



**NEC3 Professional Services Contract (PSC3)**

**Contract between** Eskom Rotek Industries SOC Ltd  
(Reg No. -----)

**and** ----- ATTORNEYS AT LAW INC  
(Reg No. -----.)

**for** The provision of Chairpersons and Initiators (Case presenters)

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<b>Part C2</b>	<b>Pricing Data</b>		
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**CONTRACT No.** TBA

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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 a contract for the procurement of:

### The provision of Chairpersons and Initiators (Case presenters) on an as and when required basis

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Payment is determined and made in accordance with the terms hereof, and each task order issued under this contract.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

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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 *Consultant* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *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: The Scope

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Notwithstanding anything contained herein, this agreement comes into effect on the date that the last party signs this contract.

Signature(s)

Name(s)

Capacity

**For        the  
Employer**

**Eskom Rotek Industries SOC Ltd**

*(Insert name and address of organisation)*

Name        &  
signature    of  
witness

Date

# C1.2 (A) PSC3 Contract Data

## Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>G:</b> Term contract</p> <p><b>W1:</b> Dispute resolution procedure</p> <p><b>X1:</b> Price adjustment for inflation</p> <p><b>X2:</b> Changes in the law</p> <p><b>X9:</b> Transfer of rights</p> <p><b>X10:</b> <i>Employer's Agent</i></p> <p><b>X11:</b> Termination by the <i>Employer</i></p> <p><b>X18:</b> Limitation of liability</p> <p><b>Z:</b> <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) <sup>1</sup> with amendments June 2006	
10.1	The <i>Employer</i> is (Name):	<b>Eskom Rotek Industries SOC Ltd (reg. no.: -----), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at -----</b>
	Tel No.	<b>011 -----</b>
	Fax No.	
11.2(9)	The <i>services</i> are	<b>The provision of Chairpersons and Initiators (Case presenters) on an as and when required basis</b>
11.2(10)	The following matters will be included in the Risk Register	<b>N/A</b>

11.2(11)	The Scope is in	<b>Part 3: Scope of Work, any approved task orders issued, and in instructions issued by the legal adviser managing the task order</b>				
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>				
13.1	The <i>language of this contract</i> is	<b>English</b>				
13.3	The <i>period for reply</i> is	<b>2 weeks</b>				
13.6	The <i>period for retention</i> is	<b>3 years following Completion or earlier termination.</b>				
<b>2</b>	<b>The Parties' main responsibilities</b>					
25.2	The <i>Employer</i> provides access to the following persons, places, and things	<table border="1"> <tr> <td><b>access to</b></td> <td><b>access date</b></td> </tr> <tr> <td>1   Access as required to properly perform the services</td> <td>As required</td> </tr> </table>	<b>access to</b>	<b>access date</b>	1   Access as required to properly perform the services	As required
<b>access to</b>	<b>access date</b>					
1   Access as required to properly perform the services	As required					
<b>3</b>	<b>Time</b>					
31.2	The <i>starting date</i> is	<b>The date on which this contract comes into effect</b>				
11.2(3)	The <i>completion date</i> for the whole of the services is.	-----				
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>1 week(s) of the Contract Date.</b>				
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>1 week(s) where applicable.</b>				
<b>4</b>	<b>Quality</b>					
40.2	The contract quality plan (CQP) as per QM 58 specification should be reviewed and approved after contract award. This should be done within	<b>Four (4) weeks of the Contract Date.</b>				
42.2	The <i>defects date</i> is	<b>not applicable</b>				
<b>5</b>	<b>Payment</b>					
50.1	The <i>assessment interval</i> is	<b>Five (5) days after receipt of invoice</b>				
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<table border="1"> <tr> <td><b>Item</b></td> <td><b>Amount</b></td> </tr> <tr> <td colspan="2">of the type contained in attachment A hereto, at rates per Task Order</td> </tr> </table>	<b>Item</b>	<b>Amount</b>	of the type contained in attachment A hereto, at rates per Task Order	
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of the type contained in attachment A hereto, at rates per Task Order						
51.1	The period within which payments are made is	<b>30 days from the end of the <i>assessment interval</i>, provided an invoice compliant with Z7 was received</b>				
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>				

51.5 The *interest rate* is (i) zero percent above 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 (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.

<b>6</b>	<b>Compensation events</b>	
<b>7</b>	<b>Rights to material</b>	All materials compiled will belong to the <i>Employer</i> and may be used in its sole and absolute discretion
<b>8</b>	<b>Indemnity, insurance, and liability</b>	
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are	
	<b>Event</b>	<b>Cover</b> <b>Period following Completion of the whole of the services or earlier termination</b>
	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims
81.1	The <i>Employer</i> provides the following insurances	None

82.1	The <i>Consultant'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	<b>The total of the Prices of the Task Order</b>
	The <i>Consultant</i> provides these additional insurances.	
	1 Insurance against:	<b>Whatever the <i>Consultant</i> deems necessary including cover provided for payment of deductibles</b>

## **10 Data for main Option clause**

<b>G</b>	<b>Term contract</b>	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>As required by the legal adviser managing the Task Order</b>
50.4	The <i>exchange rates</i> are those published in	<b>Not Applicable</b>

## **11 Data for Option W1**

W1.1	The <i>Adjudicator</i> is	<b>A senior advocate of no less than 10 years' experience, selected by the head, at the time, of the General Council of the Bar, if the parties cannot agree an adjudicator within a period of 30 (thirty) days after either Party has referred a dispute to adjudication</b>  <b>Either Party may approach the General Council of the Bar to request a nomination</b>
W1.2(3)	The <i>adjudicator nominating body</i> is	<b>The General Council of the Bar of South Africa</b>
W1.4(2)	The <i>tribunal</i> is	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

## **12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The index is	<b>CPI as published per Statistics South Africa on the contract anniversary</b>
	The staff rates are	<b>Fixed for the first year and there after CPI will be applicable with effect from the first day of the second year of this contract</b>

<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the project is	<b>South African Law</b>
<b>X9</b>	<b>Transfer of rights</b>	
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	Name:----- Address:----- Tel: 011 ----- Email:_____ Who delegates the legal adviser who manages any approved issued Task Order, as will be advised in writing in the instruction letter accompanying each Task Order/ Such legal adviser's authority as <i>Employer's Agent</i> is limited to the said issued Task Order
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.00 (Zero Rand)</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The total of the Prices of the Task Order</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services.</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 also applies)</b>	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>N/A</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	
		<b>Z-clauses</b>

**Z1 Cession delegation and assignment**

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

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

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

## Z4 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 *Employer*, *Consultant* or a third party, such party's employees, agents, or Subconsultant or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultant or the Subconsultant's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering, or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- "Prohibited Action"** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action, or Obstructive Action.
- Z 4.1 A Committing Party may not take any Prohibited Action while the procurement of this contract or in execution thereof.
- Z 4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z 4.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z 4.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

**Z5 Confidentiality**

- Z5.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z5.3 If the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, while Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

**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, 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 Provision of a tax invoice. Add to core clause 51**

- Z7.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.
- Z7.2 The *Consultant* shall address the tax invoice to Eskom Holdings SOC Ltd and include on it the following information:
- Name and address of the *Consultant* and the *Employer's Agent*.
  - The contract number and title.
  - *Consultant's* VAT registration number.
  - The *Employer's* VAT registration number -----.
  - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
  - (add other as required)

**Z8 Notifying compensation events**

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

**Z9            *Employer's limitation of liability***

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

**Z10            *Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":***

Z10.1            Or had a judicial management order granted against it.

**Z11            *Secondary option clause X11***

Z11.1            Delete secondary option clause X11.2.

**Z12            *Non-solicitation***

Z12.1            Neither Party specifically solicits and targets for hire, any individual who provided *services* to the *Employer* or who acted as a legal adviser managing any Task Order under this contract, for a period of six (6) months after the finalisation of the last Task Order issued under this contract.

Z12.2            Despite the content of Z-clause 12.2, if any referenced individual responds to and is successful in applying for a position with a Party, resulting from a general and *bona fide* recruitment process conducted by either Party, such individual may be so employed, provided that neither Party will be liable to the other for a placement fee, or similar.

**Z13            *Supplier Development and Localisation***

Z13.1            The *Consultant* contributes towards the six elements of supplier development and localisation, namely B-BBEE, localisation, industrialisation, skills development, job creation and supplier development.

Z13.2            B-BBEE

The *Consultant* will be required to contribute towards the six elements of SD&L, namely: B-BBEE, Localisation, Industrialisation, Skills Development, Job Creation and Supplier Development for the duration of the contract.  
B-BBEE

The *Consultant* will be encouraged to maintain their contracted B-BBEE status or improve the contracted B-BBEE status.

*Consultants* on the panel for each work request will be evaluated in accordance with the PPPFA, where 20 or 10 points as per B-BBEE scorecard below (valid B-BBEE certificate that are SANAS accredited or SWORN AFFIDAVIT as a mandatory returnable) will be awarded. The *Consultants* on the panel will be required to submit their valid B-BBEE certificates that reflect EME with level 1-2. .

BEE level 1 - 3 in (4) Specialist practice areas shall subcontract 30% of the contract value to EME list of 100% Black Youth Owned and Black owned, or/and 51% EME Black People with Disability (proof of disability must be provided), or Black Woman Owned.

PPPFA scoring (90/10 or 80/20) will be conducted at Task Order award stage.

#### Localisation

The Local Content to South Africa for this contract will be 100% because Eskom do not expect any skills to be imported for these services and the industry is matured enough to possess all the skills required to render these services.

#### Z13.3 Industrialisation

The *Consultant* is encouraged to create opportunities within the industry for Black youth owned firms, to empower emerging Black owned firms. Where possible the *Consultant* is encouraged to assist young lawyers from universities to setup their own practice firms as part of incubation program to development youth owned companies.

#### Z13.4 Skills Development

The *Consultant* is obligated to train 1 candidate for 4 million spent accumulative through task orders awarded: The *Consultant* will be required to allocating training as follows but not limited to the proposed percentages depending on the needs that time:

Learnerships program will be allocated 29%,

In-service's training industry related will allocated 29%,

bursary worth R100 000 per student that is industry related will allocated 43% obligation will be for the duration of the contract however the *Consultant* needs to demonstrate positive progress on a quarterly basis. The duration of the Task Order will not be linked with the *Consultant's* obligation to train; therefore, the *Consultant* will have to ensure that the skills committed are successfully achieved as per work allocated to them. Skills candidates shall be sourced from previously disadvantaged groups in South Africa, particularly at the site where *the services* will be taking place. The purpose is to provide these candidates with skills and workplace experience to increase the opportunity for them to be employable within the industry as well as assist those who are struggling financially during their schooling. The *Consultant* may develop the candidates directly, through their supply network or through the SETA accredited training providers.

Skills development candidates should be currently unemployed graduates from colleges or universities . The composition of the candidates shall be representative of the population demographics of South Africa particularly at the site where delivery is taking place. The *Consultant* will train as per the list above

Z13.5 Supplier Development

Successful large supplier (>R50m per year turnover) firms shall be obligated as per pre-qualification to sub-contract 30% of their accumulative task orders are R30 Million and above to Black People with Disabilities or/and Black Youth or/and Black Women owned within with the approved companies in panel. The list will be made available to the relevant panellist firms. The intention is to develop or empower small black businesses and promote transformation.

Black People with Disabilities, Black Youth or Black Women owned panellist firms shall be invited by Eskom to annually indicate their interest and capability to provide subcontracting in a practice area in other than their own.

Penalty All of the above SD&L requirement shall be monitored on a quarterly basis throughout the duration of the contract to ensure all the obligations and undertakings are fulfilled. Failure not to achieve agreed SD&L requirements by the *Consultant* will result in 2% retention but not limited to a *consultant's* instruction being given to an alternative supplier. The 2% retention will be deducted from all outstanding payments or future invoices and released only after SD&L obligations have been satisfied.

Z14 **Health and safety**

The *Consultant* complies with the health and safety requirements prescribed by law as they may apply to the *services*.



# C1.2 (B) Contract Data

## Part two - Data provided by the *Consultant*

Clause	Statement	Data				
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	----- <b>Attorneys at Law Inc</b> ----- <b>011</b> ----- <b>086</b> -----				
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	-----				
11.2(10)	The following matters will be included in the Risk Register	<b>N/A</b>				
11.2(13)	The <i>staff rates</i> are:	<b>In Part 2: Pricing Data</b>				
25.2	The <i>Employer</i> provides access to the following persons, places, and things	<table border="1"> <thead> <tr> <th><b>access to</b></th> <th><b>access date</b></th> </tr> </thead> <tbody> <tr> <td>1   <b>Access as required to properly perform the services</b></td> <td><b>As required</b></td> </tr> </tbody> </table>	<b>access to</b>	<b>access date</b>	1   <b>Access as required to properly perform the services</b>	<b>As required</b>
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<b>Item</b>	<b>amount</b>					
<b>of the type contained in attachment A hereto, at rates per Task Order</b>						

**PART 2: PRICING DATA**

**PSC3 Option G**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option G	2

## C2.1 Pricing Schedule

Resource	Standard Hourly Rate (Rand)
Director/Equity Partner	
Assistant Director/Salaried Partner	
Senior Associate	
Associate	
Candidate Attorney	

The *expenses* are:

Km's:	<ul style="list-style-type: none"> <li>From workplace and return to the venue of business appointment or meeting. Claims must specify distance travelled destination and purpose.</li> </ul>
Km Rate:	<ul style="list-style-type: none"> <li>When Eskom provides offices for the duration of the contract, then km's from <i>Consultant's</i> office to Eskom's office cannot be claimed. Km's from the <i>Consultant's</i> home to Eskom office also cannot be claimed.</li> </ul> <p>R3.60 per kilometre</p>
Car rentals:	<ul style="list-style-type: none"> <li>Group B, the car should at least have 2 airbags, air-conditioning and ABS brakes for safety purposes.</li> </ul>
Accommodation	<ul style="list-style-type: none"> <li>Maximum 3-star, bed, and breakfast.</li> </ul>
Cost of Meals:	<ul style="list-style-type: none"> <li>Travelling on Eskom business: the cost of a meal should not exceed R142.50 (including VAT).</li> <li>Alcoholic beverages cannot be claimed for.</li> </ul>
Other Expenses/ Disbursement Cost	<p>The <i>Employer</i> pays only pass-through cost of any other disbursement or expense claim if the incurring of the disbursement or expense was authorised in advance and in writing by the legal adviser managing the Task Order, save in the event of an emergency if such disbursement or cost was necessary to protect the <i>Employer's</i> interest in the execution of the <i>services</i>.</p>

Proof of all expenses and disbursements are provided before payment can be made.

Disbursements and costs to be invoiced separately from fees.

## PART 3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>
	This cover page
C3.1	<i>Employer's Scope</i>

### C3.1: EMPLOYERS SCOPE

#### Overview

The Scope of the *services* will vary based on the type of legal service required from time to time from the *Consultant*. The *Consultant* will be required to provide Disciplinary hearing chairpersons, including in the HAF negotiations and Rotek Central Forum and initiators to Eskom Rotek Industries SOC Ltd, *inter alia*, the following practice areas:

The scope for the *Consultant* applicable to this contract is indicated in the table below:

○ <b>Scope Description</b>	Applicable/ Not Applicable
<p><b>1. Chairpersons</b></p> <ul style="list-style-type: none"> <li>• Chairing disciplinary hearings into allegation(s) of misconduct;</li> <li>• Chairing appeals, as and when required;</li> <li>• Ensuring consistent application of disciplinary codes and procedure;</li> <li>• Timeous initiation and finalization of disciplinary cases;</li> <li>• Building capabilities and competencies of all stakeholders</li> <li>• preside over Central Rotek Forum or House Agreement Forum as and when required.</li> <li>• Facilitation in the following meetings: <ul style="list-style-type: none"> <li>○ Wage Negotiations</li> <li>○ Mediation and Facilitation</li> <li>○ Conflict Resolution</li> <li>○ Interfacing with Organized Labour</li> <li>○ Brokering collective agreements</li> </ul> </li> <li>• Investigations</li> </ul>	<p><b>Applicable</b></p>
<p>○ <b>Initiator/ Case presentation:</b></p> <ul style="list-style-type: none"> <li>• Gather evidence, prepare cases on ERI's behalf internally and externally,</li> </ul>	<p><b>Applicable</b></p>

<p>representation at CCMA or Bargaining councils or at any other Court of law;</p> <ul style="list-style-type: none"> <li>• Represent ERI's interest at internal cases and CCMA or Bargaining councils;</li> <li>• Building capabilities and competencies of all stakeholders;</li> <li>• Ensure quality outcomes of disciplinary cases through effective case preparations;</li> <li>• Ensure effective preparation of witnesses;</li> <li>• Prepare and submit quality reports timeously.</li> <li>• Conducting investigations</li> </ul>	

Since the scope of *services* will vary depending on the type of services stipulated in a Task Order and the expertise required from time to time, the *Consultant* will on occasion be required to submit a quotation for a particular request for *services*.

The *Consultant* in its response to the request for quotation shall submit an offer that:

- Demonstrates that they have the necessary skills, experience and resources; and
- The cost to perform the particular instruction. The cost shall be broken down in terms of the resources, hours and rates.

**NB. The supplier will only be invited to participate in requests for services for which it has been qualified for per the above table.**

**Procurement**

**BBBEE and preferencing scheme**

Specify constraints which *Consultant* must comply with after contract award regarding any Broad Based Black Economic Empowerment (B-BBEE) or referencing scheme measures.

**Working on the *Employer's* property**

This part of the Scope addresses constraints, facilities, services, and rules applicable to the *Consultant* whilst he is doing work on the *Employer's* property. Delete this section if not applicable.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering *Consultants* need to allow for in their prices, and the *Consultant* must comply with. State these or similar requirements here. In addition to the above there may be other restrictions once on the site.

#### ***People restrictions, hours of work, conduct and records***

Restrictions and hours of work may apply on some sites. It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Subconsultant. State that the *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

#### ***Cooperating with and obtaining acceptance of others***

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 23.1 about cooperation generally as well as details about others with whom the *Consultant* may be required to work. See clause 11.2(7) for the definition of others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

#### ***Things provided by the Employer***

None