



NEC3 Professional Services Contract (PSC3)

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

**and
(Reg No. _____)**

**for The provision of property valuers for various areas within the
LimLanga Cluster on an “as and when” required basis over a
period of 36 months**

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TENDER No.

The provision of property valuers for various areas within the LimLanga Cluster on an “as and when” required basis over a period of 36 months

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	
C1.1	Form of Offer & Acceptance	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Consultant</i>	

C1.1 Form of Offer & Acceptance

Offer

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

The provision of property valuers for various areas within the LimLanga Cluster on an “as and when” required basis over a period of 36 months

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

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

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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
Part C4	Site Information

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**

(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.

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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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X1 Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 15 230 1772
	Fax No.	
	e-mail	KhuduweEL@eskom.co.za
11.2(9)	The <i>services</i> are	The provision of property valuers for various areas within the LimLanga Cluster on an "as and when" required basis over a period of 36 months
11.2(10)	The following matters will be included in the Risk Register	Refer to risk assessment
11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

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13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	5 working days		
13.6	The <i>period for retention</i> is	N/a		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	As per Task Order	As per Task Order
		2	As per Task Order	As per Task Order
		3	As per Task Order	As per Task Order
		4	Access to Site (Subject to prior approval)	As per Task Order
3	Time			
31.2	The <i>starting date</i> is.	TBA		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	TBA		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	To be detailed in Task Order	TBA
		2	To be detailed in Task Order	TBA
		3	To be detailed in Task Order	TBA
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One week of Task Order acceptance.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	One week.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	As per the Contract Agreement.		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>services</i> .		
5	Payment			
50.1	The <i>assessment interval</i> is	On completion of Task Order OR once every month.		

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51.1	The period within which payments are made is	14 (fourteen) days for a SMME/BWO Consulting firm, and 30 (thirty) days for a BEE/ other Consulting firm after receipt of an Eskom approved invoice.	
51.2	The <i>currency of this contract</i> is the	South African Rand	
51.5	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest charged by [●] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>	
6	Compensation events	Reference to be made to the NEC Professional Services Contract 3rd edition, June 2005	
7	Rights to material	Eskom reserves the right to all material as per the Task order.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	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	See Notes to Consultants in Annexure A
	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.	See Notes to Consultants in Annexure A

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	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	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i> .	
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	The total of the Prices as per Task Order.	
9	Termination	The person or organisation who will choose a replacement adjudicator if the Parties cannot agree a choice is the chairman of the South African division of the NEC Users Group.	
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	One week.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	To be selected upon dispute	
	Tel No.	To be selected upon dispute	
	Fax No.	To be selected upon dispute	
	e-mail	To be selected upon dispute	
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).	
W1.4(2)	The <i>tribunal</i> is:	arbitration	

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W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
	The index is	The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the rates will be adjusted in accordance with the SEIFSA Table C4 for labour and CPI for miscellaneous items.
X2	Changes in the law	
X2.1	The law of the project is	The Law of South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.5 % of the Task Order value per day to a max of 10%
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	
	Address	
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the Employer in this contract.
X11	Termination by the <i>Employer</i>	Reference to be made to the NEC Professional Services Contract 3 rd edition, June 2005
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
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:	The total of the Prices

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X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Consultant</i> 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 <i>Consultant</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.	
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Consultant</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .	
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.	
Z3.4	Failure by the <i>Consultant</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.	
Z4	Confidentiality	

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- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5 Waiver and estoppel: Add to core clause 12.3:**
- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z6 Provision of a Tax Invoice. Add to core clause 51**
- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.
- Z7 Notifying compensation events**
- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".
- Z8 *Employer's* limitation of liability**
- Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**
- Z9.1 or had a business rescue order granted against it.

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

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
"Prohibited Action"	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *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 11.3 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.

