

## NEC3 Professional Services

# Short Contract (PSSC3)

A contract between **NTCSA SOC Ltd**  
(Reg No. 2021/539129/30)

and

for **The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

<b>Contents:</b>	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	<b>Page No.</b>
<b>Part C1 Agreements &amp; Contract Data</b>		
C1.1 Form of Offer and Acceptance		[•]
C1.2 Contract Data provided by the <i>Client</i>		[•]
C1.2 Contract Data provided by the <i>Consultant</i>		[•]
<b>Part C2 Pricing Data</b>		
C2.1 Pricing assumptions		[•]
C2.2 Price List		[•]
<b>Part C3 Scope of Work</b>		
C3.1 The Scope		[•]

Documentation prepared by: [•]

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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 *Consultant* 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.

The offered total of the Prices exclusive of VAT is (*)	Not applicable; paid on time charge basis
Value Added Tax @ 15% is	Not applicable; paid on time charge basis
The offered total of the Prices inclusive of VAT is	Not applicable; paid on time charge basis
(in words) Not applicable; paid on time charge basis	

This Offer may be accepted by the Client by signing the form of Acceptance overleaf 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 *Consultant* 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 \_\_\_\_\_

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client shall pay the Consultant 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 Client 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: The Scope

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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Client (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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

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

Capacity \_\_\_\_\_

**for the Client** NTCSA SOC Ltd, Eskom Megawatt Park, Maxwell Drive, Sunninghill, Sandton, 2157

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

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

**Schedule of Deviations**

Note:

1. To be completed by the Client prior to award of contract. 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 Client prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Client 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 Client 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 Consultant**

**For the Client**

Signature _____ Name _____ Capacity _____ On behalf of _____ (Insert name and address of organisation) Name & signature of witness _____ Date _____	_____ _____ _____ NTCSA SOC Ltd, Eskom Megawatt Park, Maxwell Drive, Sunninghill, Sandton, 2157 _____ _____ _____
---	---

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

## C1.2 Contract Data

### Data provided by the *Client*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Client</i> is (Name):	<b>NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
11.2(6)	The <i>services</i> are	<b>Develop a Digital Transformation Strategy &amp; Roadmap and an IT Strategy &amp; Roadmap that will enable NTCSA to become a digitally mature, agile, and data-driven organisation</b>
11.2(7)	The Scope is in	<b>the document called 'C3.1 The Scope' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>TBA</b>
11.2(2)	The <i>completion date</i> is.	<b>6 Months from the contract start date</b>
12.2	The <i>law of the contract</i> is	<b>the Republic of South Africa</b>
13.3	The <i>period for reply</i> is	<b>2 days</b>
41.1	The <i>defects date</i> is	<b>52 weeks after Completion</b>
50.1	The <i>assessment day</i> is the	<b>25<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> for late Completion are	<b>0,5% per day up to a maximum of 10% of the contract value</b>
51.2	If a rate less than 0.5% per week of delay has been agreed	<b>The interest rate on late payment is 0%</b>
51.3	The <i>currency of this contract</i> is the	<b>South African Rand</b>
82.1	The Consultant's total liability to the Client for matters for which insurance is provided is limited to	<b>The total of the prices</b>
	The Consultant's total liability to the Client for other matters is limited to	<b>The total of the prices</b>
93.1	The <i>tribunal</i> is:	<b>arbitration.</b>

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

The *arbitration procedure* 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 the arbitrator if the Parties cannot agree a choice is:

**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**The conditions of contract are the NEC3 Professional Services Short Contract (April 2013)<sup>2</sup> and the following additional conditions:**

## **51 Payment**

51.3 Payments are in the *currency of this contract* unless otherwise stated in this contract.

### **Z1 Cession delegation and assignment**

Z1.1 The *Consultant* 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 *Consultant* 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 *Consultant* 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 *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.

Z2.3 The *Consultant* 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 *Consultant* in writing.

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

Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.

Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

Z3.4 Failure by the *Consultant* 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 those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

**Z4 Confidentiality**

Z4.1 The *Consultant* 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 *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, 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 *Consultant* 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 *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

**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, 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 Provision of a Tax Invoice. Add to core clause 51**

Z6.1 The *Consultant* (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.

**Z7 Notifying compensation events**

Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

**Z8 Employer's limitation of liability**

Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

**Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

Z9.1 or had a business rescue order granted against it.

**Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)**

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

## **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 *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant'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 *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* 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

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

*Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant'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 *Consultant* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance**

**Z 12 .1 Replace condition of contract 81 with the following:**

**Insurance cover 81**

- 81.1 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.
- 81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover</b>	<b>For the period following Completion of the whole of the services or earlier termination</b>
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The total of the Prices	For the duration of the Contract
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><b><u>Loss of or damage to property:</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	For the duration of the Contract
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	For the duration of the Contract

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

81.3 The *Client* provides the insurances in the Insurance Table B

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* 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 *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* 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 *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* 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**

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* 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 *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

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 *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* 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.

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

**Data provided by the Consultant (the Consultant’s Offer)**

The tendering consultant is advised to read both the NEC3 Professional Services Short Contract (April 2013) and the relevant parts of its Guidance Notes (PSSC3-GN)<sup>1</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the PSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

---

10.1	The <i>Consultant</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]

---

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*

---

22.2	The name, job, qualifications and experience of <i>Consultant’s</i> key people are in	[•]
------	---	-----

---

50.3	The <i>staff rates</i> are	
------	----------------------------	--

	Person or Job	Unit of measure	Rate
	People not stated here are at open market or competitive tendered rates		

---

11.2(5)	The offered total of the Prices is:  [Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter ‘Not Applicable’].	<b>R[•]</b> <b>excluding VAT</b> <b>[in words]</b> <b>[•]</b> <b>excluding VAT</b>
---------	--	--

---

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za) .

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Client* or the tendering consultant.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
- If the *Consultant* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

### C2.2 Price List

The Price List is as per the BOQ

Professionals					
Item	Description	Min. quantity of professionals required in number	Max quantity of hours applicable (6months)	Rate/hour	Amount
1	Lead Consultant / Project Director	4	960		R0.00
2	Digital Strategy Specialist	1	960		R0.00
3	Enterprise Architect	1	960		R0.00
4	Data and Analytics Expert	1	960		R0.00
5	Change Management Specialist	1	960		R0.00
6	Business Process Analyst	1	960		R0.00
<b>Sub-total</b>					<b>R0.00</b>
<i>Note: Contract price adjustment is not applicable</i>					
Disbursements (If applicable)					
Item	Description	Unit	Quantity	Rate	Amount
1	Accommodation	Per night	1		R0.00
2	Living out allowance	Per day	1		R0.00
3	Travel (LDV)	KM (Kilometer)	1		R0.00
<i>Flights and the like, shall be on a proven cost basis (three quotations), should they become applicable. Bidders to note provisions of National Treasury instruction 03 of 2017</i>					
<b>Sub-total</b>					<b>R0.00</b>
<i>Note: Contract price adjustment is not applicable</i>					

The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.

## C3: Scope of Work

### C3.1 The Scope

#### 1. Purpose of the services

The purpose is to develop a Digital Transformation Strategy & Roadmap and an IT Strategy and Roadmap (including unbundling) that will enable NTCSA to become a digitally mature, agile, and data-driven organisation.

The NTCSA Corporate Plan discusses the need for digitisation and digitalisation and how the utility sector is being disrupted by emergent 4IR technologies. It also discusses the intent for NTCSA to be independent. NTCSA is seeking to appoint a suitably qualified and experienced consulting firm to develop a comprehensive Digital Transformation Strategy and I&T Unbundling Strategy.

A consolidated information management and technology program is needed, supported by a Digital Transformation Strategy that covers both grid and IT modernization to make NTCSA a digital utility. The strategy will guide the organisation in leveraging technology, data, and digital capabilities to improve operational efficiency, enhance customer and employee experiences, enable data-driven decision-making, and achieve strategic business objectives.

The objectives are:

- Assess the current digital maturity and technology landscape of the organisation.
- Benchmark digital transformation and IT unbundling requirements against international transmission utilities.
- Define the desired future state and digital vision aligned with the corporate strategy.
- Identify key digital transformation themes, opportunities and capability gaps.
- Develop a prioritised, actionable digital transformation roadmap including unbundling requirements.
- Recommend governance, change management and implementation structures to ensure sustainable execution.

#### 2. Description of the services

This Scope of Work outlines the professional IT services to be provided to NTCSA by the Vendor, that align with the organisation's strategic and operational intent for independence and digital transformation.

