



# NEC3 Professional Services Contract (PSC3)

**Contract between Eskom Holdings SOC Ltd  
(Reg No. 2002/015527/30)**

**and**

**for** Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	
<b>Part C2 Pricing Data</b>	
<b>Part C3 Scope of Work: The Scope</b>	

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**CONTRACT No.**

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Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## **PART C1:        AGREEMENTS & CONTRACT DATA**

<b>Document reference</b>	<b>Title</b>	<b>Page no.s</b>
	This cover page	3
<b>C1.1</b>	<b>Form of Offer &amp; Acceptance</b>	
<b>C1.2a</b>	<b>Contract Data provided by the <i>Employer</i></b>	<b>6</b>
<b>C1.2b</b>	<b>Contract Data provided by the <i>Consultant</i></b>	<b>18</b>

# 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:

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

If Option E or G apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

\_\_\_\_\_

**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.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer’s agent* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the Employer**

\_\_\_\_\_ Eskom Holdings SOC Ltd, Megawatt Park, 1 Maxwell Drive, Sandton, Johannesburg 2199.

\_\_\_\_\_ (Insert name and address of organisation)

Name & signature of witness

Date

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

**Schedule of Deviations**

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here, and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of *(Insert name and address of organisation)* \_\_\_\_\_

Eskom Holdings SOC Ltd, Megawatt Park,  
1 Maxwell Drive, Sandton, Johannesburg  
2199.

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## C1.2 PSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p>dispute resolution Option</p> <p>and secondary Options</p> <div style="background-color: #cccccc; width: 100px; height: 150px; margin-top: 10px;"></div> <p>of the NEC3 Professional Services Contract (April 2013)<sup>1</sup></p>	<p><b>A: Priced Contract with Activity Schedule</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X9: Transfer of rights</b></p> <p><b>X10 <i>Employer’s Agent</i></b></p> <p><b>X11: Termination by the <i>Employer</i></b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
10.1	<p>The <i>Employer</i> is (Name):</p> <p>Address</p> <p>Tel No.</p>	<p><b>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</b></p> <p><b>Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b></p>

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

11.2(9)	The <i>services</i> are	Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Adverse weather conditions may delay the report.</li> <li>• Accessibility of sites in deep rural areas</li> <li>• Unforeseen community unrest</li> </ul>
11.2(11)	The Scope is in	<b>Part 3: Scope of Work</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>

**2 The Parties' main responsibilities**

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1</b>	<b>To be confirmed on the task order</b>
			<b>To be confirmed on the task order</b>

**3 Time**

31.2	The <i>starting date</i> is.		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1</b>	<b>To be confirmed on the task order</b>
			<b>To be confirmed on the task order</b>
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>2 weeks</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>2 weeks</b>	

**4 Quality**

40.2	The quality policy statement and quality plan are provided within	<b>To be confirmed at task order level if required</b>
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42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the services.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>As stipulated on the task order</b>
51.1	The period within which payments are made is	<b>30 days from Eskom receiving an approved invoice</b>
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.5	The <i>interest rate</i> is	<b>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.</b>
<b>6</b>	<b>Compensation events</b>	<p><b>Anything that will change the time, cost or scope of the contract which includes the following but not limited to :</b></p> <ul style="list-style-type: none"> <li>• <b>Client instructions changing the scope of the Services</b></li> <li>• <b>Changes to Client-provided information, assumptions, or constraints</b></li> <li>• <b>Failure by the Client to provide access, approvals, or information by the dates stated</b></li> <li>• <b>Changes in law after the Contract Date</b></li> <li>• <b>Unforeseeable events which stop the Consultant from providing the Services</b></li> <li>• <b>Client suspension or termination-related events</b></li> <li>• <b>Errors or ambiguities in Client-provided documents.</b></li> </ul> <p><b>Process to be followed to deal with compensation events:</b></p> <ul style="list-style-type: none"> <li>• <b>Early Warning and risk reduction meeting</b></li> <li>• <b>Assessment of Compensation Events</b></li> <li>• <b>Quotation and Acceptance Process</b></li> <li>• <b>Effect on Prices and Programme</b></li> </ul>

