



NEC3 Professional Services Contract (PSC3)

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

and

(Reg No.)

for

Provision of Resources for Medupi Project Management Services, Construction Management; Construction Support Services; Project Controls, Employers Representative Department, Documentation Management, Facilities Department, Internal and External Stability (PERM office), Communication, Contracts Management, Planning Department, Risk and Assurance.

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CONTRACT No.

Enquiry No. LPPS0031GCD

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
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C1.1 Form of Offer & Acceptance

OFFER

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

PROJECT MANAGEMENT SERVICES FOR MEDUPI POWER STATION PROJECT

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	(Not Applicable – Cost reimbursable)"
Value Added Tax @ 15% is	(Not Applicable – Cost reimbursable)"
The offered total of the Prices inclusive of VAT is	(Not Applicable – Cost reimbursable)"
(In words) (Not Applicable – Cost reimbursable)"	

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer Eskom Holdings SOC Ltd
Medupi Power Station Project
Lephalale
Steenbokpan Road

Name & signature of witness _____ Date _____

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

Signature _____

Name _____

Capacity _____

On behalf of _____

Name & signature of witness _____

Date _____

For the Employer

Eskom Holdings SOC Ltd
Medupi Power Station Project
Lephalale
Steenbokpan Road

C1.2 PSC3 Contract Data

A. 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	G: Term contract W1: Dispute resolution procedure
		X1: Contract Price Adjustment X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer X20: Key Performance Indicators Z: Additional conditions of contract
	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 8006795
	Fax No.	086 665 6402
11.2(9)	The services are	Medupi Project Management Services

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

11.2(10) The following matters will be included in the Risk Register	Appointed resources who meet the minimum requirements and might have gaps in their work. Appointed resources failing to meet monthly KPI's.
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11.2(11) The Scope is in	Part 3: Scope of Work
12.2 The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1 The <i>language of this contract</i> is	English
13. The <i>period for reply</i> is	Three (3) days unless agreed otherwise

2 The Parties' main responsibilities			
25.2 The <i>Employer</i> provides access to the following persons, places and things	access to		access date

1	Information, systems, and people relevant to the provision of services	14 March 2024 [14 days from starting date of the respective Task Order]
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3 Time		
31.2 The <i>starting date</i> is.	01 March 2024	
11.2(3) The <i>completion date</i> for the whole of the services is.	30 June 2026	Notwithstanding the above, each Task Order will have a specific Starting and Completion Date
31.1 The <i>Consultant</i> is to submit a first programme for acceptance within		One (1) week of the Contract Date

4 Quality		
40.2 The quality policy statement and quality plan are provided within		Two (2) weeks of the Contract Date.
42.2 The <i>defects date</i> is		N/A

5 Payment		
50.1 The <i>assessment interval</i> is		between the 25th day of each successive month.
50.3 The <i>expenses</i> stated by the <i>Employer</i> are		Refer to Expenses in section C2.2
51.1 The period within which payments are made is		60 Calendar days after receipt of a valid tax invoice
51.2 The <i>currency of this contract</i> is the		South African Rand

51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on 365-day year) charged by from time to time by the Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,
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	
81.1	The amounts of insurance and periods for which the <i>Consultant</i> maintains insurance are	
Event	Cover	Period following Completion of the whole services or earlier termination
Liability for failure by the <i>Consultant</i> to use skill and care normally used by professionals providing services similar to the services	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without any limit to the number of claims	See notes to <i>Consultants</i> in Annexure A
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with a <i>Consultant</i> 's providing services	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without any limit to the number of claims	See notes to <i>Consultants</i> in Annexure A
Death of or bodily injuries to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and the <i>Consultants</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000 (five hundred thousand) in respect of each claim, without limit to the number to claims	As the <i>Consultant</i> deems necessary

81.1	The Employer provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i>
82.1	The <i>Consultant</i> 's total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
	The <i>Consultant</i> provides the additional insurance. 1. Insurance against	Whatever the <i>Consultant</i> deems necessary including cover provided for payment of deductibles
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>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	Four (4) weeks.
50.4	The <i>exchange rates</i> are those published in	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	<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 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

