



NEC3 Term Service Contract (TSC3)

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

and **TONTRAC SYSTEMS ANALYTICS PTY LTD**
(Reg No. 2014/253567/07)

for **THE PROVISION AND OPERATING, MAINTENANCE
AND MONITORING OF WEIGHBRIDGE AUTOMATION
SYSTEMS AT ARNOT, GROOTVLEI, HENDRINA AND
CAMDEN POWER STATIONS FOR A PERIOD OF
FIVE YEARS, AND AT KUSILE POWER STATION FOR
ONE YEAR**

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CONTRACT No. [Insert at award stage]

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PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

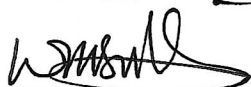
The provision and operating, maintenance and monitoring of weighbridge automation systems at Arnot, Grootvlei, Hendrina and Camden Power Stations for a period of five years, and at Kusile Power Station for one year.

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.

Option A	The offered total of the Prices exclusive of VAT is	R112 136 745.36
	Sub total	R112 136 745.36
	Value Added Tax @ 15%	R16 820 511.80
	The offered total of the amount due inclusive of VAT is ¹	R128 957 257.16
	One hundred and twenty-eight million nine hundred and fifty seven thousand two hundred and fifty seven Rand and sixteen cents.	

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, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)



Name(s)

WILLIAM HUGH BUTLER

Capacity

CHIEF EXECUTIVE OFFICER

For the
tenderer:

TONTRAC SYSTEMS ANALYTICS PTY LTD
Unit 56 Thembi Place Office Park
15 Calderwood Street, Lonehill, Johannesburg 2062
(Insert name and address of organisation)

Name &
signature of
witness

Jeni Martin 

Date

31/03/25

Tenderer's CIDB registration number:

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

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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.

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)

MARIO NEVES

Capacity

SENIOR MANAGER: LOGISTICS

for the
Employer

ESKOM HOLDINGS SOC LTD
Eskom Megawatt Park
P O Box 1091, Sunninghill, 2000

(Insert name and address of organisation)

Name &
signature of
witness

Andile Khumalo



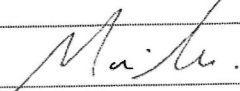
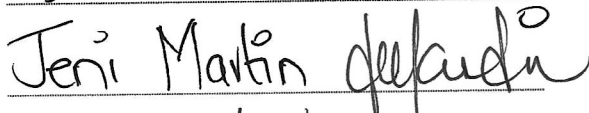
Date

31/03/25

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form 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 contract document and the receipt by the Contractor of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	For the Employer
Signature		
Name	William Butler	Mario Neves
Capacity	CEO	Senior Manager: Logistics
On behalf of	(Insert name and address of organisation) Tendee System Analytics (Pty) Ltd 56 Thumani Place office park 15 Calderwood street Lenegat 2062	(Insert name and address of organisation) Eskom Megawatt Park P O Box 1091, Sunninghill, 2000
Name & signature of witness	Jeni Martin 	Andile Khumalo 
Date	31/03/25	31/03/25

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C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Andile Khumalo
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel	0118005536
	Fax	N/A
	e-mail	khumalai@eskom.co.za
11.2(2)	The Affected Property is	Arnot, Camden, Grootvlei, Hendrina and Kusile Power Station weighbridges.

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

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11.2(13)	The service is	The provision and operating, maintenance and monitoring of weighbridge automation systems at Arnot, Grootvlei, Hendrina and Camden Power Stations for a period of five years, and at Kusile Power Station for one year.
11.2(14)	The following matters will be included in the Risk Register	▪ Loss or damage to the Plant and Materials caused by industrial action, riots, force majeure and negligence by the Employer or Others. ▪ Loss of Employer's operational data. ▪ Data manipulation as both environments (Development and Production) are in the service providers' control. ▪ Other risks will be identified, addressed and registered during the risk register meeting.
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 law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	48 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The starting date is.	1 April 2025
30.1	The service period is	5 years at Arnot, Grootvlei, Hendrina and Camden Power Stations, and 1 year at Kusile Power Station
4	Testing and Defects	The Defect correction period shall be determined by the nature of a defect, access to the plant, availability of spares and shall be such period as is reasonable and agreed in all circumstances between the Parties. Defects Date is 52 weeks after the respective Task Order Completion Date. The time to respond to a Defect's notification will be 24 working hours.
5	Payment	
50.1	The assessment interval is	The Contractor must submit its application for payment by the 25th day of each successive month - the assessment date being the 25th day of each successive month.

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51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Sixty (60) days after the Contractor provides the Employer with an invoice in accordance with the law of the contract and the Employer's requirements stated in the Clause Z7 and/or in the Service Information, reflecting the amount due for payment equal to that certified, accepted, or corrected by the Employer / Service Manager.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged 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.
6	Compensation events	As per NEC3 TSC core clause 6
7	Use of Equipment Plant and Materials	As per NEC3 TSC Core clause 7
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Only those identified under sub-clause 80.1 in the NEC3.
9	Termination	As per NEC3 TSC Core clause 9
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	Annually
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	A person from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will	

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choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

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

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The base date for indices is **November 2024**

Cost Component	Proportion	Index and Source Table	Base Date Index Value	Base Date	Frequency Adjustment
Overheads	85%	Stats SA CPI Headline Items (P0141) Table A	99.9	November 2024	Annually from Commencement Date
Fixed	15%	Fixed	Not Applicable	Not Applicable	Not Applicable
Total	100%				

Item "D" on the Price List is excluded from the annual adjustment

Cost Component	Proportion	Index and Source Table	Base Date Index Value	Base Date	Frequency Adjustment
Fuel	100%	Diesel (Inland) (0.05 Sulphur)	1866.17	November 2024	Monthly

Item "D" on the Price List is subject to monthly adjustment

X2 Changes in the law It becomes a compensation event if it happens after Contract Date based on the Law of the Republic of South Africa

X17 Low Services Damages As per the Service Level Agreement to discussed and agreed by both Parties

X18 Limitation of liability

X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to **R0.00 (zero Rand)**

X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to **The amount of the deductible(s) relevant to the event.**

The Employer recognises that as at the Contract Date the designs, plans and specifications of the Tontrac System as deployed on the Affected Properties is acceptable to the Contractor.