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<b>7</b>	<b>Rights to material</b>	<p>The <i>Employer</i> owns the <i>Consultant's</i> rights over material/plant prepared for this contract by the <i>Consultant</i> except as stated otherwise in the Scope or Form of Acceptance. The <i>Consultant</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i>.</p> <p>The <i>Consultant</i> will not use material/ plant provided by him under this contract for other work and will not retain for his own use copies of material provided to the <i>Employer</i>.</p>		
<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 <i>services</i> 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>	<b>Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims</b>	<b>See Notes to Consultants in Annexure A</b>	
	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.	<b>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.</b>	<b>See Notes to Consultants in Annexure A</b>	
	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	<b>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</b>	<b>As <i>Consultant</i> deems necessary</b>	

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81.1	The <i>Employer</i> provides the following insurances	<b>Refer to Annexure A for details of insurance provided by the <i>Employer</i>.</b>
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</b>
<b>9</b>	<b>Termination</b>	<b>Notwithstanding anything to the contrary in this Agreement, either Party may terminate the <i>Consultant's</i> obligation to provide the services by notifying the other Party for reasons specified under this core clause. Clause 90 will apply</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced Contract with Activity Schedule</b>	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>4 (Four) weeks and to be estimated at quotation time.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>adjudicator nominating body</i> is:	<b>the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>).</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>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	

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X1.1	The index is  The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	<b>SEIFSA</b>  <b>Rates are fixed for a period of one year thereafter SEIFSA CPA will apply.</b>
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the project is	<b>the Republic of South Africa</b>
<b>X7</b>	<b>Delay damages</b>	
X7.3	Delay damages for late Completion of the whole of the <i>services</i> are	<b>0.5% of total value of the task Order value per day up to a maximum of 10% of the task order amount.</b>
<b>X9</b>	<b>Transfer of rights</b>	<b>The <i>Employer</i> owns the <i>Consultant's</i> rights over material/plant prepared for this contract by the <i>Consultant</i> except as stated otherwise in the Scope or Form of Acceptance. The <i>Consultant</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i>.</b>  <b>The <i>Consultant</i> will not use material/ plant provided by him under this contract for other work and will not retain for his own use copies of material provided to the <i>Employer</i>.</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is  Name:  Address  Tel : Email :	
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>Notwithstanding anything to the contrary in this Agreement, either Party may terminate the <i>Consultant's</i> obligation to provide the services by notifying the other Party for reasons specified under this core clause. Clause 90 will apply</b>
<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 with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage.</b>

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services/task order.</b>
Z	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</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.

## **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- 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**

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Consultant* which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if the *Consultant* (or any member of the *Consultant* where the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Consultant* or any such member is removed from an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 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.

## **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 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

## **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.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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**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.

**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 business rescue order granted against it.

**Z11 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)**

Z11.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

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**Z12 Insurance**

**Z 12 .1 Replacement core clause with the following:**

<b>Insurance cover</b>	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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the Contractor to the Employer's property	<p>The replacement cost where not covered by the Employer's insurance.</p> <p>The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the Employer's insurance.</p> <p>The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the Employer's insurance.</p> <p>The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.</p>
The Contractor's liability for 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	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p>
Liability for 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	The amount required by the applicable law

**Z 12.2 Replacement of core clause 86 with the following:**

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

**Z14 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

**AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

**Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

**Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

**OEL** means occupational exposure limit.

**Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## Annexure A: Notes to Consultants

*This is guidance to Consultants to assist their decision making about what cover to arrange in the insurance to be provided by the Consultant. The guidance is not part of the contract, and the Employer carries no liability for it. The Consultant must obtain its own advice.*

1. For the purpose of works contracts, insurance provided by Eskom (the *Employer*) has been arranged on the basis of “project” or “contract” value, where the value is the total of the Prices at Completion of the whole of the works including VAT.

A “project” is a collection of contracts or work packages to be undertaken as part of a single identified capital expansion or refurbishment of a particular asset or facility.

A “contract” is a single contract not linked to or being part of a “project”.