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- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

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:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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 some time after Completion of the whole of the services. Hence the *Consultant* needs to ensure that his cover is in place

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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.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² 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:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

The provision of property valuers for various areas within the LimLanga Cluster on an “as and when” required basis over a period of 36 months

11.2(3)	The <i>completion date</i> for the whole of the services is	To be advised	
11.2(10)	The following matters will be included in the Risk Register	Refer to Risk Assessment	
11.2(13)	The <i>staff rates</i> are:	refer to a schedule in Part C2.2	refer to a schedule in Part C2.2
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 As per Task Order 2 As per Task Order 3 As per Task Order	access date As per Task Order As per Task Order As per Task Order
31.1	The programme identified in the Contract Data is	To be confirmed between the Consultant in question and the Programme Manager or any other Eskom Representative nominated by the Programme Manager.	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item See “Disbursements” contained in this contract.	amount
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	Refer to a schedule in part C2.1and C2.2	

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	
C2.1	Pricing assumptions : Option G	
C2.2	<i>Staff rates, expenses and the task schedule.</i>	

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

- | | | |
|------------------------------|------|---|
| Identified and defined terms | 11.2 | <p>(17) The Price for Services Provided to Date is, for each Task, the total of the Time Charge for work which has been completed on time based items on the Task Schedule and 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.</p> <p>(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.</p> |
|------------------------------|------|---|

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. |
|------------------------------|------|--|

and

- | | | |
|--------------------------|------|---|
| Assessing the amount due | 50.3 | <p>The amount due is the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.</p> <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p> |
|--------------------------|------|---|

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

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,

The provision of property valuers for various areas within the LimLanga Cluster on an “as and when” required basis over a period of 36 months

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

Rate adjustment for inflation will 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.

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.

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C2.2 Staff rates, expenses & the task schedule

Item	Description	Unit	Qty	Rate
1	Specific valuation - Before & After or for purchase/sale	Each	1	
2	Strip Valuation - 0 - 50 km linear length	km	1	
3	Strip Valuation - 50 - 150 km linear length	km	1	
4	Strip Valuation - 150 km and more	km	1	
5	Property Valuation - Site Valuation for rental , purchase/sale valuation	Each	1	
6	Property valuation- single residential	Each	1	
7	Property valuation- single residential vacant stand	Each	1	
8	Expert witness fee - Post valuation	Hr	1	
9	Admin fee - per valuation	Each	1	
10	Traveling - Bases in Nelspruit and Polokwane	km	1	
11	Nights out - Dinner B&B per night	Each	1	
12	Other required valuation task -	Hr	1	

The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract start the prices will be adjusted in accordance with the published CPI for goods purchased and service to be provided. SEIFSA indices on Table D will be applicable for services and Table L1-L2 will be used for Transport.

Please note that this contract will be a Rates Based contract, therefore the Task orders issued at contract stage could be less than the above Total, depending on the Task orders respective scope on an "As and When Required" basis.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
--------------------	-------	-------------

	This cover page	1
C3.1	<i>Employer's Scope</i>	
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

- Consultants with no footprint in Limpopo or Mpumalanga province are to establish a local office as soon as the contract is concluded. Travelling will only be paid from a local base office (Polokwane and Nelspruit) to site and back. Where accommodation is needed, the first and the last trip will be claimed from the base office and thereafter from the agreed accommodation base or nearest Eskom offices. Flights and travelling from outside the provinces will not be reimbursed.

A. Description of the *services*

- Strip valuation, Site specific valuation using the before and after method.
- Valuation of sites/vacant land for purposes of registration of servitudes rights and land ownership (e.g. Powerlines, Substations, CNCs, Radio Repeater Towers and PV Solar Plants).
- Valuation for the relocation of structures and damages to seasonal crops as well as fruit trees caused by the construction of powerlines (Actual Financial Loss)

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- Provide Eskom with a Valuation report, which clearly indicates the methods applied and the best estimates to the value of the properties.
- To provide services for attending court arbitration, or other proceedings, enquiries or meetings to give evidence or for consultations as and when required, as a member of any such court proceedings.