The scope of the assignment shall include, but is not limited to, the following phases and activities:

##### Phase 1: Inception and Project Planning

- Conduct a project inception meeting to confirm scope, deliverables, stakeholders and project plan. The engagements need to cover all the relevant NTCSA functional areas.
- Develop a detailed work plan and stakeholder engagement schedule.
- Define the following: project governance, reporting, risk management and quality assurance requirements.

##### Phase 2: Current State Assessment

- Benchmark the organisation against industry peers and best practices with regards to Digital Transformation and the IT unbundling from vertically integrated models.
- Assess the impact of the TSO unbundling on the required digital transformation.
- Review existing ICT processes, systems, applications, infrastructure, data management practices, and digital initiatives.
- Identify strengths, weaknesses, risks and improvement opportunities.

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

- Conduct stakeholder interviews and workshops across business units.
- Assess digital maturity using a recognised framework (e.g., Unified Digital Maturity Model (Armstrong & Lee) - preferred, Gartner, TM Forum, Deloitte Digital Maturity Model).

**Phase 3: Future State Vision and Target Operating Model**

- Define the desired digital vision, principles and objectives aligned with NTCSA strategic goals.
- Propose a target digital operating model, including governance, processes, data architecture, platforms and people capabilities.
- Propose a target unbundled operating model for Information Technology function, including governance, processes, data architecture, platforms and people capabilities.
- Identify enabling technologies such as cloud, automation, analytics, artificial intelligence and digital experience platforms.

**Phase 4: Gap Analysis and Strategic Recommendations**

- Perform a detailed gap analysis between the current and future state.
- Identify key transformation and unbundling themes, initiatives and enablers.
- Recommend quick wins, medium-term and long-term initiatives.
- Provide a high-level business case and value proposition for each major initiative.

**Phase 5: Digital Transformation and IT & Unbundling Roadmap Development**

- Develop a 5-year digital transformation roadmap and an IT roadmap (including unbundling) with clear milestones, timelines, dependencies and indicative cost estimates.
- Define measurable performance indicators and key success factors.
- Develop a model to quantify the step change in business performance associated with Digital Transformation.
- Prioritize initiatives based on impact, feasibility and alignment to business priorities.

**Phase 6: Governance & Implementation and Change management Framework**

- Recommend the governance structure for strategy execution.
- Define roles and responsibilities, decision-making processes and reporting lines.
- Propose a benefits realisation and performance monitoring framework.
- Provide a high-level change management and communication plan to drive adoption.

**Phase 7: Final Strategy and Executive Presentation**

- Consolidate all findings, analyses and recommendations into a comprehensive Digital Transformation Strategy & Roadmap document and an IT Strategy & Roadmap document. These documents must also include emphasis on the unbundling requirements.
- Prepare an executive summary and presentation for the senior and executive managers.
- Incorporate feedback and finalise all deliverables.

**Deliverable Breakdown**

Phase	Deliverable	Description	Acceptance Criteria	Anticipated Duration
1	Inception Report	Project plan, governance structure and stakeholder engagement plan.	Approval by delegated representative	2 Weeks
2	Current State Assessment Report	Findings from systems review, stakeholder interviews and maturity assessment.		4 Weeks
3	Future State Vision and Target Operating Model	Defined digital vision, principles and proposed operating model.		4 Weeks
4	Gap Analysis and Recommendations Report	Identified capability gaps and recommended intervention		4 Weeks
5	Digital Transformation Roadmap	Phased roadmap (5 years) with initiatives, timelines and resource implications.		2 Weeks

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

5	IT and Unbundling Roadmap	Phased roadmap (5 years) with initiatives, timelines, and resource implications.		2 Weeks
6	Governance and Implementation Framework	Structure and approach for execution, monitoring and benefits realisation.		2 Weeks
6	Change Management Framework	Guidelines to support organisational adoption of digital initiatives. The framework should include, but is not limited to the following: <ul style="list-style-type: none"> <li>• Organisational readiness assessment.</li> <li>• Stakeholder change impact analysis.</li> <li>• Communication plan expectations (scope, channels, frequency).</li> </ul>		2 Weeks
7	Final Digital Transformation Strategy Document	Comprehensive strategy document and executive presentation. The strategy must also include digital transformation risks.		2 Weeks

**Duration of Contract**

The duration of the assignment is expected to be approximately six (6) months weeks from the date of contract award.

The consultant shall propose and submit a detailed schedule with milestones, dependencies and review points within 2 weeks of contract start date.