2. There are three main “formats” of cover and deductible structure; Format A, Format B and Format Dx.

**Format A** is for a project or contract value less than or equal to R350M (three hundred and fifty million Rand) inclusive of VAT.

**Format B** is for a project or contract value greater than R350M (three hundred and fifty million Rand) inclusive of VAT.

In the case of contracts / packages within a project:

- For a contract / package of R50M which is part of a R400M project, Format B will apply
- For a contract / package of R250M which is part of a R6 billion project, Format B will apply;
- For a contract / package of R120M which is part of a R350M project Format A will apply;

For a contract which is not part of a project the same limits apply:

- For a contract of R50M, Format A will apply
- For a contract of R355M, Format B will apply.

**Format Dx** applies only to Distribution Division projects and contracts. If a Distribution Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover. Cover and deductibles for Distribution Division are per the relevant policy available on the internet web link given below.

**Format A generally applies to Transmission Division** projects and contracts. If a Transmission Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover.

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

**Eskom Insurance Department**

4. The Insurance which the *Consultant* is to provide against his liability for claims made against him arising out of his failure to use reasonable skill and care (first row in the Insurance Table of clause 81.1 in the PSC3) should also indemnify the *Consultant* for those sums which he could become legally liable to pay as damages arising from any claim first made against him and reported to Insurers sometime after Completion of the whole of the *services*. Hence the *Consultant* needs to ensure that his cover is in place at least until all his liabilities under the contract have expired. Such claims could arise out of any negligent act, error or omission committed or alleged to have been committed by the *Consultant* in the conduct of professional services in connection with the contract.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## C1.2 Contract Data

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

**Instructions to the tendering consultant:**

1. The consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left-hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):  Address  Tel No.  Fax No.	
22.1	The <i>key people</i> are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job  Responsibilities:  Qualifications:  Experience:	<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .</b>
Only if required		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	<b>name/designation</b>	<b>rate</b>
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<b>item</b>	<b>amount</b>
<b>A</b>	<b>Priced Contract with Activity Schedule</b>		
11.2(25)	The <i>task schedule</i> is in		

## **PART 2: PRICING DATA**

### **PSC3 Option A**

<b>Document reference</b>	<b>Title</b>	<b>Page no.s</b>
	This cover page	21
C2.1	Pricing assumptions: Option A	22- 23
C2.2	<i>Staff rates, expenses and the task schedule.</i>	24 -25
		5

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## C2.1 Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

From Option A: Priced contract with Activity Schedule

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> <li>• the Time Charge for work which has been completed on time-based items on the Task Schedule and</li> <li>• a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.</li> </ul>
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(20) The Prices are

- the Time Charge for items described as time based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
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and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none"> <li>• the Price for Services Provided to Date,</li> <li>• the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and</li> <li>• other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.</li> </ul>
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Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## 2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

*Expenses* associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

## 3. The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i. e. before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price, or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## C2.2 Staff rates, expenses & the task schedule

The *staff rates* and *expenses* exclude VAT.

### 1. The *staff rates* are:

<b>PROFESSIONAL SERVICES PRICELIST</b>			
The rates in this section are subject to an annual escalation . The hourly fee rates expressed in this pricelist are exclusive of Value Added Tax. All % markups are not subject to escalation.			
Principal/Staff Category	Experience/Work Context	Unit	Rate per Hour (excluding VAT)

### 2.


The above is subject to the following:

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

- 
- A request for services will be given to the *Consultant* by the *Employer* in the form of a Task Order. Signatories of both parties on the Task Order are required prior commencement of any work by the *Consultant*. A Task Order is an instruction to perform works as requested by the *Employer*.
  - The level of skill (dependant on the complexity of work), amount of hours and disbursements (i.e. kilometres travelled and nights' subsistence) will be negotiated prior to the issue of the Task Order by the *Employer*.
  - The escalation will only be applicable from the date of approval.
  - CPI will not apply to items relating to "Actual cost"
  - *Consultant* to submit a report every six months to convey to the *Employer* their coaching and knowledge transfer efforts, especially for Previously Disadvantaged Individuals.
  - The hourly rates include any required travel to the *Employer's* regional offices and up to a 30km radius from a base (as agreed to by the *Employer's Agent*) to site.
  - The travelling rates apply beyond a 50km radius from an agreed base and will be adjusted annually using the ruling Consumer Price Index.
  - The first 50km of any given trip is considered free and will not be claimed from the *Employer* for travel reimbursement purposes.
  - The *Consultant* will be required to provide quotation/s when the need arises for non-bill rates, for the approval of *Employer's Agent*. *Employer's Agent* has the right to reject quotation/s and do its own market research, should the *Consultant's* quotation/s not be acceptable to *Employer's Agent*. Where quotation/s are required, Eskom will not pay the *Consultant* to supply quote/s.
  - The cost component from the *Consultant* for Specialised Professional and other services, will be assessed at task order level by the *Employer's Agent* prior commencement of service.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## PART C3: SCOPE OF WORK