X18.3 The Contractor's liability for Defects due to his design of an item of Equipment is limited to **The greater of**

- the total of the Prices at the Contract Date
- or
- the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles

The Employer recognises that as at the Contract Date the designs, plans and

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specifications of the Tontrac System as deployed on the Affected Properties is acceptable to the Contractor.

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	The total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is limited to the duration of the contract. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for ▪ 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 where such death or injury was due to the gross negligence or wilful conduct of the Contractor and ▪ infringement of an intellectual property right For the avoidance of doubt it is recorded that the Tontrac System is a Coal Accounting System and the Contractor does not assume any liability for any theft or criminality howsoever arising The Employer recognises that as at the Contract Date the designs, plans and specifications of the Tontrac System as deployed on the Affected Properties is acceptable to the Contractor.
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X18.5	The end of liability date is	180 days after the end of the Service Period
19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1	Cession delegation and assignment	
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Unless prescribed otherwise by law or which results in a Party prohibited from ceding,

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delegating, or assigning any of their rights, obligations, risks, or roles to any person for certain circumstances:

Z1.1 Either Party does not cede, delegate, or assign any of its rights, obligations, risks, or roles to any person or change ownership or directors without the written consent of the Other Party in this contract, which consent shall not be unreasonably or unlawfully withheld.

Z1.2 Notwithstanding the above, the Employer may on written consent obtained from the Contractor cede, delegate, or assign its rights and obligations, risks, and roles 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. The Contractor shall be entitled to conduct own due diligence on the operations of the proposed subsidiary as a legal entity and the Employer may provide Guarantees to the Contractor, if so requested by the Contractor for the due performance by the Employer's cessionary/delegatee of all such cessionary's/delegatee's obligations under this contract.

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 core clause 92, and the amount due is A1, A2 and A3 as stated in core clause 93.

Z4 Confidentiality

Z4.1 Neither Party uses and/or discloses or makes any information that is confidential and/or proprietary to the other Party and/or that arises 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 Party receiving same, enters the public domain or to information which was already in the possession of the Party receiving same at the time of disclosure (evidenced by written records in existence at that time). Should

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either Party disclose information to Others in terms of core clause 25.1 or otherwise, that Party ensures that the provisions of this clause Z4 are complied with by the recipient.

Z4.2 If either Party is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the other Party.

Z4.3 In the event that either Party is, at any time, required by law to disclose any such information which is required to be kept confidential, that Party, to the extent permitted by law prior to disclosure, notifies the other Party 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 Party required to disclose 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 Z4.

Z4.6 The *Contractor* is permitted to reference its relationship with the *Employer* when marketing its services to prospective customers (for eg. Mines who are supplying the *Employer*).

Z5 Intellectual property rights

Z5.1 Any intellectual property rights in and to the *Contractor's* platform (comprising, collectively, the Equipment, the software, facilities and systems developed and/or used by the *Contractor* to Provide the Service) and all components thereof (presently in use and still to be developed) remain/s, at all times, vested in the *Contractor* (and/or its licensors) and the *Employer* does not, during the *service period* or at any time thereafter, acquire or become entitled to claim any right or interest in and to the *Contractor's* platform and/or any components thereof.

Z5.2 The *Employer* undertakes not to itself, and to ensure that no others under the *Employer's* direction and control, in any way and/or at any time copy, alter, modify, enhance, reverse engineer or otherwise interfere with the *Contractor's* platform and/or any components thereof.

Z5.2 Ownership of the data collected by the *Contractor* from/relating to the *Employer* in the course of Providing the Service remains, at all times, vested in the *Employer*, provided that nothing in this contract prevents the *Contractor* from using data processing techniques, ideas, skill, knowledge, methodologies, algorithms, experience and know-how (including programming skills, tools and techniques) gained during the performance of this contract in the furtherance of its normal business, unless this would involve a disclosure or infringement of the *Employer's* intellectual property rights.

Z5.3 This clause Z5 is severable from the rest of this contract and remains valid and binding on the Parties for the *service period* and indefinitely thereafter.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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*.

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- 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.

Z7.2 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.

Z8 Applications for payment and assessment thereof: Add to core clause 50

- Z8.1 By each assessment date, the *Contractor* submits separate applications for payment for each item specified in Part C2 (Pricing Data), being each of:
- Platform Licences;
 - System Rental;
 - Provision of system support functions
 - Adjustable fuel recovery charge;
 - Remote Support / Help Desk Team Recovery;
 - Connectivity Solution; and
 - Tontrac System Analytics Management.

Ad Hoc Invoices for services requested by the *Employer* from time to time

- Z8.2 The scope of the assessment by the *Service Manager* of the applications for payment submitted pursuant to clause Z8.1 above is, save in respect of the application(s) for payment for the Adjustable fuel recovery charge, limited to verifying that the amounts due in terms of the applications for payment match/accord with the amounts specified in Part C2 (Pricing Data).
- Z8.3 The *Service Manager* does not, by reason of any disputed assessment in respect of any application(s) for payment for the Adjustable fuel recovery charge or the Ad Hoc invoices, refrain from or delay issuing payment certificates in respect of the remaining applications for payment submitted pursuant to clause Z8.1 above.

Z9 Provision of a Tax Invoice and interest: Add to core clause 51

- Z9.1 Within one week of receiving a payment certificate(s) 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(s).
- Z9.2 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.
- Z9.3 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.

