



NEC3 Professional Services Contract (PSC3)

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

and

**for TRANSACTIONAL ADVISOR FOR A VERTICALLY
INTEGRATED PV MANUFACTURING FACILITY
FEASIBILITY STUDY**

Contents:	No of pages
Part C1 Agreements & Contract Data	22
Part C2 Pricing Data	5
Part C3 Scope of Work: The Scope	24

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	4
C1.2a	Contract Data provided by the <i>Employer</i>	16
C1.2b	Contract Data provided by the <i>Contractor</i>	2

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 TRANSACTIONAL ADVISOR SERVICES FOR A VERTICALLY INTEGRATED PV MANUFACTURING FACILITY FEASIBILITY STUDY

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

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

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 *Contractor* 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 Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: 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**

.....
(Insert name and address of organisation)

Name &
signature of

Date

witness

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

Schedule of Deviations

Note: The table below presents the clarification questions and answers that were agreed by Eskom and COENG during the clarification meeting.

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	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness
Date

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

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 and secondary Options	<p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
	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.	011 629 5111
	Fax No.	N/A
11.2(9)	The <i>services</i> are	THE PROVISION OF TRANSACTIONAL ADVISOR SERVICES FOR A VERTICALLY INTEGRATED PV MANUFACTURING FACILITY FEASIBILITY STUDY
11.2(10)	The following matters will be included in the Risk Register	<p>1. Delays on Project Schedule</p> <p>2. Quality of deliverables of the feasibility study.</p>
11.2(11)	The Scope is in	Part 3 (C3): Scope of Work and all documents to which it refers.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

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	One (1) year following Completion or earlier termination.

2 The Parties' main responsibilities

25.2

The *Employer* provides access to the following persons, places and things

	access to	access date
1	Camden Power Station	15/09/2026

3 Time

31.2	The <i>starting date</i> is.	01 September 2026	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	30 June 2027	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Project Planning and Governance	30/10/2026
		2 Completion of Market Study Report	30/11/2026
		3 Full PV Value Chain and Mineral Beneficiation and Localization	31/03/2027
		4 Financial Feasibility and Cost Benefit Analysis	30/05/2027
		5 Conceptual Design Package	30/05/2027
		6 Completion of feasibility and business case study report	30/06/2027

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two week after contract award date	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	As per task order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	One week after task order has been issued	
42.2	The <i>defects date</i> is	fourteen weeks after Completion of the whole of the services	
5	Payment		
50.1	The <i>assessment interval</i> is	the 25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		None	

51.1	The period within which payments are made is	30 days after receipt of invoice for QSE and Generic contractors and 14 days for EME contractors
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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Contractor’s total liability to the 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
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	

G	Term contract
21.4	The <i>Contractor</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than As per Task Order Request.

11 Data for Option W1 (Dispute Resolution)

W1.1	The <i>Adjudicator</i> is Address	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). Johannesburg
------	--	---

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
---------	-------------------------	--------------------

W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. Johannesburg, South Africa 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	Task Orders that are greater than twelve (12) months
----	---------------------------------------	--

X1.1	The index is	The prices will be fixed and firm for the first 12 months, and then it will be subjected to CPA, with 15% fixed portion and 85% adjusted using SEIFSA Index, Table D3 (CPI). Base index is one month prior tender closing date.
------	--------------	--

X2	Changes in the law	
X2.1	The law of the project is	The law of the Republic of South Africa
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.05 % per day of the task order value. Maximum of 10% of task order value. To be specified on the Task Order.
X9	Transfer of rights	
		There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	
	Address	Eskom Holdings State Owned Company Limited Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	The authority of the <i>Employer's Agent</i> is	To carry out all the Employer's actions in this contact
X11	Termination by the <i>Employer</i>	
		There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
Z	The <i>Additional conditions of contract</i> are	
		Z1 to Z16 will always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 23.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *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 *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 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 *Contractor* but did not”.

Z8 *Employer’s* limitation of liability

Z8.1 The *Employer’s* liability to the *Contractor* for the *Contractor’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.

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

Z10.1 If the *Contractor’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 *Contractor’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 *Contractor* or a third party, such party’s employees, agents, or SubContractors or SubContractor’s employees, or any one or more of all of these parties’ relatives or friends,

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

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or SubContractors or the SubContractor’s employees,

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

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

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an

investigation into allegations of Prohibited Action, and

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.1 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.

81.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Contractor</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Up to a maximum of the total contract value	For a period of 40 weeks
Liability for death of or bodily injury to a person (not an employee of the <i>Contractor</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Contractor</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u></p>	For a period of 40 weeks

	The amount required by the applicable law.	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	For a period of 40 weeks

81.3 The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is

decommissioned.

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.
Safe Levels	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.
Standard	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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised 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.

Z15 Intellectual Property

Z15.1 "Intellectual Property" means any creation of the mind that is capable of being protected by law from use by any other person, whether in terms of South African law or foreign intellectual property law, and includes any rights in such creation, including the result of creative endeavour that is recognised and protected by law, including but not limited to (whether granted/registered or applied for) Patents; Designs; Know-How; Copyright; Trade Secrets; Trade Marks; plant breeders' rights; chemical structures; biological or chemical information; manufacturing techniques and designs; specifications and formulae; data; results; systems and processes; production methods; undisclosed inventions; financial and marketing information; and all rights which may be devised or come into existence in the future in any modifications, variations, enhancements or improvements to any of the aforesaid intellectual property.

Z15.2 "Background Intellectual Property" shall mean all Intellectual Property created, discovered, owned by or licensed to a Party before the starting date of this Agreement, and which may serve as basis from which to develop new Foreground Intellectual Property.

Z15.3 "Foreground Intellectual Property" shall mean Intellectual Property developed or discovered pursuant to and within the scope of this Agreement. "New Intellectual Property" refers exclusively to the deliverables created during the performance of this feasibility study.

Z15.4 Each Party shall retain ownership of its Background Intellectual Property which shall be utilised in respect of any contracted services in terms of this Agreement.

Z15.7 The Consultant shall ensure that a Copyright notice is incorporated or embossed or labelled on the New Intellectual Property, to ensure that the Employer; is reflected as the owner or of the New IP

Z15.12 The Consultant procures that each Subcontractor shall take all and any other actions as may be required, to give effect to this Agreement.

Z15.13 The Consultant does not, without the written consent, of the Employer, copy, use or issue to a third party any of these documents and requirements except for the purposes of executing the works.

Z15.14 Either Party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the Employer's documents and requirements at all, in respect of the Employer, or the Consultant's documents, in respect of the Consultant.

Z15.15 The Consultant will need to get written consent from the Employer before submission of a paper to a journal, conference or website. Any other communication, in whatever form, including but not limited to social,

written or broadcast media, or use of the Employer logo should be approved in writing by the Employer before publishing.

Z15.16 Third Party Claims:

16.1 In the event of any claims being made or actions brought against the Employer, on the ground that the Consultant infringed any patent, trade mark or copyright, the Consultant is notified thereof and at its own expense, conducts all negotiations in consultation with the Employer for the settlement of the claim and litigation that may arise from such alleged infringement.

16.2 Save where the Consultant fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the Employer does not make any admission which might be prejudicial to the Consultant's position.

16.3 The Employer, at the request and the cost of the Consultant affords it all reasonable technical assistance that the Employer is able to provide for the purpose of contesting any such claim or action.

16.4 Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the Consultant, at its own expense and in consultation with the Employer:

16.4.1 procures for Employer the right to continue to use the affected item or design; or

16.4.2 replaces the said affected item or design with a non-infringing item; or

16.4.3 provides a design of equivalent quality or modify such affected item or design to make it non-infringing without affecting the quality.

16.5 Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of the Consultant with respect to claims relating to infringement.

16.6 Where it is alleged that the Employer has committed an infringement as intended vis-à-vis the Consultant as set the Employer has the same rights and obligations as the Consultant, mutatis mutandis, as regards such alleged infringement.

16.7 The Consultant herewith indemnifies the Employer and undertakes to keep the Employer indemnified against all claims of whatsoever nature, real or imagined, which may be made against the Employer arising from the infringement of any third-party intellectual property rights

Z16 Contractor Development, Localisation and Industrialisation (SDL&I)

Z16.1 Skills for development will be negotiated with the Contractor at Task Order stage and the number to be trained will be finalized because of the ad hoc nature of the work. Where feasible at the task order stage the Owner's Engineer will be contracted to sponsor bursaries to students in Engineering or equivalent discipline as determined by SDL&I and cross functional team. Skills candidates shall be sourced from South Africa. The purpose is to provide these candidates with skills and workplace experience to increase the opportunity for them to be employable within the

industry. The contractor may develop the candidates directly, through their supply network or through the SETA accredited training providers.