Document reference	Title	Page no's
C3.1	This cover page <i>Employer's Scope</i>	26 27-37
Total number of pages		10

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## C3.1: EMPLOYER'S SCOPE

### Contents

1.	Description of the <i>services</i>	28
1.1.	Executive overview	28
1.2.	Interpretation and terminology	28
2.	Specification and description of the <i>services</i>	28
3.	Constraints on how the <i>Consultant</i> Provides the Services.	32
3.1.	Management meetings	32
3.2.	<i>Consultant's key persons</i>	32
3.3.	Provision of bonds and guarantees	33
3.4.	Documentation control and retention	33
3.4.1.	Identification and communication	33
3.4.2.	Retention of documents	33
3.5.	Records and forecasting of <i>expenses</i>	33
3.6.	Records and forecasting of the Time Charge	33
3.7.	Invoicing and payment	33
3.8.	Contract change management	34
3.9.	Inclusions in the programme	34
3.10.	Quality management	34
3.11.	The Parties use of material provided by the Consultant	34
3.12.	Management of work done by Task Order	35
3.13.	Health and safety	35
3.14.	Procurement	35
3.15.	Correction of Defects	35
3.16.	Working on the Employer's property	36
3.17.	Cooperating with and obtaining acceptance of Others	36
3.18.	Things provided by the Employer	36
3.19.	Cataloguing requirements by the Consultant	36
3.20.	List of drawings	36

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

## 1. Description of the services

### 1.1. Executive overview

A decommissioning provision is required for the end-of-life (EOL) decommissioning and rehabilitation of Battery Energy Storage Systems (BESS) within Eskom Distribution. In line with responsible environmental and asset retirement practices, EOL planning must be integrated into project development.

Eskom has commissioned three BESS plants, Elandskop, Hex, and Pongola, as part of its grid modernisation and decarbonisation strategy. In accordance with IAS 37, a provision must be recognised when a present obligation exists and the cost can be reliably estimated. External expert support is therefore needed to establish and review the decommissioning and rehabilitation costs for these sites. The assessment is not limited to the above three BESS sites and may include other anticipated BESS plants and environmental provisions required within the Distribution space.

A decommissioning provision is required for the end-of-life (EOL) decommissioning and rehabilitation of Battery Energy Storage Systems (BESS) within Eskom Distribution. In line with responsible environmental and asset retirement practices, EOL planning must be integrated into project development.

### 1.2. Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
CESA	Consulting Engineers South Africa
CNC	Customer Network Centre
PSC	Professional Service Contract

## 2. Specification and description of the services.

The scope of work entails:

### Phase 1: Planning and mobilisation

#### 1.1 Project Kick-off & Mobilization

Confirm and define the project objectives, deliverables, timelines, and reporting requirements in line with the approved scope of work.

Establish communication protocols for the full reporting cycle to ensure efficient coordination and information flow across all project stakeholders.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## 1.2 Regulatory & Accounting Framework Review

Review applicable environmental legislation and IFRS standards for the following asset categories:

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Confirm and advise on compliance requirements for expected end-of-life activities and the decommissioning provisions to be raised by Eskom.

Provide advice on the related accounting, environmental and legal obligations applicable to Eskom for these activities.

## Phase 2: Technical & Environmental Assumptions/Costing

### 2.1 Environmental, Operational and End of Life Assumptions

Provide and assess the technical, environmental, operational and end-of-life assumptions applied, or to be applied, for all decommissioning, disposal, recycling and rehabilitation activities for which Eskom will have an obligation. This includes reviewing assumptions and methodologies for all components of the following assets:

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

#### 2.1.1 All BESS sites and components (including but not limited to):

- Power Conversion Systems (PCS)
- Battery Racks/ Battery Cabinet (LFP-based, supplied by CATL)
- Energy Management Systems (EMS)
- Network Integration Equipment (NIE), including:
  - Auxiliary and Inverter Transformers
  - Ring Main Units (RMU)
  - Indoor Switchgear
  - AC cabinet
  - DC combiner
- Balance of Plant

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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### **2.1.2 All components of Electric Vehicles, Microgrid Containers, and Solar PV Rooftops (breakdown of components to be confirmed)**

Consultants must confirm and recommend best-practice approaches for decommissioning, disposal, recycling and rehabilitation, and provide advice on the valuation methodologies, technical approaches, and assessment of decommissioning/recycling/rehabilitation techniques currently applied.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Include assessment of site rehabilitation requirements at the end of useful life for all relevant assets (BESS, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops), ensuring that environmental, land-restoration, and site-reinstatement obligations are fully identified and incorporated into end-of-life assumptions and methodologies. (provide relevant benchmarks and best practices).

### **2.2 Costing and Activities Estimates and Assumptions**

Provide and assess all costing assumptions and estimates used to determine end-of-life decommissioning and rehabilitation obligations, including quantities, rates, contingency allowances, discounting considerations, cash-flow estimates and timing, rehabilitation and disposal costs (basis and benchmarks applied, other costing benchmarking, and best-practice methodologies applicable to renewable energy assets .Battery Energy Storage Systems, Electric Vehicles, Microgrid Containers and Solar PV Rooftops. This includes providing expert advice on appropriate costing techniques and methodologies.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Activities may include but not limited (BESS plant activities included below for illustrative purposes but are **not limited**):

Demolition, Removals/disassembly, Rigging and lifting, transportation, Disposal, Recycling, Rehabilitation, Contingencies, Scrap value calculations

### **2.3 Component Coverage**

Provide and assess in terms of the completeness of component coverage in terms of activities and costing for BESS plants, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops, including all associated activities and costs linked to decommissioning, rehabilitation and recycling.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

Provide and confirm, based on best practice, whether all applicable end-of-life activities and cost and activities categories have been appropriately included (proof of best practice and benchmarking to be provided).

**BESS example: (may not be limited)**

- Power Conversion Systems (PCS)
- Battery Racks/ Battery Cabinet (LFP-based, supplied by CATL)
- Energy Management Systems (EMS)
- Network Integration Equipment (NIE), including:
  - Auxiliary and Inverter Transformers
  - Ring Main Units (RMU)
  - Indoor Switchgear
  - AC cabinet
  - DC combiner

**2.4 Provision Completeness**

Review and advise in terms of the completeness of the provision to ensure all decommissioning, disposal, rehabilitation, and end-of-life activities and associated costs for BESS plants, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops are adequately identified and included.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

**2.5 Initial & Subsequent Cost Estimation (by Commissioning Date)**

Prepare initial and subsequent cost estimations (including contingency costs) based on commissioning dates of each site or plant, including estimations applicable to prior reporting periods (e.g., FY2025) based on the date each asset was brought into commercial operation.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

**2.6 Closure Cost & Cash Flow**

Assess, review and advise on the assumptions used to determine closure costs, the related cash flows, timing of cash flows, discounting matters thereof, for purposes of calculating the present-value gross liability associated with BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops.

Provide and advise on the best-practice approaches for escalating these costs up to the point of executing end-of-life activities

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## 2.7 Decommissioning Plan Development

Develop and provide support in maintaining a comprehensive decommissioning plan for BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops.

Ensure the plan is reviewed and updated frequently and remains aligned with technical, environmental, and financial considerations.