Progress updates shall be provided at agreed intervals, including at least:

- Weekly project progress meetings or as otherwise agreed.
- Monthly written progress reports.
- Interim presentations at the end of major phases.
  1. Inception and Project Planning
  2. Current State Assessment
  3. Future State Vision and Target Operating Model
  4. Gap Analysis and Strategic Recommendations
  5. Digital Transformation Roadmap & IT and Unbundling Roadmap Development
  6. Governance and Implementation Framework, Change Management Framework
  7. Final Strategy and Executive Presentation

**Consultant Requirements and Expertise**

Vendors must demonstrate:

- Proven experience in developing digital transformation strategies for organisations of comparable size and complexity.
- Multidisciplinary expertise covering business strategy, IT strategy, enterprise architecture, data and analytics, process automation and change management.
- Familiarity with recognised frameworks and standards (e.g., TOGAF, DAMA-DMBOK, COBIT, ITIL, Agile or similar).
- At least 2 successfully completed digital transformation projects within the last 5 years.
- Strong stakeholder engagement and facilitation capabilities.

Key team members must include:

- Lead Consultant / Project Director
- Digital Strategy Specialist
- Enterprise Architect

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

- Data and Analytics Expert
- Change Management Specialist
- Business Process Analyst

**Reporting and Governance**

The appointed vendor will report to the delegated representative.

**Intellectual Property**

All work performed, remains the intellectual property of NTCSA.

All information, data and materials shared during the course of the engagement shall remain the property of NTCSA.

The consultant shall treat all information as confidential and shall not disclose it to third parties without prior written consent.

All deliverables, reports and materials produced under this assignment shall become the exclusive property of NTCSA upon completion.

**Content of Tender Submission**

Potential tenderers are asked to provide the following within their submission:

- Sample Digital Transformation Strategy (Powerpoint format).
- A detailed methodology and approach.
- Project plan and timeline.
- Company profile and references of similar assignments, with contactable references. It is the vendors responsibility to obtain consent from the references in order to disclose their contact information.
- Detailed CVs of key personnel.
- Evidence of any membership of professional bodies that are relevant to this contract.

Tenderers are required to complete the response template spreadsheet, titled “NTCSA IM Digital Transformation Professional Services - Tender Response Spreadsheet”, included with this document. Please use this spreadsheet to guide you in your response.

**3. Existing information**

NTCSA Corporate plan within the first week of contract start date.  
Corporate Identity documents and presentation templates.

**4. Specifications and standards**

Title	Date revision	or	Tick if available	publicly
<b><u>General Specifications:</u></b>				
Not Applicable				
<b><u>Technical specifications:</u></b>				
Not Applicable				

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

---

## 5. Constraints on how the *Consultant* is to Provide the Services

### 5.1 Sequence, timing, method and conduct of work

As per the Consultant's accepted program.

### 5.2 Quality management

The Consultants shall comply to the applicable Eskom Quality Management Specification 240-105655800, Category 1 clause 3.7 (post contract award requirements) throughout the execution of the contract.

### 5.3 Resolution of disputes by adjudication

If a dispute cannot be settled between the *Client* and the *Consultant* within 30 days of notification by either Party to the other, then either Party may refer the dispute for decision by an Adjudicator before any reference of the matter to the *tribunal* in terms of this contract.

The Adjudicator is chosen by the Party wishing to refer a matter to him from the ICE-SA List of NEC Adjudicators<sup>2</sup>. The Parties conclude a NEC3 Adjudicator's Contract (April 2013) with the chosen Adjudicator within 7 days of the selection.

The matter is then referred and decided by the chosen Adjudicator as though the matter had been referred to him in accordance with Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3).

The chosen Adjudicator acts in the role of the *Adjudicator* in PSC3 and the Parties in this contract act as though they were the *Employer* and the *Consultant* respectively in Option W1 of the PSC3 (April 2013).

### 5.4 Meetings

Progress updates shall be provided at agreed intervals, including at least:

- Weekly project progress meetings or as otherwise agreed.
- Monthly written progress reports.
- Interim presentations at the end of major phases.
  1. Inception and Project Planning
  2. Current State Assessment
  3. Future State Vision and Target Operating Model
  4. Gap Analysis and Strategic Recommendations
  5. Digital Transformation Roadmap & IT and Unbundling Roadmap Development
  6. Governance and Implementation Framework, Change Management Framework
  7. Final Strategy and Executive Presentation

### 5.5 Use of standard forms

As per NEC PSSC3.