Z16.2 SDL&I Penalty and Performance Security

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2,5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

Alternatively, the *Contractor* shall provide a bond equivalent to 2% of the Contract Value and shall only be released to the *Contractor* upon fulfilment of all SDL&I Obligations.

The contractor shall submit a monthly report to Eskom in accordance with Data Collection Template on their compliance with their SDL&I obligations

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

1. The tendering Contractor is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)¹ 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>Contractor</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 .
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	30 June 2027
11.2(10)	The following matters will be included in the Risk Register	As per Risk Register

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

11.2(13)	<p>The <i>staff rates</i> are:</p> <p>Either complete here or cross refer to a schedule in Part C2.2</p>	name/designation	rate
25.2	<p>The <i>Employer</i> provides access to the following persons, places and things</p>	<p>access to</p> <p>1 Camden Power Station</p> <p>2</p> <p>3</p>	<p>access date</p> <p>15/09/2026</p>
31.1	<p>The programme identified in the Contract Data is</p>		
50.3	<p>The <i>expenses</i> stated by the <i>Contractor</i> are</p>	Item	Amount
G	Term contract		
11.2(25)	<p>The <i>task schedule</i> is in</p>		

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	[•]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[•]

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

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">the Time Charge for work which has been completed on time based items on the Task Schedule anda proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none">the Time Charge for items described as time based on the Task Schedule andthe 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.
------------------------------	------	--

and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none">the Price for Services Provided to Date,the amount of the <i>expenses</i> properly spent by the <i>Contractor</i> in Providing the Services andother amounts to be paid to the <i>Contractor</i> less amounts to be paid by or retained from the <i>Contractor</i>.
--------------------------	------	---

Any tax which the law requires the *Employer* to pay to the *Contractor* is included in the amount due.

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.

2. Staff rates and expenses

Tendering Contractors 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 *Contractor* in Contract Data provided by the *Contractor*.

As only the *expenses* listed may be claimed by the *Contractor*, all other cost to the *Contractor* 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 *Contractor* to price, or may be prepared jointly with the *Contractor*. 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 *Contractor* 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.

C2.2 Staff rates, expenses & the task schedule

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

State whether the *staff rates* and *expenses* exclude or include VAT.

1. The *staff rates* are:

No.	Designation - the pricing schedule to be read in conjunction with the scope of work Annexure C (Job Profiles)	Rate per {hour} excluding VAT

2. The task schedule

Table 1

Description	UOM	Quantity	Rate	Total
1. Time Charge Items (Resources) PROJECT PLANNING AND GOVERNANCE DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
1.1 Consultant - Transaction / Commercial Lead	R/h			
1.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
1.3 Consultant - PV Manufacturing Technical Lead	R/h			
1.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
1.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
1.6 Consultant - Localization and Industrial Development Specialist	R/h			
1.7 Supply Chain and Market Specialist	R/h			
1.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
1.9 Environmental / Social / Permitting Specialist	R/h			
1.10 Strategic Partnership / JV Structuring Specialist	R/h			
1.11 Skills Development and Economic Development Specialist	R/h			
2.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 1				R

Table 2

Description	UOM	Quantity	Rate	Total
2 Time Charge Items (Resources) FEASIBILITY AND TECHNICAL DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
2.1 Consultant - Transaction / Commercial Lead	R/h			
2.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
2.3 Consultant - PV Manufacturing Technical Lead	R/h			
2.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
2.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
2.6 Consultant - Localization and Industrial Development Specialist	R/h			
2.7 Supply Chain and Market Specialist	R/h			
2.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
2.9 Environmental / Social / Permitting Specialist	R/h			
2.10 Strategic Partnership / JV Structuring Specialist	R/h			
2.11 Skills Development and Economic Development Specialist	R/h			
2.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 2				R

Table 3

Description	UOM	Quantity	Rate	Total
3. Time Charge Items (Resources) VALUE CHAIN, BENEFICIATION, AND INDUSTRIAL DEVELOPMENT DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
3.1 Consultant - Transaction / Commercial Lead	R/h			
3.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
3.3 Consultant - PV Manufacturing Technical Lead	R/h			
3.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
3.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
3.6 Consultant - Localization and Industrial Development Specialist	R/h			
3.7 Supply Chain and Market Specialist	R/h			
3.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
3.9 Environmental / Social / Permitting Specialist	R/h			
3.10 Strategic Partnership / JV Structuring Specialist	R/h			

3.11 Skills Development and Economic Development Specialist	R/h			
3.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 3				R

Table 4

Description	UOM	Quantity	Rate	Total
4. Time Charge Items (Resources) COMMERCIAL, LEGAL, AND STRUCTURING DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
4.1 Consultant - Transaction / Commercial Lead	R/h			
4.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
4.3 Consultant - PV Manufacturing Technical Lead	R/h			
4.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
4.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
4.6 Consultant - Localization and Industrial Development Specialist	R/h			
4.7 Supply Chain and Market Specialist	R/h			
4.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
4.9 Environmental / Social / Permitting Specialist	R/h			
4.10 Strategic Partnership / JV Structuring Specialist	R/h			
4.11 Skills Development and Economic Development Specialist	R/h			
4.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 4				R

Table 5

Description	UOM	Quantity	Rate	Total
5. Time Charge Items (Resources) FINANCIAL AND INVESTMENT DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
5.1 Consultant - Transaction / Commercial Lead	R/h			
5.2 Consultant - Financial Modelling and Project	R/h			

Finance Lead				
5.3 Consultant - PV Manufacturing Technical Lead	R/h			
5.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
5.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
5.6 Consultant - Localization and Industrial Development Specialist	R/h			
5.7 Supply Chain and Market Specialist	R/h			
5.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
5.9 Environmental / Social / Permitting Specialist	R/h			
5.10 Strategic Partnership / JV Structuring Specialist	R/h			
5.11 Skills Development and Economic Development Specialist	R/h			
5.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 5				R

Table 6

Description	UOM	Quantity	Rate	Total
6. Time Charge Items (Resources) HUMAN CAPITAL DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
6.1 Consultant - Transaction / Commercial Lead	R/h			
6.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
6.3 Consultant - PV Manufacturing Technical Lead	R/h			
6.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
6.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
6.6 Consultant - Localization and Industrial Development Specialist	R/h			
6.7 Supply Chain and Market Specialist	R/h			
6.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
6.9 Environmental / Social / Permitting Specialist	R/h			
6.10 Strategic Partnership / JV Structuring Specialist	R/h			
6.11 Skills Development and Economic Development Specialist	R/h			
6.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 6				R

Table 7

Description	UOM	Quantity	Rate	Total
7. Time Charge Items (Resources) BUSINESS CASE AND PRE-PROCUREMENT DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
7.1 Consultant - Transaction / Commercial Lead	R/h			
7.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
7.3 Consultant - PV Manufacturing Technical Lead	R/h			
7.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
7.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			
7.6 Consultant - Localization and Industrial Development Specialist	R/h			
7.7 Supply Chain and Market Specialist	R/h			
7.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
7.9 Environmental / Social / Permitting Specialist	R/h			
7.10 Strategic Partnership / JV Structuring Specialist	R/h			
7.11 Skills Development and Economic Development Specialist	R/h			
7.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 7				R

Table 8

Description	UOM	Quantity	Rate	Total
8. Time Charge Items (Resources) FINAL DELIVERABLES				
	UOM	Quantity in Hours	Rate	Total (Rands)
8.1 Consultant - Transaction / Commercial Lead	R/h			
8.2 Consultant - Financial Modelling and Project Finance Lead	R/h			
8.3 Consultant - PV Manufacturing Technical Lead	R/h			
8.4 Consultant - Site and Infrastructure Assessment Lead	R/h			
8.5 Consultant- Legal / Regulatory / Contracting Specialist	R/h			

8.6 Consultant - Localization and Industrial Development Specialist	R/h			
8.7 Supply Chain and Market Specialist	R/h			
8.8 Mineral Beneficiation / Industrial Processing Specialist	R/h			
8.9 Environmental / Social / Permitting Specialist	R/h			
8.10 Strategic Partnership / JV Structuring Specialist	R/h			
8.11 Skills Development and Economic Development Specialist	R/h			
8.12 Relevant professionally registered (ECSA) engineering leads	R/h			
Sub Total 8				R

Table 9

Description	UOM	Quantity	Rate	Total
9. Preliminaries and General				
9.1 Compliance to Safety, Health Quality and Environmental Requirements	Sum	1		
9.1 Stakeholder Engagements (Local/ International)	Sum	1		
9.2 Eskom Site Visit (Camden PS or other)	Per Site Visit	15		
Sub Total 9				R

Total of Prices (Sum of subtotal 1 to Subtotal 9)	R
--	---

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>Contractor's Scope</i>	
	Total number of pages	24

C3.1: EMPLOYER'S SCOPE

Contents

1. Description of the services	4
1.1 Executive overview	4
1.2 Interpretation and terminology	4
1.3 Site and Physical Orientation	6
2. Specification and description of the services	6
2.1.1 Employer Requirements	6
2.1.2 TRANSACTIONAL ADVISOR SCOPE OF WORK	6
2.1.3 CONFLICT OF INTEREST AND EPC INELIGIBILITY	7
2.1.4 TRANSFER OF RIGHTS / EMPLOYER OWNERSHIP OF CONTRACT MATERIAL	8
2.1.5 CONSULTANT'S DUTY AS SUBJECT MATTER EXPERT	8
2.1.6 SCOPE OF SERVICES	9
2.1.7 PROJECT PLANNING AND DEVELOPMENT PHASE ACTIVITIES	10
2.1.8 REPORTS AND PROGRAMMES	11
2.1.8.4 Key Expertise Required	12
2.2 FEASIBILITY STUDY AND CONCEPTUAL ENGINEERING DESIGN PHASE ACTIVITIES	14
2.3 Market and Technical Analysis	14
2.4 Site Selection and Infrastructure Assessment	14
2.5 Intellectual Property (IP) Management and Licensing	14
2.6 Financial Feasibility and Cost-Benefit Analysis	15
2.7 Regulatory and Compliance Analysis	15
2.8 Full PV Value Chain, Mineral Beneficiation and Localisation Potential	15
2.9 Workforce and Skills Development	16
2.10 Strategic Localisation, Partnerships and Commercial Structuring	16
2.11 Risk Assessment and Management	16
2.12 Conceptual design and engineering	17
2.13 Works Information for EPC Contractor Appointment	17
2.14 Business Case	17
2.15 EPC Phase Consultation/Advisory Role	18
2.16 TA DOCUMENT DELIVERABLES	18
2.17 Feasibility and Technical Deliverables	18
2.18 Value Chain, Beneficiation, and Industrial Development Deliverables	18
2.19 Commercial, Legal, and Structuring Deliverables	19
2.20 Financial and Investment Deliverables	19

2.21 Human Capital Deliverables.....	19
2.22 Business Case and Pre-Procurement Deliverables.....	19
2.23 Final Deliverables.....	19
3. Constraints on how the <i>Consultant</i> Provides the Services.....	20
3.1 Management meetings.....	20
3.2 <i>Consultant's key persons</i>	21
3.3 Provision of bonds and guarantees.....	22
3.4 Documentation control and retention.....	22
3.4.1 Identification and communication	22
3.4.2 Retention of documents	22
3.5 Records and forecasting of <i>expenses</i>	22
3.6 Invoicing and payment.....	22
3.7 Contract change management.....	23
3.8 Inclusions in the programme.....	23
3.9 Quality management.....	23
3.9.1 System requirements	23
3.9.2 Information in the quality plan	23
3.10 The Parties use of material provided by the <i>Consultant</i>	23
3.10.1 Employer's purpose for the material	23
3.10.2 Restrictions on the <i>Consultant's</i> use of the material for other work	23
3.10.3 Transfer of rights if Option X 9 applies	23
3.11 Management of work done by Task Order.....	23
3.12 Health and safety.....	24
3.13 Procurement.....	25
3.13.1 BBBEE and preferencing scheme	25
3.13.2 Other constraints	26
3.13.3 Preferred subconsultants	26
3.13.4 Subcontract documentation, and assessment of subcontract tenders	26
3.13.5 Limitations on subcontracting	26
3.13.6 Attendance on Subconsultants	26
3.14 Working on the <i>Employer's</i> property.....	27
3.14.1 Employer's entry and security control, permits, and site regulations	27
3.14.2 People restrictions, hours of work, conduct and records	27
3.15 Things provided by the <i>Employer</i>	28
3.16 Cataloguing requirements by the <i>Consultant</i>	28
4. List of drawings.....	28
4.1 Drawings issued by the <i>Employer</i>	28

1. Description of the services

1.1 Executive overview

Eskom aims to localise the Solar PV panel manufacturing value chain and establish a facility at one of its existing sites in Mpumalanga.

The project forms part of Eskom’s broader strategy to support localisation of the renewable energy value chain, create green jobs and reduce reliance on imported PV products and components. Additionally, the project aims to improve long-term security of supply, introduce greater pricing stability over the life of solar deployment programme, stimulate local industrial competitiveness, and contribute to South Africa’s Just Energy transition. The initiative also supports Eskom’s objective of identifying new productive uses for existing sites and infrastructure, particularly within Mpumalanga, in a manner that promotes economic diversification and industrial renewal.

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
AACE	Association for the Advancement of Cost Engineering
EBITDA	Earnings Before Interest, Taxes, Depreciation, and Amortisation
EDWL	Engineering Design Work Lead
EPC	Engineering, Procurement and Construction
EPCM	Engineering, Procurement and Construction Management
IP	Intellectual Property
IRR	Internal Rate of Return
JET	Just Energy Transition
JET-IP	Just Energy Transition Investment Plan
JV	Joint Venture
NPV	Net Present Value
OEM	Original Equipment Manufacturer
PFD	Process Flow Diagram
PV	Photovoltaic
R&D	Research and Development
REIPPPP	Renewable Energy Independent Power Producer Procurement Programme
RFP	Request for Proposal
ROI	Return On Investment
SADC	Southern African Development Community

SEZ	Special Economic Zone
SPV	Special Purpose Vehicle
TA	Transactional Advisor
TVET	Technical and Vocational Education and Training

OHS	Occupational Health and Safety
PC	Personal Computer
PPPFA	Preferential Procurement Policy Framework Act
QMS	Quality Management System
QSE	Qualifying Small Enterprise
RDP	Reconstruction and Development Programme
SABS	South Africa Bureau of Standards
SC	Supply Contract
SDL&I	Contractor Development, Localisation, and Industrialisation
SETA	Sector Education and Training Authority
SHE	Safety, Health, and Environment
SOC	State-Owned Company
VAT	Value Added Tax

1.3 Site and Physical Orientation

The facility will be established at Camden Power Station in Mpumalanga.

2. Specification and description of the services

2.1.1 Employer Requirements

The Client, ESKOM Holdings SOC Ltd, appoint a suitably qualified and independent Transactional Advisor (TA) to undertake, coordinate, manage, and provide advisory services for a comprehensive feasibility study for a vertically integrated Solar Photovoltaic (PV) manufacturing facility. The appointed TA shall act as Eskom's independent transactional, commercial, financial, and feasibility advisor for the purposes of planning, directing, integrating, reviewing, and advising on all study activities required to inform Eskom's investment decision

2.1.2 TRANSACTIONAL ADVISOR SCOPE OF WORK

Scope

- 1) In alignment with South Africa's renewable energy ambitions, industrialisation goals, and strategic economic development plans, ESKOM HOLDINGS SOC LTD intends to assess the feasibility of establishing a vertically integrated solar photovoltaic (PV) manufacturing facility. The facility is expected to have a minimum output of 1 GW, with potential scalability. The initiative is aimed at supporting the Just Energy Transition (JET), localisation, industrial capability development, supply-chain resilience, and sustainable job creation within the South African renewable energy sector.
- 2) The TA shall be responsible for leading and integrating all feasibility-stage workstreams required to produce a bankable, investable, transaction-ready, and procurement-ready outcome, including but not limited to market assessment, technical feasibility, financial and economic analysis, regulatory and legal review, localisation assessment, workforce and skills planning, site selection, mineral beneficiation assessment, local industry development assessment, ownership and partnership structuring, implementation planning, risk assessment, business case / investment case preparation, procurement strategy development, and preparation of pre-procurement documentation. The TA shall perform its services on a non-binding, non-

exclusive, competition-neutral, and procurement-neutral basis. Nothing in the TA's work, recommendations, valuations, market consultations, or partner engagement shall confer any exclusivity, preference, or unfair advantage on any OEM, local manufacturer, supplier, investor, consortium member, or future implementation partner.

- 3) The appointed TA shall act as Eskom's independent transaction, commercial, financial, and feasibility advisor for the purposes of planning, directing, integrating, reviewing, and advising on all study activities required to inform Eskom's investment decision.
- 4) The TA shall apply rigorous due diligence to the technical, commercial, financial, legal, regulatory, localisation, implementation, ownership, partnership, funding, and risk dimensions of the proposed PV manufacturing project. Eskom may delegate to the TA such authority as is necessary for the efficient execution of the services and deliverables defined in this Scope of Work; provided that Eskom shall at all times retain ultimate responsibility, governance oversight, and decision-making authority for the Project.
- 5) The TA shall be responsible for coordinating and integrating all feasibility-stage workstreams necessary to produce a bankable and procurement-ready study outcome, including the structured engagement of relevant Tier 1 OEMs, technology licensors, equipment suppliers, local manufacturers, toll manufacturers, licensed assemblers, investors, and other value-chain participants, without creating bias in favour of any one supplier, OEM, or future implementation partner.
- 6) The TA demonstrates the ability to engage with relevant OEMs, technology providers, industrial players, and local manufacturers on a non-exclusive and competition-neutral basis, for the purpose of informing technology selection, manufacturability, standards compliance, technology transfer pathways, ownership and partnership structuring, and implementation planning. Participation by OEMs and local manufacturers during the feasibility study shall not in itself confer any preferential position in any subsequent procurement process.
- 7) The TA establishes and manages a dedicated workstream for local manufacturer participation and localisation assessment. This workstream shall identify and assess South African manufacturers and industrial participants currently operating, or capable of operating, within the PV value chain, including entities involved in toll manufacturing, licensed manufacturing, module assembly, inverter system assembly, mounting structures, cables, combiner boxes, transformers, electrical balance of plant, and related components. The TA shall assess such entities not only as suppliers, but also as potential industrial partners, operating partners, strategic alliance partners, investors, and potential shareholders / equity participants in the proposed facility.
- 8) The TA prepares feasibility outputs and related documentation in a manner that is technology-neutral, performance-based, and procurement-neutral to support Eskom's future decision-making and any subsequent EPC / EPCM, strategic partner, OEM, investor, or implementation procurement process.
- 9) The TA and its affiliates disclose all actual, potential, or perceived conflicts of interest and may be restricted from participation in subsequent implementation procurement processes where such participation would compromise procurement fairness or Eskom's governance requirements.
- 10) The TA's advice, models, valuations, assessments, and recommendations shall be advisory only and shall not bind Eskom to any site, structure, bidder, partner, valuation, technology, or transaction path.
- 11) The TA ensures that its work does not disadvantage, restrict, bias against, or preclude the future participation of OEMs, local manufacturers, licensed assemblers, EPC Consultants, investors, or other value-chain participants in any future procurement or implementation phase.
- 12) The TA ensures that all work is performed in accordance with international best practice, South African regulations, and Eskom's policies and procedures.
- 13) The TA prepares all project cost estimates to a minimum of Class 3 in accordance with AACE International (18R-97: Cost Estimate Classification System), including an appropriate Basis of Estimate, estimate assumptions, exclusions, contingencies, estimate accuracy range, and sufficient scope definition to support feasibility, business case, and investment decision-making. Any shortfall in information required to achieve Class 3 shall be identified and reported to Eskom in writing, together with recommended corrective actions.

2.1.3 CONFLICT OF INTEREST AND EPC INELIGIBILITY

To avoid any actual, potential, or perceived conflict of interest, any entity appointed as the Transaction Advisor for the feasibility studies under this contract shall be excluded from any subsequent EPC procurement related to the Project. This restriction shall apply whether the Transaction Advisor participates as a principal, consortium member, joint venture partner, subcontractor, subconsultant, affiliate, parent

company and subsidiary. The Employer reserves the right to reject any bid or proposal that, in its sole discretion, breaches this provision.

2.1.3.1 THE SUBCONTRACTING, CONSORTIUMS, JOINT VENTURES AND STUDY INDEPENDENCE

- 1) The TA may, with the prior written approval of Eskom, subcontract defined specialist portions of the Services to qualified subconsultants, provided that:
- 2) The TA remains fully responsible and liable for the performance of all Services, whether performed by itself or by any sub-Consultant, subconsultant, consortium member, or joint venture partner.
- 3) All proposed sub-Consultants, consortium members, joint venture participants, and specialist advisors shall be fully disclosed to Eskom at tender stage or, where appointed after contract award, prior to their engagement.
- 4) The TA ensures that any subcontracting, consortium, or joint venture arrangement does not compromise the TA's independence, objectivity, competition neutrality, procurement neutrality, or conflict-of-interest obligations under this Contract.
- 5) The TA shall not, without Eskom's prior written approval, subcontract any part of the Services to, or enter into a consortium, joint venture, strategic alliance, or equivalent arrangement for purposes of this study with, any OEM, technology licensor, equipment supplier, local manufacturer, toll manufacturer, licensed assembler, investor, EPC Consultant, EPCM Consultant, or other party that may reasonably be expected to participate in a future implementation or procurement phase of the Project.
- 6) Where Eskom permits the involvement of such a party for specialist input, the TA shall ensure that:
 - the role of that party is ring-fenced and limited to the approved scope,
 - all conflicts of interest are declared and managed to Eskom's satisfaction,
 - such involvement does not create any exclusivity, preference, unfair advantage, or preferential status in any future procurement process, and
 - the TA maintains full decision-making independence in its analysis, recommendations, and deliverables.
- 7) The TA ensures that all subcontracts include provisions equivalent to the Consultant's obligations under this Contract, including obligations relating to confidentiality, intellectual property (patents, designs, copyrights, know-how), conflict disclosure, transfer of rights, auditability, and procurement neutrality.
- 8) For avoidance of doubt, structured engagement with OEMs, local manufacturers, investors, and other market participants for market consultation, technical input, licensing discussions, or commercial assessment shall not constitute approved subcontracting or a study consortium arrangement.

2.1.4 TRANSFER OF RIGHTS / EMPLOYER OWNERSHIP OF CONTRACT MATERIAL

1)The Employer own the Consultant's rights, title, and interest in and to all material prepared, originated, developed, written, compiled, designed, modelled, or produced by the TA specifically for this Contract, including all reports, studies, business cases, financial models, drawings, layouts, databases, analyses, memoranda, presentations, schedules, procurement documents, recommendations, and all other contract deliverables, except as otherwise expressly stated in this Scope of Work.

2)The TA warrants that the Employer's use of the Contract material in accordance with this Contract shall not infringe the rights of any third party, and the Consultant shall indemnify the Employer against any claim arising from a failure to secure the rights contemplated in this clause. Proprietary OEM or vendor inputs obtained during the study shall, to the extent practicable, be translated into neutral performance, interface, commercial, and design requirements, unless otherwise expressly approved by Eskom.

2.1.5 CONSULTANT'S DUTY AS SUBJECT MATTER EXPERT

1)This contract sets out the primary responsibilities assigned to the Consultant. The Consultant is

appointed as the Transactional Advisor and subject matter expert for the Project and shall apply the degree of skill, care, diligence, and professional judgment expected of an experienced specialist undertaking work of a similar nature, complexity, and importance.

2) It is the the Consultant's responsibility to ensure that all activities, investigations, analyses, studies, assessments, reviews, consultations, deliverables, and recommendations necessary for the successful completion of the Works are identified and carried out in full compliance with applicable laws, regulations, standards, Eskom requirements, and recognised industry best practice, whether or not each such activity is expressly described in detail in this Scope of Work.

3) Where, in the Consultant's professional opinion, any activity, study element, deliverable, assumption, interface, investigation, or workstream has been omitted from the Scope of Work, or where a deviation from the stated scope, methodology, sequencing, or assumptions would be beneficial to the quality, completeness, bankability, technical robustness, commercial soundness, or overall outcome of the study, the Consultant shall promptly notify Eskom in writing.

4) The Consultant shall not proceed with any material deviation from the agreed Scope of Work without Eskom's written approval, but the Consultant shall remain responsible for advising Eskom of any such deviations, omissions, improvements, or additional requirements that a competent subject matter expert would reasonably identify while performing the Services.

5) No failure by the Consultant to identify, advise on, or execute any activity that is reasonably necessary for the proper and professional completion of the Works shall be excused solely on the grounds that such activity was not expressly listed in this contract.