The consulting experts must prepare a decommissioning risk assessment for each asset category (BESS, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops), identifying all relevant financial, environmental, operational, and regulatory risks associated with end-of-life activities, assessing the probability and impact of each risk together with applicable mitigation measures and financial implications, evaluating how these risks may influence decommissioning costs, closure liabilities, cash-flow timing, or overall provision estimates, and providing expert recommendations on mitigation strategies to support effective, compliant, and cost-efficient execution of decommissioning and rehabilitation activities.

Assess and provide advice on the period in terms of the end-of-life dates.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

## 2.8 Accounting Support (IFRS)

Provide assistance and support relating to the accounting implications nuance matters in terms of the decommissioning and rehabilitation and end of life activities for BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops. These include but is not limited to:

Augmentation vs Replacement: Confirm the correct IFRS treatment for augmentation, ensuring no derecognition of existing racks and advising on impacts to the decommissioning asset and provision.

Single Decommissioning Event: Confirm that all racks are decommissioned once at end of plant life with no interim disposals, and advise on modelling, timing, liability build-up, unwinding and disclosure.

Depreciation Policy: Confirm depreciation of the decommissioning asset over the plant life, considering augmentation, and provide IFRS-aligned policy guidance.

Componentisation (FAR Alignment): Review asset components and confirm that the Fixed Asset Register aligns with IFRS componentisation and classification requirements.

Battery Degradation & Impairment: Support annual SOH (state of health/health index) testing and advise on impairment, useful life, and residual value adjustments where degradation is identified

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

## 2.9 Useful Life Review

Review, assess and advise on the useful life assumptions in terms of the decommissioning asset side of the provision applied to BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops, ensuring alignment with component-level asset lifespans.

Valuation of assets at end-of-life for EVs, Microgrid Containers, and Solar PV Rooftops, including assessment of residual value and integration into closure cost models.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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## 2.10 Audit Engagement Participation

Engage and participate in internal and external audit processes until audit completion for all decommissioning-related deliverables for BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops.

Ensure availability of technical experts as required (in-person or via MS Teams; number of meetings not limited).

## 2.11 Plant Health Assessment

Conduct plant health assessment at each station where BESS sites, Electric Vehicles, Microgrid Containers, and Solar PV Rooftops are located.

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Use this to estimate quantities and confirm decommissioning and rehabilitation (end-of-life) activities and cost estimates for relevant activities and processed. This also includes assessing the asset condition, environmental risks, on-site dismantling/decommissioning constraints.

The consulting experts must verify the condition of all BESS battery components to assess their physical state, performance, and any degradation since installation. This includes independent technical testing, capacity and state-of-health (SOH) measurements, and comparison to manufacturer specifications and original commissioning data. If degradation is found, the consultants must quantify it and recommend any required impairment in line with IFRS (IAS 36 and IAS 16). The assessment must also show how the degradation affects remaining useful life, residual value, and future decommissioning costs.

## 2.12 Scenario and stress testing

The consulting experts must perform a scenario analysis to assess how changes in key assumptions may affect decommissioning and rehabilitation cost estimates. For each scenario considered, the experts must provide clear assumptions, updated cost models, revised cash-flow projections, and IFRS-aligned present-value calculations, together with expert commentary on financial impacts and key risk drivers to support robust valuation, audit defensibility, and management decision-making.

Possible re-valuation may be required where errors are identified, or where audit findings, risk assessments, or changes in business or plant requirements necessitate correction or re-evaluation. Such re-valuation must be undertaken; accordingly, however, any costs arising from errors made by the consultants will not be borne by Eskom.

- Battery Energy Storage System (BESS)

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

**2.13 Deliverable**

Provide valuation reports and support for the major reporting periods (September and March of the contract period) in accordance with the above scope. Reports must include decommissioning costs, closure liabilities, cash-flow timing, or overall provision estimates, authoritative positions, assumptions, benchmarks, and methodologies applied by the consulting experts etc., and must be submitted timeously before the relevant reporting deadlines.

Where necessary - written reports for accounting positions/guidance/advice, scenarios and risk assessments etc.