X1.1	The base date for indices is	<p>October 2023 and the contract rates adjustment will be effective after 12 months from the contract start date.</p> <p>Proposed indices:</p> <p>15% fixed 80% SEIFSA Table C3/Labour 5% SEIFSA Table D3/Disbursement (accommodation, transportation, PPE, Medicals)</p>
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X2 Changes in the law

X2.1	The law of the project is	Law of the Republic of South Africa.
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X7	Delay damages	N/A
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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.
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X10 The Employer's Agent

X10.1	The Employer's Agent is	
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Name:

Address

Medupi Power Station Lephalale

The authority of the Employer's Agent is

All actions by the Employer stated in this contract

X11	Termination by the Employer	The Employer has a right to terminate as a result for various reasons with notice.
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X18 Limitation of liability

X18.1	The Consultant's liability to the Employer for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
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X18.2	For any one event, the consultant liability to the Employer for loss of or damage to the Employer's property is limited to:	The amount of the deductibles relevant to the event described in the Employers Annual Construction All Risk Insurance Policy (Format A)
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X18.3	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices other than for the additional excluded matters. The Consultant's total liability for the additional excluded matters is limited to the value per task order. The additional excluded matters are amounts for which the Contractor is liable under this contract for <ul style="list-style-type: none">• loss of or damage to property (other than the Employer's property, Plant and Materials),• death of or injury to a person and• Infringement of an intellectual property right.
X18.4	The <i>end of liability date</i> is	12 months after Completion of the whole of the services/task order.
X20	Key Performance Indicators	KPI's targets will be set and agreed within 30 days from the starting of the contract and might always be amended to cater any delays or changes on scope targets.
X20.1	A report of performance against each Key Performance Indicator is provided at intervals of	One (1) Month subject to a review with each head of department or Service manager
Z	The Additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Provision of a Tax Invoice. Add to core clause 51

Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 Employer's limitation of liability

Z8.1 The *Employer*'s liability to the *Consultant* for the *Consultant*'s indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X7 Delay damages (N/A)

Z10.1 If the *Consultant*'s payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant*'s obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

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

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

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

Committing Party means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

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

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, 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 procurement of this contract or in execution thereof.

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

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

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 *Consultant* 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 *Consultant* 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>Consultant</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 services	The cover value to be determined in consultation with risk and legal in case Consultant fail to provide services	Commercial and business to determine in case of failure to provide services

<p>Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>	<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> The amount required by the applicable law.</p>	<p>Commercial and business to determine</p>
<p>Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The amount required by the applicable law</p>	<p>Commercial and business to determine</p>

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 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The Contractor complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the Contractor's SD&L Compliance Schedule.

Local Content and Production

This works/service is a non-designated sector and therefore no local production threshold is applicable to qualify for further evaluation. Tenderers will also be encouraged to utilise local and local to site resources.

BBBEE and Preferencing Scheme

The Contractor is expected to maintain or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the Contractor would be expected to rectify that within 6-months of being made aware of negative change.

The Contractor is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the Employer.

1. Retention

- a) Eskom shall be permitted to retain 0.25% of the invoices (excluding VAT) as security for the fulfilment by the tenderers of their SD&L obligations.
- b) Once Eskom has verified that tenderers have fulfilled their SD & L obligations, the 0.25% retained shall be approved for reimbursement by Eskom to suppliers within 90 (ninety) days of verification by Eskom.

2. Reporting

- c) The winning Bidder shall complete and submit the SDL&I Implementation Schedule 28 days after contract award,
- d) This SDL&I Implementation Schedule will be used as a reference document for monitoring, measuring, and reporting on the Contractor's progress in delivering on their stated SDL&I commitments,
- e) The Contractor shall, on a quarterly basis, submit a report to Eskom in accordance with Quarterly Reporting Template on their compliance with the SDL&I obligations described above,
- f) Eskom shall review the SDL&I reports submitted by the Contractor within thirty (30) days of receipt of the reports and notify the supplier on its performance progress,
- g) Upon notification by Eskom that the supplier is not meeting its SDL&I obligations, the Contractor shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report.