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Z10	Notifying compensation events
Z10.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> 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.
Z11	Title to the Contractor's Equipment: Add to core clause 70
Z11.1	Ownership of the Equipment (i.e. hardware used by the <i>Contractor</i> to Provide the <i>Service</i>) and all components thereof remains, at all times, vested in the <i>Contractor</i> .
Z11.2	The Contractor is entitled to: ▪ at all times during the <i>service period</i>, modify or replace parts or components of the Equipment; and ▪ after the end of the <i>service period</i>, remove the Equipment and all components thereof from the Affected Property.
Z11.3	A limited hardware warranty applies to the Equipment as follows: ▪ The warranty only covers replacement and/or repairs of Equipment due to latent defects during the useful life of the Equipment and is subject to the <i>Employer's</i> continued use of the <i>Contractor's</i> field support services for both preventative and corrective maintenance services on the Equipment. ▪ The <i>Contractor</i> does not warrant any Equipment against defects and/or damage caused by misuse, abnormal operating conditions, fire, water, lightning, extreme temperatures, unlawful use, tampering, sabotage, modifications by persons other than the <i>Contractor</i>, intentional or unintentional damage, acts of God or events beyond the control of the <i>Contractor</i>. ▪ The <i>Contractor</i>, at its sole discretion, chooses to either repair or replace any defective or damaged Equipment falling under this warranty. ▪ The <i>Contractor</i> is not liable for any loss, including consequential damages, caused to the Employer save for the replacement or repair of the specified defective Equipment.
Z12	Employer's limitation of liability
Z12.1	Save for claims in respect of clauses Z4 and Z5 above and clause Z15 below, the <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand).
Z12.2	Save for claims in respect of clauses Z4 and Z5 above and clause Z15 below, the <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.
Z13	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z13.1	or had a business rescue order granted against it.
Z14	Dispute resolution procedure: Add to Data for Option W1
Z14.1	Prior to any dispute arising under or in connection with this contract being referred to the <i>Adjudicator</i> , the Parties shall endeavour to resolve the dispute on the basis that:

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- within 5 (five) working days of such dispute arising, either Party may give notice to the other Party that the provisions of this clause Z14 are to apply to the dispute. The notice shall include a summary of the issue(s) in dispute; and
- the *Employer's* Senior Manager: Logistics and the *Contractor's* chief executive officer (the "managerial representatives") shall, within 5 (five) working days of the notice referred to in the immediately preceding bullet point of this clause Z14.1, attempt to resolve the dispute in good faith by meeting in person or by means of video conferencing, or other remote electronic means as may be appropriate. If necessary, the managerial representatives shall repeat their attempt within a further 3 (three) day period.

Z15 Non-solicitation

- Z15.1 Neither Party shall be entitled to solicit, offer employment to, or employ Senior Management of the Contractor without the prior written consent of the other Party, both during the *service period* and for a period of 12 (twelve) months after the end of the *service period*.

Z16 Ethics

For the purposes of this clause Z16, 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,
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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,
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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,
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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,
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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,
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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,
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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
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Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
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- Z16.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z16.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

- Z16.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

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Z16.4 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.

Z17 Insurance

Z17.1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of the end of the *service period* and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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Z17.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

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

Z18 Nuclear Liability - N/A

Z18.1 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.

Z18.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z18.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z18.4 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.

Z18.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

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C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name):	TONTRAC SYSTEMS ANALYTICS PTY LTD
	Address	56 Thembi Place Office Park 15 Calderwood Street Lonehill 2062
	Tel No.	011 465 9663
	Fax No.	N/A
11.2(8)	The direct fee percentage is	15%
	The subcontracted fee percentage is	15%
11.2(14)	The following matters will be included in the Risk Register	Employer staff resistance to change Manipulation of system by drivers and staff
11.2(15)	The Service Information for the Contractor's plan is in:	N/A
21.1	The plan identified in the Contract Data is contained in:	N/A
24.1	The key people are:	
	1 Name:	Maritz du Toit
	Job:	Head of Operations
	Responsibilities:	Operations Management
	Qualifications:	Project Management Qualification
	Experience:	15 years
	2 Name:	Tyler Els
	Job	Customer Relations Manager
	Responsibilities:	Client Relations
	Qualifications:	
	Experience:	10 years
		CV's (and further key person's data including CVs) are in
A	Priced contract with price list	
11.2(12)	The price list is in	C2.2 Price List

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11.2(19) The tendered total of the Prices is

R112 136 745.36
excl. VAT subject to adjustment per X1 and Z11

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PART 2: PRICING DATA

TSC3 Option A

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

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C2.2 the *price list*

Refer to Annexure A for the full price list.

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PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	3
C3.2	<i>Contractor's Service Information</i>	N/A
Total number of pages		

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C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

Tontrac uses an order-based accounting system to verify, approve and track the movement of coal along various points of the supply chain. Truck loads are tracked at each security checkpoint via secure communications to a cloud server and pre-certified stockpiles are monitored against delivered tonnages.

The Tontrac system is installed at 5 Eskom Power Stations, Arnot, Camden, Hendrina, Grootvlei and Kusile. The system is monitored and supported by a 24-hour, 7-day-a-week Tontrac control room and On-Site Technical Field Service Team. The user interface is web-based with a computer and smartphone access and is also monitored in the PED control room at Megawatt Park.

Description of Service/ product that needs to be provided.

- Secured weighbridge data management system.
- Automated verification tamper evident seal system.
- Coal truck access control management system.
- Unmanned weighbridge access management system.
- Automated document, reports management system.
- Remote Operation Centre (ROC) "Control Room"
- Mobile App
- 24/7 On Site Technical Field Service Support

The scope of work includes:

- To operate, secure, and maintain the weighbridge software system on three bidirectional weighbridges at Arnot Power Station.
- To operate, secure, and maintain the weighbridge software system on two inbound and two outbound bi-directional weighbridges at Camden Power Station.
- To operate, secure, and maintain the weighbridge software system on four bi-directional weighbridges at Grootvlei Power Station, two inbound and two outbound.
- To operate, secure, and maintain the weighbridge software system on two bi-directional weighbridges at Hendrina Power Station, one inbound and one outbound.
- To operate, secure, and maintain the weighbridge software system on six weighbridges at Kusile Power Station, three inbound and three outbound.
- Manage and secure raw data on local and cloud servers.