Note: Disclosures submissions are required for the March reporting period only for the duration of the contract

- Battery Energy Storage System (BESS)
- Electric Vehicle Components
- Microgrid Containers
- Solar PV Rooftops

Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)
Hex	Hex	Hex	Hex	Hex
Pongola	Pongola	Pongola	Pongola	Pongola
Elandskop	Elandskop	Elandskop	Elandskop	Elandskop
N/A	Skaapvlei	Skaapvlei	Skaapvlei	Skaapvlei
N/A	Paleisheuwel	Paleisheuwel	Paleisheuwel	Paleisheuwel
N/A	Graafwater	Graafwater	Graafwater	Graafwater
N/A	N/A	Melkhout	Melkhout	Melkhout
N/A	N/A	Rietfontein Bess	Rietfontein Bess	Rietfontein Bess
N/A	N/A	Rietfontein Solar PV	Rietfontein Solar PV	Rietfontein Solar PV
Electric Vehicles( EV's)				
Microgrids	Microgrids	Microgrids	Microgrids	Microgrids
Solar PV Roof Tops				

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

**3. Constraints on how the *Consultant* Provides the Services.**

**3.1. Management meetings**

Regular meetings of a general nature may be convened and chaired by the *Employer’s Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As determined by the Employer’s agent	As determined by the Employer’s agent	<i>Employer’s Agent or delegate and Consultant</i>
Overall contract progress and feedback	As determined by the Employer’s agent	As determined by the Employer’s agent	<i>Employer’s Agent or delegate and Consultant</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer’s Agent* 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. *Consultant’s key persons***

The key persons will be confirmed at task order level as per requirements to be met and the process to be followed during service provision.

**3.3. Provision of bonds and guarantees**

N/A

**3.4. Documentation control and retention**

**3.4.1. Identification and communication**

Further Employer’s documentation requirements shall be specified on the Task Order.

**3.4.2. Retention of documents**

The *Consultant* retains copies of the reports for a period of 10 years following Completion or earlier termination.

**3.5. Records and forecasting of expenses**

The *Consultant* shall maintain clear records of expenses and be submitted on request to the Employer.

**3.6. Records and forecasting of the Time Charge**

The *Consultant* shall maintain clear records of time charged and be submitted on request to the Employer.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

### 3.7. Invoicing and payment

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Consultant* has received payment
- Total of Invoices where the *Consultant* is awaiting payment

The *Consultant* shall address the tax invoice to ESKOM HOLDINGS SOC LIMITED and include on it the following information:

- Name and address of the *Consultant* and the *Employer*.
- The contract number and title.
- *Consultant'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.

Within one week of assessing the amount due by *Consultant* in terms of core clause 50.1, the *Consultant* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Employer's Agent's* payment certificate.

The *Consultant* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment. The *Consultant* must at all times comply with Eskom's Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the *Consultant's* responsibility to ensure that Eskom is informed of any changes in its organisation that would affect its vendor status, and to ensure that the necessary actions and due diligences are taken to ensure compliance with the Vendor Management System. The *Employer* will not be held responsible for the delay on payment of invoices as a result of the *Consultant's* non-compliant status on the Eskom Vendor Management System and no interest will be claimable in this instance.

#### Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Consultant* and do not necessarily repeat all the details of work and materials required by and described in the *Employer's* Scope.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

### 2.6.2 Prices to be Inclusive

The *Consultant* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Consultant* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price, or sum will be taken as "nil" or "0-00".

### 2.6.3 Measurement Meetings

The *Consultant* shall attend meetings with the *Employer's Agent* where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

## 3.8. Contract change management

Any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms will be confirmed at the time of the compensation event.

## 3.9. Inclusions in the programme

As specified on the Task Order.

## 3.10. Quality management

The *Consultant* shall comply with the quality requirements contained in Part 5 - Quality Requirements to this *Employer's Scope*.