Every contract shall be accompanied by the SD&L implementation schedule which must be completed by the tenderers and returned to SD&L representative for acceptance before contract award. This will be used as a reference document for monitoring, measuring, and reporting on the tenderer's progress in delivering on their stated SD&L commitments.

C1.2 Contract Data

Part two - Data provided by the Consultant

Preferably key resources such as: Site manager, HR manager, IT technician, IR Advisor etc.

Clause	Statement	Data	
10.1	<p>The <i>Consultant</i> is (Name): Address Tel No. Fax No.</p>		
22.1	<p>The <i>key people</i> are:</p> <p>1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:</p>		
Only if required			
11.2(3)	The <i>completion date</i> for the whole of the services is	30 June 2026	
11.2(13)	The <i>staff rates</i> are:	name/designation	As per price list document in part 2 C2.2
11.2(19)	The tendered total of the prices is	Rates Based	

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Office space and working facilities	01 March 2024
		2 Existing Ablution facilities, water, lights, network to access Eskom systems and landline telephone	01 March 2024
		3 Coffee and Tea	
31.1	<i>The consultant is to submit a first programme for acceptance within</i>	One (1) week from the contract start date	
50.3	The expenses stated by the <i>Consultant</i> are	item	As per price list
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	C2.2.	

PART 2: PRICING DATA

PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11.2	(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>Consultant</i> in Providing the Services andother amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.

Any tax which the law requires the *Employer* to pay to the *Consultant* 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. The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

The following definitions shall apply in respect of staff categories:

SENIOR LEVEL – Senior, in respect of a private consulting practice shall mean a partner, professional owner with the highest level of expertise and relevant experience is commensurate with the position, performs work of conceptual nature.

INTERMEDIATE LEVEL – Intermediate, in respect of a private consulting practice shall mean a professional staff with adequate expertise and relevant experience performing work of a *Consultant* with the direct technical responsibility of one or more specific activities related to a project.

JUNIOR LEVEL – Junior, in respect of private consulting practice shall mean all salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories Expert, Senior or Intermediate.

1. The staff rates are:

No.	Designation (or category) or name of staff member	Rate per month per resource excluding VAT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Note: The prices are in Rand, fixed and firm for the duration of the contract.

2. The expenses are:

Covered in the staff rates

3. The task schedules

The following format could be used:

3.1 Time-based services

No.	Items of work to be carried out on a time basis
	Project Management Based Services

3.2 Activity-based services

Not applicable

No.	Items of work priced on a lump sum basis	Price (excluding VAT)

3.3 Task Order Cost Summary

Task orders shall show associated costs for each category and a summary in the following format;

Task Order Summary

Task orders will be issued on regular basis

Item	Description	Amount Excl. VAT
1	Activity Based Services	R
2	Time Based Services	R
	Grand Total	R

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

Medupi Power Station is a coal-fired power plant under construction and is in the Limpopo province of the Republic of South Africa. The plant is designed to consist of six 800-megawatt coal-fired generating units for a total generating capacity of 4,800 megawatts. All six units have reached commercial operation but extensive modification and completion of remaining scope of work is required for the plant to attain its full operating capacity.

The Medupi Construction Project is resourced with Eskom permanent employees, Fixed Term Contractor (FTC) employees and Third-Party Contractor employees. Third party employees accounts for 56% of the total manpower in the project. Currently we have most of the Third-Party contracts coming to an end by 31 December 2023.

The project needs to put in place a service provider that will be cost effective, flexible to mobilise and demobilise services as when required up to the project close-out.

The required project management services represent most of the critical departments responsible for the completion of the project (Construction Management; Construction Support services; Project Controls and Employers Representative Department; Documentation Management; Facilities Department; Internal and External Stability (PERM office); Communication; Contracts Management; Planning Department; Risk and Assurance.)