2.1.6 SCOPE OF SERVICES

The scope of services required for the feasibility study and business case include, but not be limited to, the following phases and associated services:

1. Project Planning and Development Phase
2. Feasibility Study and Conceptual / Front-End Development Phase
3. Business Case/ Investment Case Development Phase
4. Commercial Structuring and Transaction Preparation Phase
5. Pre-Procurement and EPC / EPCM Advisory Readiness Phase
6. EPC-Phase Consultation / Advisory Support Phase, if required by Eskom

The general TA's scope comprises, but is not be limited to, the following activities:

- Project planning, study mobilisation, and overall feasibility and business case management.
- Stakeholder identification, engagement, and coordination.
- Engagement with relevant tier 1 OEMs, technology licensors, equipment suppliers, process-line integrators, local manufacturers, toll manufacturers, licensed assemblers, and other value-chain participants on a non-exclusive and competition-neutral basis.
- The Consultant is responsible for arranging all logistics pertaining to site visits (Local and/or International to identified Stakeholders).
- Market assessment, market segmentation, capacity sizing, demand analysis, and competitiveness assessment.
- Technology assessment, process selection, manufacturability review, and conceptual design development.
- Produce a waste management plan for the plant. This includes designing for recyclability of process waste, collecting used panels, and ensuring they are recycled or reused.
- Undertaking a detailed feasibility assessment of Camden power station as the nominated reference site for the proposed facility.
- Assessing Camden power station in respect of land availability, existing infrastructure, utilities, electrical infrastructure, water availability, logistics access, brownfield re-use potential, permitting constraints, workforce availability, implementation readiness, scalability, and overall suitability for the proposed facility.
- Undertaking a separate comparative site selection assessment to identify and recommend the most optimum site for the proposed facility, with Camden power station included as one of the assessed sites.

- Preparing a site selection methodology, shortlist, weighted evaluation matrix, comparative assessment, sensitivity analysis, and final preferred site recommendation.
- Assessing whether Camden power station should remain the preferred site, a fallback site, or a non-preferred site, and setting out the technical, commercial, schedule, infrastructure, and risk implications thereof.
- Assessment of localisation pathways, supplier development opportunities, and local industrial participation.
- Assessment of South African manufacturers not only as suppliers, but also as potential industrial partners, operating partners, strategic alliance partners, and potential shareholders/equity participants in the proposed facility.
- Infrastructure, utilities, site, logistics, and implementation readiness assessments.
- Regulatory, permitting, legal, standards, certification, and compliance assessments.
- Intellectual property, technology transfer, and licensing considerations.
- Financial, economic, commercial, and risk assessments.
- Development of ownership, partnership, and commercial structuring options.
- Development of workforce, skills transfer, and capacity-building requirements.
- Preparation of the business case / investment case for Eskom governance and investment decision-making.
- Preparation of pre-procurement documentation, procurement strategy recommendations, transaction structuring recommendations, and advisory inputs for future EPC / EPCM Works Information. Technical assurance, integration, review, and reporting across all feasibility, business case, site selection, and pre-procurement workstreams.
- Battery limits and detailed interfaces shall be defined in more detail in the Division of Responsibilities (DOR) Document, to be jointly agreed between the Client and the Consultant after contract award.

2.1.7 PROJECT PLANNING AND DEVELOPMENT PHASE ACTIVITIES

The Consultant plan, coordinate, and manage all feasibility-stage activities required to establish the project basis, study framework, stakeholder engagement approach, work plan, programme, interfaces, assumptions, governance arrangements, and reporting structure for the proposed PV manufacturing facility.

The scope of services required includes but is not limited to:

Project Planning and Schedule Management including but not limited to:

1. Project definition and preparing early project schedules, plans and design criteria including related deliverable.
 2. Development of a work breakdown structure (WBS) and integrated engineering schedules covering all aspects of project development and execution, identifying all interfaces required for the successful delivery of the project. The schedules are developed to level 4, which will include as a minimum the following:
 - a. All milestones
 - b. All key activities
 - c. All Sub-activities
 - d. Works instruction level
 - e. Risk catered for using float
 3. Use a scheduling tool that is agreed upon with the Client for its scheduling and shall ensure all programmes and schedules developed for the Project are compatible with the Client's scheduling software (Primavera etc.).
- (2) **Project Risk Monitoring and Management** including but not limited to:
1. Proactive management of risk reduction and support, in line with the Eskom's Integrated Risk Management Framework
 2. Development and management of an integrated engineering risk register and management plan as per Eskom Requirements.
 3. Conduct risk reviews as part of scheduled workshops or progress review meetings, to review risk status and mitigation progress. As a minimum, a risk review must be scheduled to coincide with the end of a design phase review.

- (3) **Quality Management and Assurance** including but not limited to:
1. Compliance with the requirements listed in the Client’s standard document, ‘Contract Quality Requirements’, document identifier – QM 58, for all the Clients Quality requirements.
 2. Development and submission of a Project Quality Management System and Plan (PQMP) for this contract, describing project quality requirements and requirement for continued compliance to the requirement of ISO 9001.
 3. Development and maintenance of a complete quality control schedule, showing the anticipated inspections as per quality intervention points, as shown on the manufacturer’s inspection test plans.

2.1.8 REPORTS AND PROGRAMMES

2.1.8.1 List of Reports

The Consultant shall, as a minimum, submit the list of reports as listed in Section 6. Within 20 working days of the signing of the contract, the Consultant shall submit an Inception Report giving a detailed work plan and assignments for each individual in the team.

The Consultant shall submit Progress Reports (Interim Reports) on a monthly basis, within one week after the end of each calendar month. The progress report, using the activity schedule as a basis, covers the following issues and Engineering Controls:

- Cost, Schedule, and Technical Performance to date.
- Estimated Cost, Schedule, and technical accomplishment at contract completion.
- Highlights.
- Progress on planned earned and actual man-hours.
- Full-time equivalent of man plan for the project.
- Level 1, 2 and 3 integrated schedules with engineering float.
- A loaded project plan on Primavera or MS Projects.
- Problem areas and Corrective Actions.
- Risk Progress Report, describing progress with mitigating actions and changing risk status

The Progress Reports are discussed during scheduled Progress Review Meetings. The Consultant proposes to the Client a schedule for the Progress Review Meetings. The Progress Review Meetings are held within one week after receipt of the progress report. The Client keeps minutes of these meetings.

2.1.8.2 Schedule of Deliveries

The Consultant shall submit a Programme for all reports and deliverables listed in this document for acceptance by the Client within 2 weeks after contract award. The Client’s target delivery dates for Deliverables and review meetings shall be discussed and agreed to with the Consultant prior to execution of any of the project activities. The Consultant uses the agreed to-and-signed off target delivery dates, as an input to develop the programme and activity schedule.

The Consultant shall confirm the method for Review and Acceptance of Deliverables with the Client four weeks after contract award. Deliverables generally follow the process outlined in the Table 1.

Table 1: Deliverables Review Process

Ref*	Task	Responsibility
A	Prepare document	Consultant
B	Internal Review	Consultant
C	Approve for Client Review (e.g. Rev. a)	Consultant
D	Submit for Review	Consultant
E	Forward review comments	Client
F	Review Meeting (if required)	Consultant and Client
G	Review minutes distribution	Consultant
H	Update document	Consultant

I	Approve (e.g. Rev. 1)	Consultant
J	Submit for Acceptance	Consultant
K	Accept deliverables	Client
L	Written approval of deliverables	Client
	*Refer to paragraphs below	

In the event that the Consultant, after consultation with the Client, does not agree with some of the Client’s review comments, the Consultant lists these comments to motivate the disagreement and submits this list to the Client.

The Schedule and the Scope of planned Review Meetings is developed by the Consultant and accepted by Eskom. The objective of review meetings is to discuss issues that relate to the design of Structures, Systems and Components (SSC) or the review of Deliverables.

1. The Consultant ensures that all follow-up actions are carried out within the time stipulated.
2. The Client may, in addition to the scheduled review meetings indicated, request additional reviews.
3. The Client may involve independent third parties in any of the review meetings.
4. Minutes of meetings will not form any basis of variations or amendments to the contract. The Client communicates contract variations or amendments formally to the Consultant in terms of the provisions in the Contract.

2.1.8.3 Competency and Experience Requirements of the Consultant

- The Consultant must demonstrate a proven track record in transaction advisory, project development, feasibility studies, commercial structuring, and investment case preparation for large industrial, infrastructure, energy, or manufacturing projects.
- The Consultant may be a single firm or a consortium, but must collectively demonstrate expertise in manufacturing, engineering, project finance, financial modelling, legal structuring, supply chain analysis, localisation strategy, mineral beneficiation assessment, industrial development, environmental and social compliance, and transaction preparation.
- The Consultant must demonstrate previous experience in at least one comparable assignment involving industrial project feasibility, manufacturing project development, or large-scale energy / infrastructure commercial structuring.
- Experience engaging with OEMs, technology licensors, industrial partners, investors, public sector institutions, and local manufacturers will be advantageous.
- The TA itself must remain independent and shall not be appointed as the OEM, technology licensor, EPC Consultant, or implementing entity for the Project under this appointment.
- The Consultant to ensure that all technical designs are signed off by an ECSA Professionally registered Engineer.