### 5.6 Invoicing and payment

In terms of core clause 50.1 the *Consultant* assesses the amount due and applies to the *Client* for payment. The *Consultant* applies for payment with a tax invoice addressed to the *Client* as follows:

---

<sup>2</sup> ICE-SA is a joint Division of SAICE and the ICE (London). See [www.ice-sa.org.za](http://www.ice-sa.org.za) for the List of NEC Adjudicators.

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

The *Consultant* shall address the tax invoice to \_ **NTCSA SOC Ltd** and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4710303126
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- An individual serial number (tax invoice number) and date issued.
- A full and proper description of goods and/or services supplied.  
Please note: Merely referring to a contract is not sufficient.
- The quantity or volume of goods or services supplied.\*
- Where the supply is subject to VAT at the standard rate, the following in Rand:
  - The value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @15% OR
  - The total consideration and the amount of VAT charged.

#### Payment

- On approval of the amount of work done at each assessment interval, a signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the 25th day of each month. The Consultant should only include the work for one task order on an invoice.
- The Consultant must ensure that his invoice is according to the exact work completed. No work may be claimed that has not been completed. If work is claimed which is not complete, this will be seen as a fraudulent claim which may lead to termination of the contract.
- The Consultant will submit his claim on the assessment day as per the NEC Payment Certificate format. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Consultant. On acceptance of the Payment Certificate by the Employer the Consultant submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement Processes.

#### Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected.

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

- The Contractor is welcome to forward the details of invoices corrected to the FSS contact center.
- All invoices for payment must be submitted [Invoicesntcsalocal@ntcsa.co.za](mailto:Invoicesntcsalocal@ntcsa.co.za).

**5.7 BBBEE and preferencing scheme**

The Consultant should at a minimum, maintain or improve their B-BBEE status for the duration of the contract.

**5.8 Health and safety**

All Health and safety protocols as per NTCSA to be adhered to.

The services to be provided fall within the exemption of normal OHS requirements, as per clause 3.2.2.7 (b) and (c) of the 32-726 Eskom Contract and Contractor OHS Management. The undersigned acknowledges that, due to the nature and scope of services, OHS requirements will not apply at the tendering phase. Consequently, OHS will not form part of the tender evaluation criteria nor the cross-functional team.

Notwithstanding the exemption at tender stage, the successful supplier shall:

- Sign the 37.2 Agreement at contract award.
- Maintain a valid letter of good standing for the duration of the contract.
- Attend OHS Induction after contract award, which shall include OHS Baseline Risk Assessment, Workplace Ergonomics and Life Saving Rules. This induction shall be repeated annually for the duration of the contract.
- Sign the Annexure B Acknowledgement form, undertaking compliance with all Legal and Eskom requirements at all times while on Eskom premises.

**5.9 Documentation control and retention****5.9.1 Identification and communication****Communication Format:**

All Microsoft Office formats (Word, Excel, PowerPoint) and PDF are acceptable formats for communication.

**Preferred methods:**

Formal letters shall be used for contractual matters.

Emails shall be used for routine updates and non-contractual communication.

**Content requirements:**

NEC3 standard forms, available in the Eskom intranet, shall be used for the administration of the contract, to ensure clarity and compliance with contractual obligations.

**Communication Constraints:**

Email limitations: Contractual communication shall be attached as separate documents in acceptable formats (Microsoft Office or PDF) rather than embedded within the email body.

**5.9.2 Retention of documents**

In accordance with clause 13.6, and as further specified in the Contract Data, the Consultant shall retain copies of all drawings, specifications, designs, reports and other documents ("Retention Documents") that record the services performed under the Scope of this Contract. These Retention Documents shall be retained in electronic format, as pdf files or Microsoft Office files. All signed documents to be saved as locked pdf files.

**5.10 Facilities to be provided by the Consultant**

Not Applicable

**5.11 Cataloguing Requirements by the Consultant**

Not Applicable

**The professional IT services to be provided to NTCSA to develop a comprehensive Digital Transformation Strategy.**

**6. Requirements for the programme**

The consultant shall propose and submit a detailed schedule with milestones, dependencies and review points within 2 weeks of contract start date.

**7. Information and other things provided by the *Client***

Item	Date by which it will be provided
Corporate Plan	TBC
Corporate Identity	TBC