1.2 Interpretation and terminology

1.2.1 Definitions:

- **Contract Management** – section in the Employer's organisation executing contract administration in support of the Employer's Agent who is accountable as per NEC3

1.2.2 Abbreviations:

Abbreviation	Meaning given to the abbreviation
ECC	Engineering and Construction Contract
FIDIC	International Federation of Consulting Engineers
PSC	Professional Services Contract
IP	Intellectual Property
ISO	International Standards Organisation
HIRA	Hazard Identification and Risk Assessment
OHS	Occupational Health and Safety/Environmental
OHSAS	Occupational Health and Safety Assessment Series
OHS/E	Occupational Health and Safety/Environment
PPE	Personal Protective Equipment
QMS	Quality Management System
SHEQ	Safety, Health, Environmental and Quality

SOC	State Owned Company
TBA	To be advised
TO	Task Order

1.3 Policies, Standards and Procedures

The policies, standards and procedures listed in the following table shall be applicable in addition to requirements from statutes, regulations, and industry best practices.

The Eskom Code of Ethics (Standard 32-527)	32-527
SHEQ Policy	32-727
Eskom Procurement and Supply Management Procedure	32-1034
Eskom Risk management Procedure	32-520
Quality Management System – Requirements	ISO 9000:2015
Occupational Health and Safety Act, Act 85 of 1993	118
Health and Safety Management System Manual	200-38424
Medical Surveillance	32-282
Medupi Project Execution Plan	200-5919
Medupi Project Quality Plan	200-1679
Document Management Work Instruction	348-883808
Quality Management System Audits	200-1682
Corrective Action Request	200-1684
Control of Non-conforming Products	200-15327
Storage & Preservation	200-129834
Medupi Quality Specification	200-1689
Eskom Supplier Quality Management Specification	240-105658000 (QM58)

2 Specification and description of the services

2.1 Project Management Services Scope

This scope of work is for the Medupi project management services for Construction Management; Construction Support services; Project Controls and Employers Representative Department; Documentation Management; Facilities Department; Internal and External Stability (PERM office); Communication; Contracts Management; Planning Department; Risk and Assurance.

The *Consultant* may offer proposals in any of the areas of scope defined below that they were pre-qualified in during the enquiry process.

Position	GRADE	Number of Position	Scope
SNR SUPERVISOR TECH TECHNICAL CONTRACTS	Intermediate	18	<p>To deliver an effective construction site service to ensure that all allocated projects are safely completed within time, cost and quality criteria as stipulated within the contractual agreements.</p> <p>Key Performance Area (KPA)</p> <ol style="list-style-type: none"> Provide supervision to ensure that the construction project management standard services are applied throughout the project life cycle.

			<ol style="list-style-type: none"> 2. Supervise construction project management quality assurance, progress and successful completion against the agreed contractual requirements. 3. Supervise and report on contractors' performance. 4. Supervise and control the human resource requirements of personnel. 5. Comply to all Eskom and site related governance and safety, health, environment, risk, and quality (SHERQ) requirements. 6. Plan and co-ordinate contractor activities for execution during/post outages on Commercial Units and plants to ensure contractors execute finishing works and close defects.
SNR SUPERVISOR COMMISSIONING (MECHANICAL)	Intermediate	2	<p>To execute the commissioning activities in accordance with the commissioning plans to deliver an operable plant.</p> <p>Key Performance Areas (KPA) - To implement the activities detailed in the commissioning plan.</p> <ol style="list-style-type: none"> 1. Prepare and execute the commissioning of plant and participate in the commissioning procedure review process. 2. Provide support in all integration activities with the relevant disciplines for the delivery of the commissioning effort. 3. Provide support in the assessment and treatment of risks of the overall plant during commissioning. 4. Comply to all Eskom site related governance and safety, health, environment, and quality (SHERQ) requirements. 5. Plan and co-ordinate contractor commissioning activities for execution during/post outages on Commercial Units to ensure completion of finishing works.
PROJECT COORDINATOR (NON TECHNICAL)	Intermediate	2	<p>To provide support an effective site contract management service to support the Manager Programme Management to ensure that all medium and low projects are completed within time, cost and quality constraints while optimizing all resources used.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Project Planning 2. Project control on cost, time and quality 3. Project contract management 4. Project Material Supply 5. Project coordination and team management 6. Programme Safety Health Environmental Quality (SHEQ) 7. Project communication and reporting 8. Project commissioning
ASSISTANT PROJECTS OFFICER	Intermediate	3	<p>To provide support in project related activities.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. General Services Contracts Management. 2. Control of Policies/Procedures. Asset Management. 3. Departmental Documentation Management. 4. Archive Management. 5. Co-ordination of Office Maintenance.