B. Specifications

2.1 Health and safety requirements

Access to Site

Unique Identifier 240-76755675 CONSULTANT SHE FILE / SHE PLAN EVALUATION will be attached to with every task order issued to the Consultant – the requested information should be returned before access to site is granted.

☐ Consultant should provide names of the following:

Employees who will assist them on site
Potential Consultants to be used

☐ Consultant will inform the Client (Eskom) at all times of every new employee (Not On Initial List) who will assist on respective sites/areas.

☐ Medical Certificates of fitness issued by an Occupational Health Practitioner will be submitted for every employee assisting, even if it is just for one day.

- **Risk Analysis:**

The Service Provider shall perform a Risk Analysis to determine the severity of the risks exposed to during the course of this contract. In terms of the identified risk classification, preventative actions should be implemented. Included in this should be safe working procedures, etc.

The Risk Analysis should include all risks identified by the Service Provider or the Employer; as well as a risk assessment of all work carried out from an elevated position. The Service Provider is also responsible to identify any other risks unique to the specific project that may not be part of the generic list supplied by Eskom.

Risks can be evaluated by using a risk assessment matrix.

Typical risks:

- Travel to/from worksite Injury/Damage/Loss
- Construction stands Injury/Damage/Loss
- Prepare equipment for installation (off site) Injury/Damage/Loss
- Poisonous or dangerous insects like bees, spiders etc. Injury/Damage
- Poisonous and / or dangerous animals, snakes, material or objects.
- Dangerous situations and terrain e.g. hijack area, restricted area etc.
- Requirements for the Health and Safety File.

The Health and Safety file contains various documents that relate to the entire history of the project. The Service Provider should ensure that this file is kept up to date. On completion of the construction work the Service Provider shall hand over the file to the Employer on request.

The provision of Engineering Survey services for various Zones within the Limlanga Operating Unit on an "as and when" required basis

Constraints on how the *Consultant* Provides the Services.

Management meetings

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.

Documentation control and retention

Identification and communication

Contracting parties must use NEC3 Standard forms available in the Eskom intranet for the administration of the contract.

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Consultant* to keep records of amounts paid by him for people employed by the *Consultant*, Plant and Materials. A site diary will be required.

Payments:

On approval of the amount of work done at each assessment interval, a signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the 25th day of each month. The *Consultant* should only include the work for one task order on an invoice.

The *Consultant* must ensure that his invoice is according to the exact work completed on site. No work may be claimed that has not been completed. If work is claimed which is not complete this will be seen as a fraudulent claim which may lead to termination of the contract.

The *Consultant* will submit his claim on the assessment day as per the NEC Payment Certificate format. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Consultant. On acceptance of the Payment Certificate by the Employer the Consultant submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement's Invoice Payment Processes.

Tax Invoices

The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the *VAT registration number* of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4) (C), is adhered to. The *Employer* requires adherence by the *Consultant* to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

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Tax invoices must meet the following requirements where the consideration (VAT inclusive amount) exceeds R3 000:

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number of the supplier.**
3. **Name, address and VAT registration number of the recipient. ***
Please note: Eskom's name has to be reflected as ESKOM HOLDINGS SOC LTD on all tax invoices and Eskom's VAT number is 4740101508.
4. An **individual serial number** (tax invoice number) and **date issued.**
5. A **full and proper description** of goods and/or services supplied.
Please note: Merely referring to a contract is not sufficient.
6. The **quantity** or **volume** of goods or services supplied.*
7. Where the supply is subject to VAT at the standard rate, the following in Rand:
 - The value, VAT amount and consideration OR
 - The total consideration with a statement that VAT is included @15% OR
 - The total consideration and the amount of VAT charged.

Rates

Only Eskom approved rates are applicable.

Procedures for Invoice Submission and Payment (e. g. Electronic Payment Instructions)

General Information	
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

The provision of Engineering Survey services for various Zones within the Limlanga Operating Unit on an "as and when" required basis

Quality management

System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. The *Consultant* shall adhere to the Supplier Contract Quality Requirements Specification 240-105658000), previously known as QM 58 during the contract execution.