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- Provide secondary backups for local servers and cloud.
- Provide Eskom with full data ownership and control beyond the life of the contract.
- Provide Eskom with full access to raw data whenever required.
- Provide Eskom with evidence report of implementation of a SOC 1 type 2 audit over 12 months after implementation of this Agreement.
- Align weighbridge software security features to Eskom Security Standards.
- Maintain weighbridge automation system (WAS) hardware.
- Maintain weighbridge boom gates functionality.
- Provide and maintain weighbridge PC(s) for site server connection.
- Provide and maintain mobile scanning devices.
- Provide 24/7 technical site support for the weighbridge software at the Power Stations.
- Provide 24/7 control room support for monitoring, handling, and closing of alarms/alerts.
- Provide fit for duty vehicles when on site i.e., bakkies.
- Provide mobile user interface.
- Digitally record all transactions.
- Manage truck and driver access control at destination.
- Manage mine and transporter on-boarding processes.
- The Contractor to hand over all data to the Employer at the end of the *service period* and a follow-up audit to take place within 180 days to ensure that all data has been handed over.

Specification of Product or Goods

The full automation of Eskom weighbridges utilising an order-based accounting solution to achieve real time reconciliation between source and destination weighbridges on a “truck by truck” and “stockpile by stockpile” basis, including:

Stockpile by Stockpile reconciliation:

- Scan and accurately capture the waybill ticket and information from Tontrac and non-Tontrac mines into the cloud.
- Track pre-certified stockpile depletion through deliveries dispatched.
- Track coal volumes received at the destination against pre-certified volumes.
- Reconcile volumes dispatched against volumes received.
- Automatically prevent weighbridge truck processing from non-matching stockpile numbers.
- Automatically close orders when declared pre-certified volumes have been depleted.
- Display remaining volumes on pre-certified stockpiles.

Truck by Truck reconciliation:

- Verify tamper evident seals at destination against source details.
- Capture photographic evidence of tamper evident seal integrity at destination.
- Reconcile received weights (Gross, tare, net) at the destination with dispatched weights (Gross, Tare, Net) from Tontrac sites, and weight captured from waybills from non-Tontrac sites on receipt, and alert to variances greater than 2%.

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- Reconcile truck and driver details at the destination with source details for Tontrac sites. For non Tontrac sites confirm that the truck details are assigned to the Order and the driver works for the Transporter.
- Reconcile dispatch times from Tontrac sites with received times and alert to exceptions.
- Reconcile time between inbound and outbound weighbridges at destination and alert to exceptions.
- Capturing of order details (tonnages, stockpile, mine, transporter, vehicle registrations between source and destination).

Access Control:

- Prior to granting of entry access to weighbridge and stockyard:
 - Truck and driver identification.
 - Load verification.
 - Tamper evident seal verification.
- Prior to granting exit access at the weighbridge and stockyard:
 - Load offloading verification.
 - Weighbridge ticket print out.
 - Transaction close out confirmation.

1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
WAS	Weighbridge Automation System
PED	Primary Energy Division
ROC	Remote Operating Centre
PC	Personal Computer
KPI	Key Performance Indicators

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2 Management strategy and start up.

2.1 The Contractor's plan for the service

- 3 The Contractor must submit a first plan to the Service Manager for acceptance, showing the timing of work and operations to provide the service.

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk and Operational Meetings	Weekly	To be Determined	Employer, Contractor
Contract and compliance meeting	Monthly	To be Determined	Employer, Contractor

Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

3.2 Contractor's management, supervision and key people

The Contractor provides all adequately qualified and suitably experienced staff and other resources required for the management and operational activities needed for the efficient execution

3.3 Documentation control

The Contractor is expected to keep appropriate and sufficient records (including but not limited to as per Eskom SOC Limited Document Management System Procedure 32-644) of his operations including that of the Sub-contractor such as Contractor's performance, safety and environmental statistics, and any correspondence relating to this agreement.

3.4 Invoicing and payment

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The Contractor shall address the tax invoice to Primary Energy Finance and include on each invoice the following information:

- Name and address of the Contractor and the Service Manager;
- The contract number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

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3.4.1 Information and other things

The *Contractor* provides all files, records, documents and electronic media used to provide or monitor the service or that formed part of the services provision process to the *Employer* at the end of the service period.

The *Contractor* provides a close out report to the *Service Manager* after the service period.

3.5 Management of work done by Task Order

The *Service Manager* will draft and approve a Task order.

A Task order starting with a 45 series number will be issued to the *Contractor* at the beginning of each month.

Response to the issued task order must be dealt with as per the secondary option X19 of this agreement. The *Contractor* will only act on Task Orders approved by the *Service Manager*.

The KPI's provided shall form the minimum baseline for performance review by the *Employer*, together with any other performance indicators and in relation to core clause 9.

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

Valid Letter of good standing with COID
Safe work procedures
A fully functional control room

a. Environmental constraints and management

The *Contractor* shall comply with the following *Employers* Requirements (and as amended from time to time):

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.

Employer shall be entitled to conduct inspections and or audits in respect of the provisions of the above clause to ensure the *Contractor's* compliance herewith and the *Contractor* agrees to co-operate with *Employer* in this regard. To that end, *Employer* and or its designated representatives, including without limitation, its attorneys, auditors, environmental representatives shall at all reasonable times, with reasonable prior notice to the *Contractor*, have access to the sites under this Agreement and to all records, wherever located, pertaining to the service in terms of this Agreement, which access will be at *Employer's* expense and risk.

b. Quality assurance requirements

A Quality assurance plan shall be submitted by the *Contractor* as part of the SHEQ plan and shall be accepted by the *Service Manager* and reviewed every six months.

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2. Procurement

i. BBBEE and preferencing scheme

It is contractual requirements that service provider submit a valid B-BBEE verification certificate on an annual basis during the contract period. Based on *Employer's* Hierarchy of Procurement and *Employer's* preference to do business with those suppliers with the highest B-BBEE Statuses, service provider is encouraged to improve their status on an on-going basis.

Notwithstanding the above, service provider will in terms of this contract be obliged to notify *Employer* in writing of any changes in your B-BBEE Status as a result of a sale / loss of shares by a Black shareholder, or any other change to your business composition or legal status, than service provider must immediately begin a new BEE verification process and provide *Employer* with confirmation of the status.

Supplier Development, Localisation and Industrialisation

Category	Tenderer's proposal
Local Content	87%
▪ Skills development: ▪ the following level of skills need to be developed: ▪ Expert skills ▪ Skilled ▪ Other	▪ 12 Learnerships ▪ 7 Yes for Youth Learners ▪ 8 Internships ▪ 4 Bursaries for students
▪ Job Creation: the following level of jobs need to be created: ▪ Managerial positions ▪ Expert jobs ▪ Skilled jobs	▪ 1 Customer relations manager ▪ 1 IT Manager ▪ 1 Health and Safety Officer ▪ 7 Software developers ▪ 1 Senior AI Engineer ▪ 1 Python Developer ▪ 6 IT Support Desk Technicians ▪ 2 IT Network Administrators ▪ 8 Field Service Technicians ▪ 1 Project Managers ▪ 1 Business Analyst ▪ 1 Debtors Clerk ▪ 1 Creditors Clerk ▪ 1 Senior Accountant ▪ 1 HR Officer

3. Working on the Affected Property

Employer's site entry and security control, permits, and site regulations

- The *Contractor* provides full time supervision and control of his employees related to this service agreement.
- The *Contractor* shall perform all work in accordance with the applicable Safety Regulatory Act and will issue the most recent copy of the act to the *Service Manager* before commencement of the work.
- Employer's site entry and security control, permits, and site regulations.
- The *Contractor* will provide a complete list of names of all employees working in the Affected Property to the *Service Manager*.
- All employees of the *Contractor* requiring access to the Power Station will undergo the power station mandatory safety induction course prior to entry.
- Employees of the *Contractor* requiring frequent access will be issued permanent security passes after completion of the mandatory safety induction and submission of the relevant application forms.
- The *Contractor* proves to the *Service Manager* that the employees used by the *Contractor* to Provide the Service are competent in their areas of responsibility.
- The *Contractor* provides the *Service Manager* with proof of legal appointments in terms of the Occupational Health and Safety Act, Act 85 of 1993 (as amended), for all the *Contractor's* employees who carry such legal responsibilities when working on the Affected Property
- All personnel working on site will wear the appropriate Personal Protective Clothing as accepted by the *Service Manager*.

4. List of drawings – N/A

a. 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
N/A		

Option A - Priced Contract with Price List (Rands, prices exclude VAT and annual Cost Price Adjustments)

Number of power rations Included		Year 1		Year 2		Year 3		Year 4		Year 5		Total
Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licences	month	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	5 726 400.00
B	System Rental	month	12	121 691.11	1 460 293.32	12	121 691.11	1 460 293.32	12	121 691.11	1 460 293.32	7 301 466.60
C	Provision of system support functions PST TEAM RECOVERY	month	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	7 419 159.00
D	Adjustable fuel recovery charge	month	12	6 926.00	83 112.00	12	6 926.00	83 112.00	12	6 926.00	83 112.00	415 860.00
E	Remote Support / Help Desk Team Recovery	month	12	31 341.81	376 101.72	12	31 341.81	376 101.72	12	31 341.81	376 101.72	1 880 506.60
F	Connectivity Solution	month	12	26 912.12	322 945.44	12	26 912.12	322 945.44	12	26 912.12	322 945.44	1 614 727.20
G	Tortoise System Analytics Management	month	12	53 074.67	636 896.04	12	53 074.67	636 896.04	12	53 074.67	636 896.04	3 184 480.20
Sub-total (Part 1)					5 508 460.32			5 508 460.32			5 508 460.32	27 542 301.60

Number of power rations Included		Year 1		Year 2		Year 3		Year 4		Year 5		Total
Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licences	month	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	5 726 400.00
B	System Rental	month	12	94 437.03	1 133 244.36	12	94 437.03	1 133 244.36	12	94 437.03	1 133 244.36	5 686 221.80
C	Provision of system support functions PST TEAM RECOVERY	month	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	7 419 159.00
D	Adjustable fuel recovery charge	month	12	11 486.00	137 832.00	12	11 486.00	137 832.00	12	11 486.00	137 832.00	689 160.00
E	Remote Support / Help Desk Team Recovery	month	12	31 341.81	376 101.72	12	31 341.81	376 101.72	12	31 341.81	376 101.72	1 880 506.60
F	Connectivity Solution	month	12	26 912.12	322 945.44	12	26 912.12	322 945.44	12	26 912.12	322 945.44	1 614 727.20
G	Tortoise System Analytics Management	month	12	53 074.67	636 896.04	12	53 074.67	636 896.04	12	53 074.67	636 896.04	3 184 480.20
Sub-total (Part 1)					5 286 131.36			5 286 131.36			5 286 131.36	26 180 656.80

Number of power rations Included		Year 1		Year 2		Year 3		Year 4		Year 5		Total
Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licences	month	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	5 726 400.00
B	System Rental	month	12	79 656.14	955 873.68	12	79 656.14	955 873.68	12	79 656.14	955 873.68	4 779 386.40
C	Provision of system support functions PST TEAM RECOVERY	month	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	7 419 159.00
D	Adjustable fuel recovery charge	month	12	8 412.00	100 944.00	12	8 412.00	100 944.00	12	8 412.00	100 944.00	504 720.00
E	Remote Support / Help Desk Team Recovery	month	12	31 341.81	376 101.72	12	31 341.81	376 101.72	12	31 341.81	376 101.72	1 880 506.60
F	Connectivity Solution	month	12	26 912.12	322 945.44	12	26 912.12	322 945.44	12	26 912.12	322 945.44	1 614 727.20
G	Tortoise System Analytics Management	month	12	53 074.67	636 896.04	12	53 074.67	636 896.04	12	53 074.67	636 896.04	3 184 480.20
Sub-total (Part 1)					5 021 872.68			5 021 872.68			5 021 872.68	25 109 383.40

