C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[●]” - data is required to be inserted relevant to the specific option selected.]

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>General</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option:</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>A: Priced contract with price list</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C: Target contract with price list</td>
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<tr>
<td></td>
<td></td>
<td>E: Cost reimbursable contract</td>
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<tr>
<td></td>
<td></td>
<td>W1: Dispute resolution procedure</td>
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<tr>
<td></td>
<td></td>
<td>dispute resolution Option</td>
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<td></td>
<td></td>
<td>and secondary Options</td>
</tr>
<tr>
<td></td>
<td>X1</td>
<td>X1: Price adjustment for inflation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X2: Changes in the law</td>
</tr>
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<td></td>
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<td>X3: Multiple currencies</td>
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<tr>
<td></td>
<td></td>
<td>X4: Parent company guarantee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X12: The Partnering Option</td>
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<tr>
<td></td>
<td></td>
<td>X13: Performance Bond</td>
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<tr>
<td></td>
<td></td>
<td>X17: Low service damages</td>
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<tr>
<td></td>
<td></td>
<td>X18: Limitation of liability</td>
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<td></td>
<td></td>
<td>X19: Task Order</td>
</tr>
<tr>
<td></td>
<td>X19</td>
<td>X20: Key performance indicators</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z: <em>Additional conditions of contract</em></td>
</tr>
<tr>
<td></td>
<td>X20</td>
<td></td>
</tr>
</tbody>
</table>

of the NEC3 Term Service Contract April 2013¹ (TSC3)

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)
10.1  The Employer 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.  014 763 8718

Fax No.  086 539 4263

10.1  The Service Manager is (name): Sello Matlakala

Address  Private bag X 215, Lephalale 0555

Tel  014 763 8718

Fax  086 539 4263
e-mail  MatlakKS@eskom.co.za

11.2(2)  The Affected Property is Mechanical Outside plant Ash

11.2(13)  The service is Ash giant mixer conditioners refurbishment

11.2(14)  The following matters will be included in the Risk Register [●]

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 1 weeks

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 3 weeks of the Contract Date

3  Time  10:00

30.1  The starting date is. 01 June 2020

30.1  The service period is 5 years

4  Testing and defects There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

5  Payment

50.1  The assessment interval is between the 26 day of each successive month.

51.1  The currency of this contract is the South African Rand
51.2 The period within which payments are made is 4 weeks.

51.4 The interest rate is the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove).

6 Compensation events

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</td>
</tr>
</tbody>
</table>

7 Use of Equipment Plant and Materials

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</td>
</tr>
</tbody>
</table>

8 Risks and insurance

80.1 These are additional Employer's risks

<table>
<thead>
<tr>
<th>Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Road accidents</td>
<td></td>
</tr>
<tr>
<td>2. Unrest</td>
<td></td>
</tr>
</tbody>
</table>

83.1 The Employer provides these insurances from the Insurance Table

<table>
<thead>
<tr>
<th>Format TSC3</th>
<th>Available on</th>
</tr>
</thead>
<tbody>
<tr>
<td>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies">http://www.eskom.co.za/Tenders/InsurancePolicies</a> Procedures/Pages/EIMS_Policies From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).</td>
<td></td>
</tr>
</tbody>
</table>

83.1 The Employer provides these additional insurances

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<td></td>
</tr>
</tbody>
</table>

83.1 The Contractor provides these additional insurances:

<table>
<thead>
<tr>
<th>Format TSC3</th>
<th>Available on</th>
</tr>
</thead>
<tbody>
<tr>
<td>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies">http://www.eskom.co.za/Tenders/InsurancePolicies</a> Procedures/Pages/EIMS_Policies From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)</td>
<td></td>
</tr>
</tbody>
</table>
83.1 The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies-From_1_April_2014_To_31_March_2015.aspx.

83.1 The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of [●].

83.1 The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is: whatever the Contractor deems necessary in addition to that provided by the Employer.

83.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).

9 Termination There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

A Priced contract with price list

20.5 The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than 3 weeks.

C Target contract with price list

20.4 The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than 3 weeks.

50.6 The exchange rates are those published in [●] on [●] (date)

53.1 The Contractor's share percentages and the share ranges are share range Contractor’s share %-age

<table>
<thead>
<tr>
<th>Share Range</th>
<th>Contractor’s Share %</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than [●] %</td>
<td>[●]%</td>
</tr>
<tr>
<td>from [●]% to [●]%</td>
<td>[●]%</td>
</tr>
<tr>
<td>from [●]% to [●]%</td>
<td>[●]%</td>
</tr>
<tr>
<td>greater than [●] %</td>
<td>[●]%</td>
</tr>
</tbody>
</table>

53.3 The Contractor's share is assessed on (dates) [●]
Cost reimbursable contract

The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than weeks /months

The exchange rates are those published in [●] on [●] (date)

11 Data for Option W1

W1.1 The Adjudicator

the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address [●]
Tel No. [●]
Fax No. [●]
e-mail [●]

W1.2(3) The Adjudicator nominating body 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 tribunal is:

arbitration

W1.4(5) 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 South Africa
The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

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

12 Data for secondary Option clauses

X1 Price adjustment for inflation

The base date for indices is [●].