2.1.8.4 Key Expertise Required

At minimum, the key staff should compromise of the following:

- a) Transaction / Commercial Lead
- b) Financial Modelling and Project Finance Lead
- c) PV Manufacturing Technical Lead
- d) Site and Infrastructure Assessment Lead
- e) Legal / Regulatory / Contracting Specialist
- f) Localisation and Industrial Development Specialist
- g) Supply Chain and Market Specialist
- h) Mineral Beneficiation / Industrial Processing Specialist
- i) Environmental / Social / Permitting Specialist
- j) Strategic Partnership / JV Structuring Specialist
- k) Skills Development and Economic Development Specialist
- l) Relevant professionally registered (ECSA) engineering leads

The actual number, expertise, and level of effort (expert-months) offered by the Consultant shall be based on the methodology and approach provided in the technical proposal of the consultant during preparation of the technical proposals offered.

- The Consultant shall submit CVs and Statements of Exclusivity and Availability for the key experts. Key Experts' CVs should clearly indicate the start date and the end date (month and year) of each assignment. Each assignment in the CV should be numbered, and the same number should be written on the respective signed supporting document.
- Any qualifications, skills and experience stated in the respective CV of an expert must be substantiated by supporting documents (with accurate translation into English if required) such as copies of degrees or diplomas, professional registration and employers' certificates and marked with appropriate reference number.
- The Consultant shall submit CVs for experts other than the key experts in the tender and the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. All experts must be independent and free from conflicts of interest in the responsibilities they take. The Consultant shall allow for the number of expert months each expert is likely to be used in Table 1 below. The actual duration will be agreed between the Client and Consultant
- The Consultant shall submit resumes of each support staff member of the site engineering team to Eskom for approval with the response to RFP and any change from the original team shall be done on like-for-like basis and after approval from Eskom. In case Eskom feels Consultant team needs to be strengthened based on activity at site, Consultant shall depute all such additional manpower to site after discussion with Eskom. The Support staff shall be guided by a designated Key Expert.

2.1.8.5 Personnel and Data to Be Provided By Client

a) Data

- All relevant supporting documentation that the Client has referenced in this contract will be made available to the Consultant when the contract commences, or during contract negotiations as required by the Consultant.
- Any additional cost resulting from Compliance with new procedures (not stated below) issued by the Client will be compensated.

2.1.8.6 Client's Policies and Procedures

The Consultant complies with the procedures furnished below and new procedures issued by the Client throughout the execution of the Services:

- Health and Safety Specifications - 32-757
- The Eskom Code of Ethics - Standard 32-527
- COVID-19 related Standard & Guidelines - 240-155326818
- COVID Health and Safety - Government Regulation No 11128
- Generation Project Life Cycle Model - 240-82737649
- Project Engineering Change Management Procedure - 240-53114002
- Design Review Procedure - 240-53113685
- Contract Quality Requirements - QM 58

2.1.8.7 Personnel

- Eskom shall appoint a Project Team responsible for determining project scope and end state following completion of works. The Team shall have an Engineering Design Work Lead (EDWL) to take full responsibility for managing the Consultant's work and for ensuring delivery on the project. A Project Engineering Manager shall serve as Project Manager and to establish a Project Team to engage regularly with the Consultant for efficiently completing the various delivery items.

- The project team will meet at least monthly, and the Consultant will report progress at these meetings, as instructed by the Project Engineering Manager. The Project Engineering Manager will confirm that the Consultant has satisfactorily completed each deliverable before invoices can be submitted to Eskom for payment.

2.2 FEASIBILITY STUDY AND CONCEPTUAL ENGINEERING DESIGN PHASE ACTIVITIES

2.3 Market and Technical Analysis

- The Consultant conduct a comprehensive assessment of global, regional, and South African PV market trends, including supply/demand dynamics, pricing trends, product positioning, and demand forecasts.
- Quantify the domestic and export market size, segmentation, and customer demand for PV modules and components.
- Provide a detailed competitor benchmarking analysis, identifying main market players, technology, cost positions, and product roadmaps.
- Evaluate and compare all relevant PV manufacturing technologies (including, but not limited to, PERC, TOPCon, HJT, and next-generation technologies), with recommendations based on cost, scalability, efficiency, and bankability. Recommend the optimal products and pricing structures to ensure market competitiveness.
- Assess the availability, security, and sustainability of raw material supplies and all critical supply chain elements.
- Map logistics, transport corridors, and import/export regulatory barriers for materials and finished products.

2.4 Site Selection and Infrastructure Assessment

- The Consultant assesses Camden Power Station as the main reference site for the Project.
- Conduct a detailed feasibility assessment of Camden in respect of land availability, infrastructure, utilities, electrical infrastructure, water availability, logistics access, brownfield re-use potential, permitting constraints, workforce availability, implementation readiness, scalability, and overall suitability.
- Perform an independent comparative assessment of alternative Eskom sites and recommend the most optimum Eskom site for the facility.
- Prepare a site selection methodology, shortlist, weighted evaluation matrix, comparative assessment, sensitivity analysis, and final preferred site recommendation.
- Clearly indicate whether Camden should remain the preferred site, be retained as a fallback site, or be classified as non-preferred, together with the implications thereof.

2.5 Intellectual Property (IP) Management and Licensing

The Consultant shall for the PV Manufacturing Facility:

- Provide a clear and detailed statement of ownership and status of all relevant PV manufacturing intellectual property proposed for use in the facility, including background and anticipated foreground IP.
- Assess applicable IP licensing and technology transfer models, including exclusive license, non-exclusive license, sole license, and assignment.
- For each model, assess benefits, risks, competition implications, foreground and background IP ownership, commercial implications, legal considerations, and strategic partnership implications.
- Recommend a preferred IP and technology transfer structure for Eskom, including the implications for funding, equity, and long-term control.
- Present proposed legal and contractual frameworks for IP protection, licensing, and technology transfer.

2.6 Financial Feasibility and Cost-Benefit Analysis

- The Consultant develops a modular, scenario-based financial model in Excel covering the solar PV manufacturing value chain on both a stand-alone stream basis and an integrated full value chain basis. Each major stream shall be assessed individually and then as part of the fully integrated case.
- At minimum, assess mineral input / beneficiation, MG-Si, polysilicon, ingot, wafer, cell, module, and key component opportunities.
- Provide CAPEX and OPEX breakdowns per production stage, with labour, utility, logistics, environmental, and compliance cost components.
- Model facility scalability, phased rollout, and technology sensitivity cases.
- Deliver investment appraisals including IRR, NPV, EBITDA, payback, break-even, ROI, and full sensitivity analyses.
- Recommend product and pricing structures to ensure competitiveness.
- Propose a go-to-market strategy including sales channels, partnerships, and distribution logic.
- Assess domestic demand, export opportunities, incentives, local content rules, taxes, and relevant policy frameworks.
- Identify and structure investment requirements, funding options, and incentive gaps.
- Undertake valuation of Eskom-contributed assets where relevant to any potential JV or structured partnership case.

2.7 Regulatory and Compliance Analysis

- The Consultant review and summaries South African and relevant SADC regulatory requirements affecting PV manufacturing, beneficiation, industrial production, permitting, licensing, environmental compliance, social compliance, trade, and industrial incentives.
- Provide an initial overview of environmental and social requirements for the selected site(s).
- Identify and map applicable incentives and policy instruments, including REIPPPP-linked localisation drivers, JET-linked frameworks, SEZ benefits where relevant, and other industrial support measures.
- Recommend policy, regulatory, or structuring interventions necessary to improve feasibility, competitiveness, and bankability.

2.8 Full PV Value Chain, Mineral Beneficiation and Localisation Potential

The Consultant undertakes a comprehensive assessment of the full solar PV manufacturing value chain and advise Eskom on the most appropriate and strategic point of entry. For each segment of the value chain, the Consultant shall evaluate capital requirements, technology maturity, complexity, market competitiveness, localisation potential, industrial development potential, and opportunities for value creation within the South African context.

The assessment shall include, at minimum:

Upstream

- Extraction, beneficiation, and refining of raw materials relevant to PV manufacturing, including quartz / silica for silicon, aluminum, silver, copper, glass inputs, and other relevant materials.
- Assessment of mineral resource availability, beneficiation routes, industrial processing requirements, and logistics.

Midstream

- Production of metallurgical-grade silicon and solar-grade materials, including polysilicon.
- Ingot casting and wafer manufacturing.
- Solar cell manufacturing.
- Manufacturing key PV components such as glass, encapsulants, backsheets, frames, junction boxes, and related items.

Downstream

- Module assembly using locally manufactured or imported cells.

- Integration into utility-scale, commercial, and residential applications.
- Sales, distribution, installation, and after-sales support.

End-of-Life and Production Waste Management

The Transactional advisor to establish what impact the Extended Producer Scheme (EPR) would have on the PV manufacturing plant for Eskom. Identify Reuse, repowering, recycling, and circularity opportunities for PV modules and materials.

Mineral Beneficiation and Localisation Potential

The Consultant also:

- Assess South Africa's readiness for mineral beneficiation relevant to the PV value chain.
- Undertake a local industry development and mineral beneficiation techno-economic study covering existing and potential suppliers, industrial participants, supply-chain gaps, and industrial clustering opportunities.
- Map and analyse the local and regional supply chain.
- Identify localisation and industrial cluster opportunities, including risks associated with import dependence.
- Develop a supplier engagement and development plan.
- Recommend the most appropriate entry point and phased localisation pathway for Eskom.

2.9 Workforce and Skills Development

- The Consultant forecast direct and indirect employment, by skill level and function, for each stage of the value chain.
- Conduct a skills gap analysis and provide a training / capacity-building framework.
- Recommend partnerships with TVET colleges, Universities of Technology, academic institutions, and industry bodies.
- Propose apprenticeship, internship, learnership, and knowledge-transfer frameworks.
- Quantify the budgetary implications of the proposed skills strategy and integrate them into the financial model.
- Support knowledge transfer and capacity building for Eskom teams during the study.

2.10 Strategic Localisation, Partnerships and Commercial Structuring

The Consultant :

- Map all relevant stakeholders (public, private, academic, and community).
- Identify and assess technology, R&D, industrial, operating, investor, and strategic partnership opportunities.
- Develop and compare multiple partnership models, including non-JV, JV, strategic OEM partnership, tolling, contract manufacturing, SPV, and hybrid public-private models.
- Identify potential players and recommend potential future optimum partners and partner configurations for Eskom.
- Develop ownership, partnership, funding, and commercial structuring options, including options for OEM participation, local manufacturer participation, technology licensing, strategic partnerships, and equity participation pathways.
- Undertake valuation of Eskom-contributed assets relevant to any possible JV or structured partnership and explain how that value could be used in contribution mechanics, equity structuring, or negotiations.

2.11 Risk Assessment and Management

The Consultant:

- Identify and document all risks related but not limited to; technical, financial, commercial, regulatory, environmental, and social risks.
- Undertake a comprehensive risk analysis (qualitative and quantitative), with a risk register and mitigation plans.
- Develop explicit and actionable risk mitigation strategies.

2.12 Conceptual design and engineering

The Consultant:

- Provide a complete conceptual design for a vertically integrated PV manufacturing facility (quartz to module), including layout, PFDs, mass and energy balances, and architectural plans.
- Provide preliminary design (Concept Level) for each site in the campaign including identification of necessary specialised studies, deemed fatal flaws and constraints as well as recommendations regarding modifications to design baselines and recommendations for additional scope. The objective of the preliminary design is to verify and validate the technology choice for the site, develop and define requirements and reduce the project risk on the site prior procurement and implementation. The preliminary design must therefore baseline for the preferred site.
- Quantify all utility requirements (electricity, water, gas, HVAC), propose grid/back-up solutions, and outline major equipment and bill of materials.
- Recommend optimal facility scale, product types, and business models.
- Recommend energy consumption off set via the use of renewable energy (i.e., on-site PV plant).

2.13 Works Information for EPC Contractor Appointment

The TA shall prepare the Works Information and associated technical, functional, interface, and performance requirements necessary for Eskom's future EPC contractor appointment, on a procurement-neutral and implementation-ready basis.

2.14 Business Case

The TA shall prepare a Business Case / Investment Case that consolidates the outcomes of all workstreams into a clear, decision-grade recommendation.

The Business Case / Investment Case shall include:

- Strategic rationale and alignment
- Market case
- Technical case
- Site case
- Value-chain / beneficiation / local-industry-development case
- Commercial and partnership case
- Financial and funding case
- Regulatory and legal case
- Socio-economic and localisation case
- Risk case
- Implementation roadmap
- Procurement and transaction strategy

- Final recommendation on whether Eskom should proceed, under what conditions, with which site, with which value-chain entry point, and under which commercial structure.

2.15 EPC Phase Consultation/Advisory Role

The TA structure its work and outputs so that Eskom may, if it so elects and subject to applicable procurement and contracting arrangements, use the TA during the future EPC phase of the Project on a consultation / advisory basis.

Such advisory support may include:

- Support during EPC packaging and negotiation.
- Consistency checks against the approved business case.
- Review of changes affecting cost, schedule, scope, or commercial assumption.
- Support on bid clarification and evaluation.
- Interface support between transaction structuring and implementation.
- Support on transition from feasibility into implementation.

2.16 TA DOCUMENT DELIVERABLES

The TA provide, at minimum, the following document deliverables:

2.16.1 Project Planning and Governance Deliverables

- Inception Report
- Detailed Work Plan and Programme
- Stakeholder Engagement Plan
- Monthly Progress Reports
- Risk Register and Risk Management Plan
- Issue, Action, and Decision Logs

2.17 Feasibility and Technical Deliverables

- Market Assessment and Demand Forecast Report
- Competitive Landscape and Benchmarking Report
- Technical Feasibility and Technology Selection Report
- Raw Material and Supply Chain Assessment
- Camden Reference Site Assessment Report
- Independent Eskom Site Selection Report
- Utility Demand and Infrastructure Gap Assessment Report
- Conceptual Design Report
- Process Flow Diagrams and Concept Layouts
- Utility Demand and Infrastructure Requirements Report
- Bill of Materials and Equipment List

2.18 Value Chain, Beneficiation, and Industrial Development Deliverables

- Full PV Value Chain Techno-Economic Study Report
- Mineral Beneficiation Techno-Economic Study Report
- Local Industry Development Techno-Economic Study Report
- Supply Chain and Localisation Potential Report

- Supplier Development and Cluster Strategy

2.19 Commercial, Legal, and Structuring Deliverables

- IP Ownership and Licensing Assessment Report
- Technology Transfer and Licensing Options Report
- Stakeholder Engagement and Communications Plan
- Partnership Models and Commercial Structuring Options Report
- Strategic Partnerships and Localisation Report
- Eskom Asset Valuation Report
- Regulatory Compliance Matrix and Roadmap
- Environmental and Social Scoping Report
- Policy Incentives and Compliance Report

2.20 Financial and Investment Deliverables

- Modular Financial Feasibility and Economic Model
- Stream-by-Stream Financial Viability Assessment
- Integrated Value Chain Financial Feasibility Report
- Investment Appraisal and Sensitivity Analysis Report
- Funding and Capital Structure Options Report
- Eskom Asset Valuation Report

2.21 Human Capital Deliverables

- Workforce and Skills Development Report
- Knowledge Transfer and Capacity Building Plan

2.22 Business Case and Pre-Procurement Deliverables

- Business Case / Investment Case Report
- Executive Approval Support Pack
- Implementation Roadmap and Decision-Gate Plan
- Procurement and Transaction Strategy Report
- Pre-Procurement Documentation Inputs
- EPC / EPCM Advisory Readiness Memorandum
- EPC-Phase Consultation / Advisory Transition Memorandum
- Division of Responsibilities and Interface Schedule for EPC Procurement
- Technical and Functional Requirements Package for EPC Tendering
- Development of Bid Technical Evaluations

2.23 Final Deliverables

- Final Consolidated Feasibility Study Report
- Final Consolidated Recommendations Report

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

3.1 Management meetings

- a) The Consultant and the Employer will review the Deliverables in meetings organized and scheduled by the Employer.
- b) The Consultants ensure that all follow-up actions are carried out within the time stipulated.
- c) The Employer may, in addition to the scheduled review meetings indicated, request additional reviews.
- d) The Employer may involve independent third parties in any of the review meetings.
- e) The requesting manager will assess the performance of their resources based on the duration of the assignment.