Number of power rations Included		Year 1		Year 2		Year 3		Year 4		Year 5		Total
Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licences	month	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	12	95 440.00	1 145 280.00	5 726 400.00

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B	System Rental	month	12	98 995.53	1.187 946.36	1.187 946.36	12	98 995.53	1.187 946.36	12	98 995.53	1.187 946.36	5 939 731.80
C	Provision of system support functions PST TEAM RECOVERY	month	12	123 652.65	1 483 831.80	1 483 831.80	12	123 652.65	1 483 831.80	12	123 652.65	1 483 831.80	7 419 159.00
D	Adjustable fuel recovery charge	month	12	6 248.00	74 976.00	74 976.00	12	6 248.00	74 976.00	12	6 248.00	74 976.00	374 880.00
E	Remote Support / Help Desk Team Recovery	month	12	31 341.81	376 101.72	376 101.72	12	31 341.81	376 101.72	12	31 341.81	376 101.72	1 860 508.60
F	Connectivity Solution	month	12	26 912.12	322 945.44	322 945.44	12	26 912.12	322 945.44	12	26 912.12	322 945.44	1 614 727.20
G	Tontrac System Analytics Management	month	12	53 074.67	636 896.04	636 896.04	12	53 074.67	636 896.04	12	53 074.67	636 896.04	3 184 860.20
Sub-total (Part 1)				5 227 977.36	5 227 977.36	5 227 977.36		5 227 977.36	5 227 977.36		5 227 977.36	5 227 977.36	26 139 868.80

PART 1 - KUSLE "routine" work described in the Service Information not requiring the Employer to issue a Task Order

Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licenses	month	12	95 440.00	1 145 280.00							1 145 280.00
B	System Rental	month	12	191 757.48	2 301 569.76							2 301 569.76
C	Provision of system support functions PST TEAM RECOVERY	month	12	123 652.65	1 483 831.80							1 483 831.80
D	Adjustable fuel recovery charge	month	12	12 326.00	147 912.00							147 912.00
E	Remote Support / Help Desk Team Recovery	month	12	31 341.81	376 101.72							376 101.72
F	Connectivity Solution	month	12	26 912.12	322 945.44							322 945.44
G	Tontrac System Analytics Management	month	12	53 074.67	636 896.04							636 896.04
Sub-total (Part 1)					6 414 538.76							6 414 538.76

PART 1 - TOTAL

Item number	Description	Unit	Qty	Rate	Price	Qty	Rate	Price	Qty	Rate	Price	Total
A	Platform Licenses	month	12	477 200.00	5 726 400.00	12	381 760.00	4 581 120.00	12	381 760.00	4 581 120.00	24 000 880.00
B	System Rental	month	12	586 577.29	7 038 927.48	12	394 779.81	4 737 357.72	12	394 779.81	4 737 357.72	26 988 356.96
C	Provision of system support functions PST TEAM RECOVERY	month	12	618 263.25	7 419 159.00	12	484 610.60	5 815 327.20	12	484 610.60	5 815 327.20	31 160 467.80
D	Adjustable fuel recovery charge	month	12	45 398.00	544 776.00	12	33 072.00	396 864.00	12	33 072.00	396 864.00	2 132 232.00
E	Remote Support / Help Desk Team Recovery	month	12	156 709.05	1 880 508.60	12	125 367.24	1 504 406.88	12	125 367.24	1 504 406.88	7 889 136.12
F	Connectivity Solution	month	12	134 560.60	1 614 727.20	12	107 648.48	1 291 781.76	12	107 648.48	1 291 781.76	6 761 854.24
G	Tontrac System Analytics Management	month	12	266 373.95	3 184 860.20	12	212 298.68	2 547 584.16	12	212 298.68	2 547 584.16	13 374 816.64
Sub-total (Part 1)					27 408 878.48			20 894 441.72			20 894 441.72	111 386 745.36

Part 1

750 000.00 Part 2

112 136 745.36 Excl VAT

16 620 511.80 VAT

128 957 257.16 Incl VAT

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Option A - Priced Contract with Price List (Rands, prices exclude VAT and annual Cost Price Adjustments)

PART 2 - "non-routine" work to be carried out within a stated period on a Task-by-Task Call-off basis, instructed by Task Order (X19) and managed against a Task Order Programme (X18)