The proportions used to calculate the Price Adjustment Factor are:

<table>
<thead>
<tr>
<th>Proportion</th>
<th>Linked to index for</th>
<th>Index prepared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.</td>
<td>[●]</td>
<td>[●]</td>
</tr>
<tr>
<td>0.</td>
<td>[●]</td>
<td>[●]</td>
</tr>
<tr>
<td>0.</td>
<td>[●]</td>
<td>[●]</td>
</tr>
</tbody>
</table>
### X2 Changes in the law

There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

### X3 Multiple currencies

<table>
<thead>
<tr>
<th>Items &amp; activities</th>
<th>Other currency</th>
<th>Maximum payment in other currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
</tr>
<tr>
<td>[●]</td>
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<td>[●]</td>
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</tr>
<tr>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
</tr>
</tbody>
</table>

X3.1 The exchange rates are those published in [●] on [●] (date)

The items & activities will be paid in the other currency:
- to a foreign Bank account nominated by the Contractor
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the Employer before the Contract Date.

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

### X4 Parent company guarantee

There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

### X12 Partnering

X12.1(1) The Client is (Name):

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>[●]</td>
</tr>
</tbody>
</table>

Contact details:

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[●]</td>
</tr>
</tbody>
</table>

Fax:

<table>
<thead>
<tr>
<th>e-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>[●]</td>
</tr>
</tbody>
</table>

X12.1(4) The Partnering Information is in Part 3 Scope of Work, section C3.[●]
### X12.2(1)
The Client's objective is: [●]

### X13
**Performance bond**

### X13.1
The amount of the performance bond is R [●]

### X17
**Low service damages**

### X17.1
The service level table is in [●]

### X18
**Limitation of liability**

<table>
<thead>
<tr>
<th>X18.1</th>
<th>The Contractor's liability to the Employer for indirect or consequential loss is limited to R0.0 (zero Rand)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.2</td>
<td>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 deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></td>
</tr>
<tr>
<td>X18.3</td>
<td>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 and • 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 in the Employer's assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor's total liability to the Employer, 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 Contractor’s total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor 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 Employer's property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.</td>
</tr>
<tr>
<td>X18.5</td>
<td>The end of liability date is [●] months after the end of the service period.</td>
</tr>
</tbody>
</table>

### X19
**Task Order**
X19.5 The Contractor submits a Task Order programme to the Service Manager within 14 days of receiving the Task Order

X20 Key Performance Indicators (not used when Option X12 applies)

X20.1 The incentive schedule for Key Performance Indicators is in Annexure [●] to this Contract Data

X20.2 A report of performance against each Key Performance Indicator is provided at intervals of 6 months

Z The additional conditions of contract are Z1 to Z11 always apply.

Z1 Cession delegation and assignment

Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.

Z1.2 Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.

Z2.2 Unless already notified to the Employer, the persons or organisations notify the Service Manager within two weeks of the Contract Date of the key person who has the authority to bind the Contractor on their behalf.

Z2.3 The Contractor does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the Employer having been given to the Contractor in writing.

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

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

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

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

Z3.4 Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination. If the Employer terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4 Confidentiality

Z4.1 The Contractor does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time). Should the Contractor disclose information to Others in terms of clause 25.1, the Contractor ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Service Manager.

Z4.3 In the event that the Contractor is, at any time, required by law to disclose any such information which is required to be kept confidential, the Contractor, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Contractor may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the service period, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.

Z4.5 The Contractor ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the Contractor:

• accepts that the Employer may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
• warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the service; and
• undertakes, in and about the execution of the service, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor’s direction and control, likewise observe and comply with the foregoing.

Z6.2 The Contractor, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor’s direction and control, likewise observe and comply with the foregoing.
Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice in accordance with the Employer's procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the Contractor does not provide a tax invoice in the form and by the time required by this contract, the time by when the Employer is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Employer in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The Contractor (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

Z9.1 The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The Contractor's entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the Employer's liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party means, as the context requires, the Contractor, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,

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

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

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

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

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

Z 11.2 The Employer may terminate the Contractor’s obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the Contractor did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Employer has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Employer can terminate the Contractor’s obligation to Provide the Service for this reason.

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

Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Employer does not have a contractual bond with the Committing Party, the Contractor ensures that the Committing Party co-operates fully with an investigation.
Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer’s “works” type policy which may be in place for the Employer’s portion of the Affected Property concerned or against the Employer’s assets policy which may be in place for the Employer’s portion of the Affected Property concerned, or both.

2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

3. The Contractor is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the Employer. This can be provided from his own resources on a ‘self insured’ basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to ‘Format TSC3’ to establish both the cover and the deductibles in relation to the service provided in terms of this contract.

4. Tendering contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 “the Contractor provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide”. Hence the Contractor provides insurance which the Employer does not provide and in cases where the Employer does provide insurance the Contractor insures for the difference between what the Insurance Table requires and what the Employer provides.

5. If Marine Insurance is required the Contractor needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.

6. Further information and full details of all Eskom provided policies and procedures may be obtained from: