				
402	TESTER;HP8494A,ATTENUATOR				
403	TESTER;HP8494B,ATTENUATOR				
404	TESTER;HP8496A,STEP UP ATTENUATO				
405	TESTER;HP8496B,ATTENUATOR				
406	TESTER;HP8562A,SPECTRUM ANNALYSE				
407	TESTER;HP8562B,SPECTRUM ANNALYSE				
408	TESTER;HP8563E,SPECTRUM ANALYSER				
409	TESTER;HP8593E,SPECTRUM ANALYSER				
410	TESTER;HP8594E,SPECTRUM ANALYSER				
411	TESTER;HP859E,SPECTRUM ANALYSER				
412	TESTER;HP8757E,SCALER ANALYSER				
413	TESTER;HP8901A,MODULATOR ANALYSE				
414	TESTER;HP8920A,COMMS MONITOR				
415	TESTER;HP8930A,AUDIO ANALYSER				
416	TESTER;HP8949B,ATTENUATOR				
417	TESTER;HP8949B/8495B,ATTENUATOR				
418	TESTER;HPJ2302A,DIGITAL COMMS AN				
419	TESTER;HPJ382A,ATTENUATOR				

420	TESTER;IC F3GT,TEST SET				
421	TESTER;IC F4023T,TEST SET				
422	TESTER;K2004,KYORITSU METER				
423	TESTER;K2046R,M/TECH METER				
424	TESTER;K240B,ATTENUATOR				
425	TESTER;LA6T,EPROM ERASER				
426	TESTER;LTD/8MK.V,MULTI METER				
427	TESTER;MC-160,COMMS MONITOR				
428	TESTER;ME 4510B,ANALYSER				
429	TESTER;MG 462A,LEVEL GENERATOR				
430	TESTER;ML524B,ANALYSER				
431	TESTER;MS331A,FAULT LOCATER				
432	TESTER;MT 500,MEGGER				
433	TESTER;MT-850,MULTI METER				
434	TESTER;MTBM515,MULTI METER				
435	TESTER;MW 9070B,ARINTSU OTDR				
436	TESTER;MX2400T,MAGNAVOX				
437	TESTER;MX430,MULTI METER				
438	TESTER;OLS1,FIBRE OPTIC LIGHT				
439	TESTER;OPM1,FIBRE OPTIC LIGHT				
440	TESTER;P110,PROGRAMMER				
441	TESTER;PCM 23,TESTER				
442	TESTER;PM 3305,OSCILLISCOPE				
443	TESTER;PM 3315,OSCILLOSCOPE				
444	TESTER;PM 3335,DIGITAL OSCILLOSC				
445	TESTER;PM 5501,PATTERN GENERATOR				
446	TESTER;PM2404,AMMETER				
447	TESTER;PM2505,MULTIMETER				
448	TESTER;PM6303,RCL METER				
449	TESTER;PR875,PROGRAMMER				

450	TESTER;PTS100&PTS200,TONE PROBE				
451	TESTER;RF 108,LEVEL METER				
452	TESTER;RSA SMFP2,ANALYSER				
453	TESTER;S101,DETECTOR				
454	TESTER;S113,FAULT LOCATER				
455	TESTER;S331D,ANALYSER				
456	TESTER;SMFP2,TEST SET				
457	TESTER;SUNSET 10,ANALYSER				
458	TESTER;T1820,TEST SET				
459	TESTER;T2400TH,MULTI METER				
460	TESTER;TBM811,MULTI METER				
461	TESTER;TBM812,MULTI METER				
462	TESTER;TDS2012,OSCILLOSCOPE				
463	TESTER;TDS220,OSCILLOSCOPE				
464	TESTER;TDS320,OSCILLOSCOPE				
465	TESTER;TDS420A,OSCILLOSCOPE				
466	TESTER;THS730A,OSCILLOSCOPE				
467	TESTER;TFS3030,OTDR				
468	TESTER;TKLAN-30,EXFO OTDR				
469	TESTER;TM2192,EPROM PROGRAMMER				
470	TESTER;TX3,MULTIMETER				
471	TESTER;TX90,TONE PROBE TEST SET				
472	TESTER;VC-6025,OSCILLOSCOPE				
473	TESTER;W&G BN2033,LEVEL GENERATOR				
474	TESTER;W&G DLA9,DATA LINE ANALYS				
475	TESTER;W&G OLS10&OLP10,FIBRE S&D				
476	TESTER;W&G OS12,LEVEL GENERATOR				
477	TESTER;W&G PCM23,AUDIO TEST SET				
478	TESTER;W&G PFA-30,DIGITAL COMMS				
479	TESTER;W&G PFA-35,DATA COM				

	ANALYS				
480	TESTER;W&G PMG-13,LEVEL GENERATO				
481	TESTER;W&G PMP-20,LEVEL METER				
482	TESTER;W&G PS-10,LEVEL GENERATOR				
483	TESTER;W&G PS-15,LEVEL GENERATOR				
484	TESTER;W&G PS-20,LEVEL GENERATOR				
485	TESTER;W&G PS-3,LEVEL GENERATOR				
486	TESTER;W&G PS-30,LEVEL GENERATOR				
487	TESTER;W&G PS-33,LEVEL GENERATOR				
488	TESTER;W&G PS-33A,LEVEL GENERATO				
489	TESTER;W&G SPM-15,SLECTIVE LEVEL				
490	TESTER;W&G SPM-3,LEVEL METER				
491	TESTER;W&G SPM-31,LEVEL METER				
492	TESTER;W&G SPM-32,SLECTIVE LEVEL				
493	TESTER;W&G SPM-32A,LEVEL GENERAT				
494	TESTER;W&G SPM-33,LEVEL METER				
495	TESTER;W&G SPM-34,LEVEL METER				
496	TESTER;W&G TFH2,LEVEL METER				
497	TESTER;WG15,ATTENUATOR				
498	TESTER;XL3120,FREQUENCY COUNTER				
499	TESTER;YSS 1315,OTDR				
500	TESTER;FTB-100B,EXFO OTDR				
501	TESTER;FSM-40S,FUJIKURA FUSION SPLICER				
502	TESTER;PAD-55-10L,KIKISUI POWER SUPPLY				
503	TESTER;NGB;POWER SUPPLY				
504	TESTER;UT60B;MULTIMETER UNI-T				
505	UNIT:MT24;MAJORTECH MULTIMETER				

506	TESTER;BIRD 4304A,WATT METER				
507	TESTER:AMS;ESD AUDIO MEASURING SET				
508	TESTER:CMS52;R&S RADIO COMMS MONITOR				
509	TESTER;K345A;LAMODA REGULATED P/S				
510	TESTER;HP8562B,SPECTRUM ANNALYSE				
511	TESTER;1200S,COMMS MONITOR IFR				
512	TESTER:SAGE JDSU OTDR				
513	TESTER;S820E,ANRITSU SITEMASTER				
514	TESTER;VePAL TX300E VeEX DATACOM TESTER				
515	TESTER;OPM-50 OPTICAL POWER METER - SHINEWAY TECH				
516	TESTER;VeEX MLX100 (IP LOOPBOX)				
517	TESTER;IDEAL NETWORKS UNIPRO MGIG 1 (IP TESTER)				
518	TESTER;ALBEDO AT-2048 (E1 & DATACOM ANALYSER)				
519	TESTER;SS-5705,OSCILLOSCOPE				
520	TESTER;MACONI 2945 COMMS SERVICE MONITOR				
521	TESTER;JDSU OLT-55 OPTICAL POWER METER				
522	TESTER;FIBRE SPLICER FUJIKURA 70S				
523	TESTER;FIBRE SPLICERMICRO CORE SUMITOMO TYPE-39				
524	TESTER;HP4934 TMS				
525	TESTER;JDSU OLT-55 LIGHT SOURCE				
526	TESTER;TYPE-71C+,SUMITOMO ELECTRIC				
527	TESTER;EXFO FLS300 - FIBRE OPTIC LIGHTSOURCE				
528	TESTER;FLUKE 130 - EARTH GROUND CLAMP				
529	TESTER;GRANDWAY FHA2S01 - FIBRE OPTIC ATTENATOR				

530	TESTER;GRANDWAY FHP2B04 FIBRE OPTIC POWER METER				
531	TESTER;GRANDWAY FHS2D02 FIBRE OPTIC LIGHTSOURCE				
532	TESTER;MEGABRAS EM4055 DIGITAL EARTH TESTER				
533	TESTER;SHINEWAYTECH PALM OTDR				
534	TESTER;TOPTRONIC TBM525 MULTIMETER				
535	TESTER;VDV11 PRO CABLE VERIFIER				
536	TESTER;VeEX VePAL TX130E				

The total of the Prices

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	1
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C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

The service provider is expected to assess the faulty equipment and provide Eskom with a quote. The above quote shall be for repairing or calibrating the items and delivery to Eskom Telecommunication's warehouse in Germiston. An order can only be created after a quotation is received by Eskom. Repairs/Calibration shall only be done after receiving an order from Eskom

The calibration and repair support shall be on as and when required basis for the duration of the contract

Employer's requirements for the service

- 1.2.1 Eskom Telecommunications require calibration and repairs of test instruments used in the provisioning of telecommunications services on an as and required basis
- 1.2.2 Each calibrated or repaired test instrument should be accompanied by a "SANAS certificate (ISO 17025)" and a report stating calibration information (deviation from standard and adjustments)
 - a) All equipment listed in Annexure 1 shall be calibrated according to SANS Accreditation stipulation and the relevant certificate to be issued
 - b) A report of calibration results shall be returned by the service provider indicating both pre and post calibration results
 - c) The calibration certificates for the equipment that is not SANAS accreditation should reflect the standard the calibration is traceable to.
 - d) Replaced equipment must be accompanied by a QA certificate and a calibration certificate bearing its serial number including the traceable/tracking information of the test equipment used for the calibration
- 1.2.3 Calibrated equipment shall have a calibration sticker affixed to the instrument indicating the test instrument's calibration status and the next calibration date. The calibration certificate shall be valid for a period of three (3) years
- 1.2.4 Faulty test instruments must be accompanied by the "root cause analysis" report detailing the cause of the fault and what repairs were done
- 1.2.5 Supplier shall provide a quote for the work within five (5) working days of receiving a request from Eskom
- 1.2.6 Supplier shall adhere to the Eskom Telecommunication's Quality procedure whilst calibrating the test equipment
- 1.2.7 Supplier shall keep records of calibrating certificates and equipment that they calibrated
- 1.2.8 Supplier shall report on equipment due for calibration at least six (6) weeks before expiry
- 1.2.9 Supplier shall provide monthly report on overdue equipment
- 1.2.10 Turnaround time for repairs shall be thirty (30) working days
- 1.2.11 Turnaround time for calibration shall be fifteen (15) working days
- 1.2.12 State your guaranteed turnaround time

- 1.2.13 The supplier shall provide at least a year warranty for the repaired equipment
- 1.2.14 Supplier to provide OEM accreditation certification as well as own equipment calibration certificates
- 1.2.15 The items must be traced by serial numbers. The same unit that is sent for repair shall be sent back to Eskom whether repairable or not.
- 1.2.16 All major part replacements (above 15%) of the retail value) shall be authorised by Eskom.
- 1.2.17 A fault report on repaired or irreparable items shall contain, at least, the following information,
- a) The serial number of the device
 - b) Fault description (which module is faulty)
 - c) Where possible to identify the cause of the failure
- 1.2.18 All equipment shall be repaired in the Republic of South Africa (RSA) where possible. In the case where this is not possible Eskom shall authorise the exporting of the item
- 1.2.19 The service provider shall provide direct, traceable, access to a fault logging centre.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ET	Eskom telecommunications
OEM	Original Equipment Manufacturer
RSA	Republic of South Africa
SLA	Service Level Agreement
QA	Quality Assurance
SANAS	South African National Accreditation System

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure B to this Service Information.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure C

Quality assurance requirements

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure D

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
None	N/A	N/A