ItemNo	Description	Unit	Year 1		Year 2		Year 3		Year 4		Year 5	
			Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
2.0	6m boom arm	Each	4774.16		4774.16		4774.16		4774.16		4774.16	
2.1	8 port POE switch	Each	2026.86		2026.86		2026.86		2026.86		2026.86	
2.2	BGS - BG020 - Genius Autoclave Access Barrier	Each	34 203.14		34 203.14		34 203.14		34 203.14		34 203.14	
2.3	BGS - BG020 - Genius Autoclave Access Barrier	Each	482.06		482.06		482.06		482.06		482.06	
2.4	BGS - BG020 - Genius Autoclave Access Barrier	Each	1971.78		1971.78		1971.78		1971.78		1971.78	
2.5	BGS - BG020 - Genius Autoclave Access Barrier	Each	5830.57		5830.57		5830.57		5830.57		5830.57	
2.6	Camera - DS-2CD2046G2-I (2.8mm)	Each	3308.21		3308.21		3308.21		3308.21		3308.21	
2.7	CAT5e Pull box Solid Core UV S/UTP Foil meter	Each	16.83		16.83		16.83		16.83		16.83	
2.8	CAT5e Pull box Solid Core UV S/UTP Foil meter	Each	18.83		18.83		18.83		18.83		18.83	
2.9	CAT5e R45 Connectors, Shielded, Stranded/Solid C	Each	9.00		9.00		9.00		9.00		9.00	
2.11	CAT5e R45 Connectors, Shielded, Stranded/Solid C	Each	9.00		9.00		9.00		9.00		9.00	
2.12	Co	Each	9.00		9.00		9.00		9.00		9.00	
2.13	Catch Post - Universal Catch Post	Each	5385.04		5385.04		5385.04		5385.04		5385.04	
2.14	Conduit Galv 32mm Bosal 90deg Bend	Each	244.85		244.85		244.85		244.85		244.85	
2.15	Conduit Galv 32mm Bosal 90deg Bend	Each	244.85		244.85		244.85		244.85		244.85	
2.16	Conduit Galv 32mm Bosal 90deg Bend	Each	244.85		244.85		244.85		244.85		244.85	
2.17	Conduit Galv 32mm Bosal 90deg Bend	Each	77.33		77.33		77.33		77.33		77.33	
2.18	Conduit Galv 32mm Bosal Coupling	Each	77.33		77.33		77.33		77.33		77.33	
2.19	Conduit Galv 32mm Bosal Coupling	Each	77.33		77.33		77.33		77.33		77.33	
2.2	Conduit Galv 32mm Bosal Saddle with Spacebar	Each	46.08		46.08		46.08		46.08		46.08	
2.21	Conduit Galv 32mm Bosal Saddle with Spacebar	Each	46.08		46.08		46.08		46.08		46.08	
2.22	Conduit Galv 32mm Bosal Saddle with Spacebar	Each	46.08		46.08		46.08		46.08		46.08	
2.23	Conduit Galv 32mm x 4m Bosal P/nd per meter	Each	185.63		185.63		185.63		185.63		185.63	
2.24	Conduit Galv 32mm x 4m Bosal P/nd per meter	Each	185.63		185.63		185.63		185.63		185.63	
2.25	Conduit Galv 32mm x 4m Bosal P/nd per meter	Each	185.63		185.63		185.63		185.63		185.63	
2.26	CS - Sensor Mounting Bracket	Each	40.50		40.50		40.50		40.50		40.50	
2.27	Deve 8kW hybrid Inverter	Each	31386.21		31386.21		31386.21		31386.21		31386.21	
2.28	Deve 8kW hybrid Inverter	Each	49 416.35		49 416.35		49 416.35		49 416.35		49 416.35	
2.29	Deve: Solarman Stick Logger LAN Dongle (Solarman-L)	Each	2916.45		2916.45		2916.45		2916.45		2916.45	
2.3	Enclosure - IP 65 with glands 10cmx10cmx5cm	Each	138.49		138.49		138.49		138.49		138.49	
2.31	General Consumables	Each	1350.00		1350.00		1350.00		1350.00		1350.00	
2.32	General Consumables	Each	1350.00		1350.00		1350.00		1350.00		1350.00	
2.33	General Consumables	Each	1350.00		1350.00		1350.00		1350.00		1350.00	
2.34	General Consumables	Each	1350.00		1350.00		1350.00		1350.00		1350.00	
2.35	General Consumables	Each	1350.00		1350.00		1350.00		1350.00		1350.00	
2.36	General Consumables	Each	4050.00		4050.00		4050.00		4050.00		4050.00	
Grandstream Enterprise Outdoor WiFi Long Range												
2.37	Access Point I	Each	3220.40		3220.40		3220.40		3220.40		3220.40	
2.38	GN7660LR	Each	1311.40		1311.40		1311.40		1311.40		1311.40	
2.39	HDD 8TB	Each	5278.80		5278.80		5278.80		5278.80		5278.80	
2.4	Honeywell 3330g 4/USB BarcodeScanner	Each	4402.12		4402.12		4402.12		4402.12		4402.12	
2.41	I - shape Camera pole	Each	11547.42		11547.42		11547.42		11547.42		11547.42	
2.42	Junction Box	Each	474.76		474.76		474.76		474.76		474.76	
2.43	large IP 65 enclosure with glands 100x100x60	Each	208.58		208.58		208.58		208.58		208.58	
2.44	large IP 65 enclosure with glands 100x100x60	Each	138.49		138.49		138.49		138.49		138.49	
2.45	large IP 65 enclosure with glands 100x100x60	Each	208.58		208.58		208.58		208.58		208.58	
2.46	Lenovo TC Neo 504 Tiny i5 16GB/512GB SSD + 11E	Each	22 141.08		22 141.08		22 141.08		22 141.08		22 141.08	
2.47	Lenovo Neo 504 Gen3, i5 12400; 8GB; M.2 NVMe; Intel 9600; BT/DV; 7in1 Card Reader; USB Mouse; Win 11 Pro 64	Each	19 918.34		19 918.34		19 918.34		19 918.34		19 918.34	
2.48	Lenovo V530 i5 7200 3 Gbr 8GB 512GB SSD 1TB	Each	22 708.80		22 708.80		22 708.80		22 708.80		22 708.80	
2.49	Male USB to Serial Converter Cable each	Each	348.60		348.60		348.60		348.60		348.60	
2.5	MIKROTIK LAP LTE - WEATHERPROOF 3G/3G/LTE C	Each	6 407.60		6 407.60		6 407.60		6 407.60		6 407.60	
2.51	MONITOR 19.5" - 20.5"	Each	2322.34		2322.34		2322.34		2322.34		2322.34	
2.52	MONITOR 19.5" - 20.5"	Each	2322.34		2322.34		2322.34		2322.34		2322.34	
2.53	MONITOR 19.5" - 20.5"	Each	2322.34		2322.34		2322.34		2322.34		2322.34	
2.54	Mylar - 4 Pair 0.22 per meter	Each	46.10		46.10		46.10		46.10		46.10	
2.55	Mylar - 4 Pair 0.22 per meter	Each	46.10		46.10		46.10		46.10		46.10	