- **IAS 16** Property Plant and Equipment
- **IAS 37** Provisions, Contingent Liabilities and Contingent Assets
- **IAS 8** – Accounting Policies, Changes in Accounting Estimates and Errors
- **IFRIC 1** – Changes in Existing Decommissioning, Restoration and Similar Liabilities
- **NFPA 855** (Standard for the Installation of Stationary Energy Storage Systems): Sections 8.1 and 8.2 refer to safe decommissioning procedures.
- **WSP Report** - Eskom Legal and Regulatory Obligations for Decommissioning Provision Battery Energy Storage Systems (BESS)
- **EPRI Report** - Investigation of Battery Energy Storage System Recycling and Disposal (Industry Overview and Cost Estimates)
- **UL 9540** (Standard for Energy Storage Systems and Equipment): Requires OEM responsibility for end-of-life management.
- **National Environmental Management Act (NEMA)**- provide the legal framework for waste management, duty of care, and environmentally sound disposal.
- **National Environmental Management: Waste Act (NEMWA)** - provide the legal framework for waste management, duty of care, and environmentally sound disposal.
- **GN R.634** Waste Classification and Management Regulations – relevant for classification and handling of spent batteries and associated components.
- **GN R.926** Norms and Standards for Storage of Waste – relevant for temporary storage of spent batteries prior to recycling or removal.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

- **SANS 10228** – Identification and classification of dangerous goods (lithium batteries classified under Class 9).
- UN Recommendations on the Transport of Dangerous Goods (Model Regulations) – overarching framework for classification, packaging, marking and documentation.

### 3.11. The Parties use of material provided by the Consultant

#### **Employer's purpose for the material**

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope, for any purpose.

#### **Restrictions on the Consultant's use of the material for other work**

As specified on the Task Order.

#### **Transfer of rights**

The *Employer* owns the *Consultant's* rights over the designs and reports prepared for this contract by the *Consultant* except as stated otherwise on the scope.

The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

### 3.12. Management of work done by Task Order

The Task order which lists the items of services to be carried out will be prepared by the *Employer* and will be sent to the *Consultant* to price as per the agreed Eskom standard rates.

### 3.13. Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Consultant* shall comply with the health and safety requirements contained in Part 3 – Safety Requirements of this Scope of Work

### 3.14. Procurement

#### **BBBEE and preferencing scheme**

SANAS accredited BBBEE certificate or valid sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) or CIPC BBBEE Certificate for EME companies.

#### **Preferred subconsultants**

N/A

#### **Subcontract documentation, and assessment of subcontract tenders**

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

The *Consultant* shall be responsible for Providing the Service. The *Consultant* submits the name of each proposed Subconsultant to the *Employer* for acceptance as per Clause 24.2.

### **Limitations on subcontracting**

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

### **Attendance on Subconsultants**

The *Consultant* shall be responsible to attend to their Subconsultants. All requirements stated in the *Employer's* Scope shall be subjected to Subconsultant.

## **3.15. Correction of Defects**

Correction of defects will be 24 (twenty-four) weeks after completion of the whole of the services as per the Task order

## **3.16. Working on the Employer's property**

Most of the work is performed outside the *Employer's* property; however, should there be a need to do work on the *Employer's* property it will be confirmed at Task order level. All Eskom procedures shall be maintained.

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

The *Consultant* shall at all times comply with the Eskom health and safety requirements as well as the requirements prescribed by the site location or the law as they may apply to the services.

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

It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Sub-consultants. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

Normal business hours will apply unless otherwise stated on the task order.

## **3.17. Cooperating with and obtaining acceptance of Others**

The *Consultant* will co-operate with Others in obtaining and providing information which they need in connection with the services.

Where necessary to provide the services, the *Consultant* may hold or attend meetings with Others. The *Consultant* will inform the *Employer* of these meetings beforehand, and the *Employer* may attend them.

## **3.18. Things provided by the Employer**

The *Employer* will provide any available information or data that may be related to and required for Providing the Service, if available.

## **3.19. Cataloguing requirements by the Consultant**

As stipulated on the Task Order.

Review of the decommissioning costs and componentisation in terms of International Financial Reporting Standard (IFRS) for the rehabilitation of Battery Energy Storage Systems (BESS) sites including the assessment, accounting and valuation of environmental provisions for Electric Vehicles, Solar PV and Microgrid containers within the Distribution Division for a period of 5 years.

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### 3.20. List of drawings

#### Drawings issued by the Employer

As stipulated on the Task Order.

Drawing number	Revision	Title