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

- a) Regular meetings are held between the *Employer* and *Consultants* to review progress according to the Accepted Programme and to discuss early warnings.
- b) The frequency and venue of progress meetings are agreed upon by the *Consultants* and the *Employer*.
- c) A schedule for progress meetings is agreed upon between the *Consultants* and the *Employer*.
- d) Minutes of these meetings are maintained by the *Employer*.
- e) NB: Communication mandated by the contract follows the Conditions of the Contract.
- f) Regular meetings of a general nature may be convened and chaired by the *Employer* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress	Bi- weekly	Eskom	<i>The Employer and Consultant</i>

and feedback to Steering Committee			representatives and any other members as specified in terms of reference.
Overall task order progress and feedback to applicable business unit, to be managed within contractual and process limitations	Monthly	Eskom	Eskom Service Manager and <i>Consultant</i> representatives
Overall task order progress and feedback to applicable business unit, to be managed within contractual and process limitations	Weekly or as and when required	Eskom	Eskom Service Manager and <i>Consultant</i> representatives

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings and this is to be managed within contractual and process limitations.

The 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* 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.

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

An organogram from the *Consultant* showing key persons and their lines of authority / communication shall be submitted to the *Employer* within 2 (two) weeks of the Contract Date. The *Consultant* shall be required to notify the *Employer* of the contact details, leave and alternative where applicable in respect of each key person. Any changes

in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impacts on the *Consultant's* ability to deliver the services

3.3 Provision of bonds and guarantees

Not Applicable

3.4 Documentation control and retention

3.4.1 Identification and communication

All contractual communication will be in the form properly compiled letter, forms attached to emails and as a message in the email itself. All letters must have company overhead. The phone call communication is allowed in case of emergency; however, it must be followed by written communication. Correspondence on a day-to-day basis may be directed to other parties within the Employer's organisation but care must be taken not to violate contract conditions and other provision in terms of the contract.

3.4.2 Retention of documents

The consultant retains all documents for Five (5) years after the completion of the services

3.5 Records and forecasting of expenses

The Consultant shall submit forecast of time charges for each assessment period and maintain records thereof. Clear records of hours worked or timesheets in respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration, and times, associated expenses incurred, and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom services were delivered. The Requesting Manager shall review all time sheets during assessment, and the Consultant shall obtain signed timesheets and assessment documentation from Requesting Manager and submit the assessment package to the *Employer's Agent* for processing. The Consultant shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.

3.6 Invoicing and payment

The invoice is accompanied by relevant supporting documents and calculations supporting the amount invoiced.

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

- Name and address of the Consultants and the *Employer*.
- The contract number and title.
- Consultant's VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Date of the invoice
- Task Order number.
- Description of the services and quantities

- Period invoiced
- Name of the employee and project/site
- Purchase Order number

3.7 Contract change management

The contractor use standard NEC PSC forms for this contract.

3.8 Inclusions in the programme

As per accepted programme

3.9 Quality management

3.9.1 System requirements

3.9.2 Information in the quality plan

The Consultant provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

3.10 The Parties use of material provided by the *Consultant*

3.10.1 *Employer's purpose for the material*

All rights to material belong to Employer for purposes stated in the Scope.

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

The consultant does not use any of the material developed in this contract for use for other work

3.10.3 *Transfer of rights if Option X 9 applies*

The Employer owns the Consultant's rights over material prepared for this contract by the Consultants. The Consultant provides to the Employer the documents which transfer these rights to the Employer

3.11 Management of work done by Task Order

Refer to Addendum B for the format of a Task Order which shall be used by the Employer as the means of instructing the Consultant to deliver services. No work shall be carried out without a signed Task Order

issued by the Employer and a subsequent approved and fully signed budget estimate and a purchase order for each service request.

The Task Order shall specify the scope of services, deliverables, starting and completion dates and the cost allocation. The Consultant shall deliver services within the constraints stipulated on the Task Order and engage the Employer as soon as the Consultant becomes aware of any risk in this regard. Any work carried out outside the parameters stipulated on the Task Order, including cost, shall be for the Consultant's account notwithstanding delivery and acceptance of services that may be made by the Employer or people in the Employer's organisation.

All Expenses shall be paid for by the Consultant and reimbursed at cost after assessment. The Consultant shall include itemised estimated expenses in all proposals in response to Requests for Proposals issued by the Employer. Forecasts of estimated Expenses shall be submitted to the Employer's Requesting Manager for acceptance at the Assessment meeting. Expenses that are incurred without the Employer's prior acceptance in writing shall not be reimbursed by the Employer.

The Consultant shall handover to the Requesting Manager all the documents for the services rendered and a Requesting Manager shall sign a transmittal form as a proof of acceptance of all the documents handed over to them.

3.12 Health and safety

The Consultant shall always comply with the health and safety requirements prescribed by law and the Employer as they apply to the services. Failure to comply shall result in the Employer suspending the execution of services and removing the Consultant from site until compliance is achieved. The Employer may cancel a Task Order and/or terminate the contract depending on the situation and risks to people, plant and equipment, reputation, and the Employer's business of electricity supply.

The Consultant shall comply with the health and safety requirements contained on the Task Order. The relevant Site / Project Manager shall require the Consultant to attend SHE Induction training provided by the Employer. It is essential that the Consultant is conversant with Eskom safety procedures training prior to commencing any work on site.

If the Consultant may be required to work on Eskom premises, where health and safety requirements additional to those prescribed by law apply, refer to Section 2.2 of this document for applicable SHEQ policies and procedures.

The Consultant shall ensure that the employees are registered on a medical surveillance programme and are in possession of a valid medical fitness certificate, completed in South Africa. The certificate of fitness should be relevant to the type of work (risk based) that the employee will be exposed to. This will require

each employee to have a risk-based person job specification that will be used as a basis for medical examination.

The Consultant must ensure that their resources (employees) have undergone pre-entry medical examination before starting work on site, no employee will access site without a valid medical fitness certificate. During the progress of the contract, the resources shall undergo the periodic medical examination over a period recommended based on the exposure. Upon completion or as and when employees' leave the project, an exit medical examination must be done for all employees involved in the project.

3.13 Procurement

3.13.1 BBBEE and preferencing scheme

Subcontracting, in this instance, will be treated as a condition for contract award. A Consultant awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the Consultant concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Note: The above stated will be applicable at task order level in instances where there is a task order that exceeds R30 million rands where feasible.

•Section 2: Other SDL&I Objectives in line with RDP Goals

1. **BBBEE requirements:** All tenderers must at a minimum maintain their B-BBEE status throughout the contract period.
2. **Tenderers** are required to propose against the following training initiatives

Category	Eskom Target	Tenderers Proposal

Section 3: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; **or** failure to meet the SDL&I obligations in a contract.

Section 4: Reporting and Monitoring

- The Consultants shall submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above on a monthly basis.
- Eskom shall review the SDL&I reports submitted by the Consultants within 60 (sixty) days of receipt of the reports and notify the Consultants in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the Consultants have not met their SDL&I obligations, the Consultants shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the Consultants and returned to SDL&I representative for acceptance 28 days after contract award.

Section 5: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year end to be stipulated by **day/month/year**).
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering Consultant status must be indicated. For QSEs, the deponent must select the basis for the empowering Consultant status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

3.13.2 Other constraints

Not Applicable

3.13.3 Preferred subconsultants

None

3.13.4 Subcontract documentation, and assessment of subcontract tenders

None

3.13.5 Limitations on subcontracting

None

3.13.6 Attendance on Subconsultants

None

3.14 Working on the *Employer's* property

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

The Employer's sites are classified as National Key Points and access is controlled and regulated by law. Sites such as Koeberg Nuclear Power Station have very strict entrance requirements and allowances for security clearance checks and processes of about two hours need to be made by Consultants requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required, if necessary, for the provision of Services. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the Employer's premises. All persons entering or leaving the Employer's premises may be subjected to physical security checks including alcohol tests.

In addition to the above there may be other restrictions applicable on sites and Consultants shall always be required to comply. Temporary Access Permits may be arranged for a limited number of the Consultant's Key Persons who require frequent access to the Employer's premises for purposes of delivering the Services which may include the attendance of regular meetings.

3.14.2 People restrictions, hours of work, conduct and records

The Consultant keeps records of his people working on the *Employer's* property, including those of his SubConsultants. The *Employer* shall have access to these records at any time. These records may be required by the *Employer* at any given time.

3.15 Things provided by the *Employer*

The contractor performs the feasibility studies as per the scope of this contract

3.16 Cataloguing requirements by the *Consultant*

N/A

4. List of drawings

4.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
None		