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2.56	NVR - 32 channel	13 081.96
2.57	Orange M Steel Enclosure 500x400x200 IP65	2 695.84
2.59	Printer - Brother PACU001 Cutter Unit	2 722.40
2.60	Printer - Brother PACU001 Cutter Unit	2 722.40
2.61	Printer - Brother TD-4420DN - Barcode label print	12 682.40
2.62	Printer - Brother TD-4420DN - Barcode label print	12 682.40
2.63	Printer - Base Plate 220x320 - L	212.48
2.64	Printer Paper Feed Roller	581.00
2.65	Printer Paper Feed Roller	581.00
2.66	Printer TUP592 Large Capacity Paper Roll Holder	2 069.90
2.67	Printer TUP592 Large Capacity Paper Roll Holder	2 069.90
2.68	PVC Tunnling 3M 100x40MM per M	173.93
2.69	QR Cable 3310g	477.23
2.70	Printer Bracket For Box 2 (Universal Suppliers	5 395.00
2.71	ROBOT HEAD RED/GREEN LED WITH MOUNTING BRACKET 12V	8 667.44
2.72	Single Radar Beam sensor	3 370.46
2.73	Stainless Steel Cabinet for Power Solutions	32 783.21
2.74	Steel Tonitrac Box 2 Checkpoint with Printer	29 050.00
2.75	Steel Tonitrac Box 3 CP no printer	28 613.42
2.76	Steel Tonitrac Box 3 CP no printer	28 613.42
2.77	Steel Tonitrac Frame Boom stand with steps	11 783.74
2.78	Steel Tonitrac Frame Check Point	12 742.16
2.79	Steel Tonitrac Frame Weightbridge	14 269.36
2.80	Switch - 24 port POE	9 236.82
2.81	Switch - Tenda 8-Port Gigabit	584.32
2.82	T - shape Camera pole	12 831.07
2.83	TINY Lenovo M60e, Intel Core i5 1055G	19 041.03
2.84	TINY Lenovo M60e, Intel Core i5 1055G	19 041.03
2.85	TT APB - Antenna Pole Bracket With	4 435.52
2.86	Ubiquiti airMAX - PowerBeam M5: 5GHz Hi Power Gen 2	4 249.60
2.87	Ubiquiti EdgeSwitch 24 Port With 250W PoE	11 912.16
2.88	Ubiquiti POE Injector 24V Gigabit	473.10
2.89	Ubiquiti USP - airMAX - LiteBeam SAC Gen (handheld)	1 948.84
2.90	Ubiquiti UniFi - W-Fi 5 - AC Outdoor AP Mesh	3 285.22
2.91	UPS 1000VA Line Interactive	1 658.34
2.92	UPS 3000VA Line Interactive	6 140.34
2.93	UPS 3000VA Line Interactive	6 140.34
2.94	UPS 3000VA Line Interactive	1 722.25
2.95	Urovo DTSD Docking Station	15 232.16
2.96	Urovo DTSD Docking Station	15 232.16
2.97	Urovo Spare Battery	1 274.05
2.98	Volta Pro Stage 1, 10.64kWh, 51.2V	49 862.32
2.99	Volta Pro Stage 1, 5.32kWh, 51.2V	33 663.71
3.00	WASS 6151-D Desk Top with power supply	21 161.54
3.01	WASS 6151-P Panel Mount with power supply	23 142.39
3.02	WASS 6151-LP Panel Mount with power supply	23 142.39
3.03	WASS RS232 cable WASS to PC Direct	1 192.71
3.04	WASS RS232 cable WASS to PC Direct	1 192.71
3.05	Webcam AS900 Single Room Yag/Whip	8 913.49
3.06	CS - CP84E SM PSU V2 Prod Sub Assy	923.79
Annual Total		150 000.00

13 081.96	2 695.84	2 722.40	12 682.40	212.48	581.00	2 069.90	173.93	477.23	5 395.00	8 667.44	3 370.46	32 783.21	29 050.00	28 613.42	28 613.42	11 783.74	12 742.16	14 269.36	9 236.82	584.32	12 831.07	19 041.03	19 041.03	4 435.52	4 249.60	11 912.16	473.10	1 948.84	3 285.22	1 658.34	6 140.34	6 140.34	1 722.25	15 232.16	1 274.05	49 862.32	33 663.71	21 161.54	23 142.39	23 142.39	1 192.71	1 192.71	8 913.49	923.79
13 081.96	2 695.84	2 722.40	12 682.40	212.48	581.00	2 069.90	173.93	477.23	5 395.00	8 667.44	3 370.46	32 783.21	29 050.00	28 613.42	28 613.42	11 783.74	12 742.16	14 269.36	9 236.82	584.32	12 831.07	19 041.03	19 041.03	4 435.52	4 249.60	11 912.16	473.10	1 948.84	3 285.22	1 658.34	6 140.34	6 140.34	1 722.25	15 232.16	1 274.05	49 862.32	33 663.71	21 161.54	23 142.39	23 142.39	1 192.71	1 192.71	8 913.49	923.79

13 081.96	2 695.84	2 722.40	12 682.40	212.48	581.00	2 069.90	173.93	477.23	5 395.00	8 667.44	3 370.46	32 783.21	29 050.00	28 613.42	28 613.42	11 783.74	12 742.16	14 269.36	9 236.82	584.32	12 831.07	19 041.03	19 041.03	4 435.52	4 249.60	11 912.16	473.10	1 948.84	3 285.22	1 658.34	6 140.34	6 140.34	1 722.25	15 232.16	1 274.05	49 862.32	33 663.71	21 161.54	23 142.39	23 142.39	1 192.71	1 192.71	8 913.49	923.79
13 081.96	2 695.84	2 722.40	12 682.40	212.48	581.00	2 069.90	173.93	477.23	5 395.00	8 667.44	3 370.46	32 783.21	29 050.00	28 613.42	28 613.42	11 783.74	12 742.16	14 269.36	9 236.82	584.32	12 831.07	19 041.03	19 041.03	4 435.52	4 249.60	11 912.16	473.10	1 948.84	3 285.22	1 658.34	6 140.34	6 140.34	1 722.25	15 232.16	1 274.05	49 862.32	33 663.71	21 161.54	23 142.39	23 142.39	1 192.71	1 192.71	8 913.49	923.79

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