Information in the quality plan

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

The *Consultant* shall submit a draft Contract Quality Plan (CQP) within 7 days of contract award. The CQP information shall be as per provided template 240-109253698.

Health and safety

Clause 25.4 states that the *Consultant* acts in accordance with the health and safety requirements stated in the Scope. It is suggested that this part of the Scope address how the *Consultant* acts when doing his services. These requirements may be no more than just complying with the law. However if the *Consultant* is required to work on Eskom premises, then whatever requirements which personnel working in those premises need to comply with should be included here or referred to in an Annexure. If when doing his services the *Consultant* is required to carry out a design which needs to take account of certain health and safety criteria, then this should be included in the specification of that design service stated elsewhere in the Scope. A draft for this section could start as follows:

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

[If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state, The *Consultant* shall comply with the health and safety requirements contained in Annexure _____ to this Scope.]

Supplier Development and Localisation Requirements

Skills Development

Category	Eskom Target
Not Applicable	Not Applicable
Total	

Local content (Procurement)

This is not a designated sector however, Eskom has set local content threshold of 100%, but will not evaluate this as prerequisite tender qualification criteria. This will be incorporated into the contract.

Job Opportunities

Successful tenderer will be required to report on the number of jobs created and or retained as a result of this contract, by-annually.

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To be completed by Tenderer

Number of jobs to be <u>created</u> as a result of this contract	
Number of jobs to be <u>retained</u> as a result of this contract	

Eskom has made a number of empowerment commitments to the local communities surrounding the areas around where we conduct our construction activities, amongst these are commitments to be considered for local empowerment possibilities in its procurement strategy. In doing, this Eskom is seeking to ensure that the local communities' benefits from its procurement spend, through wealth generation and capacity development, and that this benefit is spread as widely as possible throughout the community.

The contractors therefore, in support of this empowerment commitment to the local communities, is encouraged to propose to Eskom the number of semi-skilled and unskilled labourers that will be sourced from local to site communities. Contractors are therefore, requested to indicate how many unskilled jobs will be created in their submission.

The employment (Jobs created) shall comply with the Employment Equity Act and represent the demographics of the Local to site communities.

Reporting & Monitoring

The contractor/s shall on a quarterly basis submit a report to Eskom in accordance with Supplier's Local Development Monthly/Quarterly Report on their compliance with the SD& L obligations described above.

Eskom shall review the reports submitted by the tenderers within 30 (thirty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.

Upon notification by Eskom that the tenderers have not met their SD&L obligations, the tenderers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter.

Working on the *Employer's* property

Access to the site

- The Employer will provide the Consultant with an Access Certificate to formally provide access to the site and works implementation.
- The Consultant shall ensure that he is familiar with conditions of access roads and sites (Line Servitude) as well as subsurface conditions prior to commencing with the Task Order.

Interaction with Customers / Parties affected

- The Consultant shall be responsible for negotiation with customers with regard to use of access routes on farms etc.
- The Consultant will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Consultant will be responsible for external disputes which may occur with regard to the works.

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LIFESAVING Rules (Refer to the attached document)

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a service provider abuse any CARDINAL safety rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*

Rule 2:*Hook up at height*

Rule 3:*Buckle Up*

Rule 4*Be Sober*

Rule 5:*Ensure that you have a permit to work*

ACCEPTANCE NOTE

I/WE (COMPANY NAME) _____ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING OF LIFESAVING RULES.

SIGNED BY: _____ /

SIGNATURE: _____ DATE: ____ / ____ / ____ /

Euro Assist

In case of a medical injury the Contractor can call this hotline number:

0861375660. Euro Assist is a company that offers immediate medical attention to employees who suffer any medical injuries while on duty. It is a 24-hour emergency line aimed at assisting Eskom employees.

The Euro Assist hotline number together with the GPS Coordinates of the Site Office shall be displayed on the walls in the Contractors Site Office.