MANAGER DOCUMENTS AND RECORDS MANAGEMENT	Senior	1	<p>To provide and manage a complete and effective documentation management function to the project team throughout the project lifecycle ensuring integration with the configuration management function.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Lead and report on the implementation and compliance to documents and records management processes, systems, and tools. 2. Manage and report on the delivery of the documents and records management function throughout the project lifecycle. 3. Define and setup the documents and records management function with regards to infrastructure, system, tools, resources, and methodology. 4. Manage and report on the delivery of project handover documentation to the client. 5. Manage and maintain communication and relationships with all key stakeholders. 6. Manage team performance, development of skills, knowledge and capabilities. 7. Manage compliance with all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements.
OFFICER DOCUMENTS&RECORDS	Intermediate	8	<p>To provide support in the administration of a complete and effective documents and record management function to the project team throughout the project lifecycle.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Control project documents and records throughout their lifecycle within the designated system (e.g. SPO, Hyperwave). 2. Implement and support compliance to documents and records management processes, systems, and tools. 3. Support the delivery of project handover documentation of the client. 4. Liaise and maintain communication and relationships with internal and external stakeholders. 5. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements.
ASSISTANT OFFICER DOCUMENT&RECORDS	Junior	47	<p>To provide support services to the project team in the administration of the documents and records management processes and system throughout the project lifecycle.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Upload and maintain project documents and records within the designated system. 2. Comply to approved documents and records management processes, systems and tools.

			<ol style="list-style-type: none"> 3. Support communication and relationship management with internal and external stakeholders. 4. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements. 5. Support all documentation management systems and lead doc controllers to all projects. Conduct quality control checks with system and projects audits. Administration support in the documentation centre. Liaison with relevant role players to all projects.
OFFICER CONTRACTS ADMINISTRATION	Intermediate	4	<p>To support the contract management services to the project(s) through the effective compilation, evaluation, risk assessment, administration, and dispute of contracts.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Provide contract administration services during the life cycle and contract duration. 2. Advise as contract specialist for and on behalf of project managers and contracts management section. 3. Support contracts managers in contractor communication and performance management of contractors. 4. Participate and support the procurement process, evaluation and advice on procurement and contracting strategies. 5. Provide contract administration support and advice throughout the project, procurement, and contract lifecycle. 6. Communicate safety, health, environment, risk, quality (SHERQ) and technical contractual requirements.
OFFICER QUANTITY SURVEYING	Intermediate	1	<p>To provide an assisted quantity surveying function to the project team in terms of contracts collation, costing, payment certification, evaluation and dispute resolution to meet the contract managed services needs from a central database.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Assist with the provision of quantity surveying standard services throughout the project life cycle. 2. Assist with the measurement of consultants and contractors' performance (quality and cost). 3. Assist with the compiling of cost estimates for capital investment projects. 4. Assist in the preparation of enquiry documentation. 5. Assist with the development and maintenance of a cost database. 6. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements.
	Senior	3	<p>To provide a quantity surveying advisory and support service to the project in terms of contracts collation, costing, payment certification, evaluation and dispute resolution to meet the contract management services needs from a central database.</p>

SENIOR ADVISOR QUANTITY SURVEYING			<p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Perform functions and advice on quantity surveying standard services provided throughout the project lifecycle. 2. Draft cost estimates for capital investment projects. Monitor consultants, contractors, and supplier performance (quantity and cost). 3. Draft, review, measure and control the effectiveness of enquiry documentation. 4. Reconcile and forecast expenditure. Mentor and coach quantity surveying personnel. 5. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ).
MANAGER CONTRACTS (NEC CONTRACTS)	Senior	5	<p>To manage a complete and effective discipline contracts management service across the lifecycle of the project through the collation, costing, evaluation, dispute resolution, administration, and controls of contracts so as to ensure that projects are completed as per contractual agreement.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Deliver contracts management control and administration services. 2. Manage and report on the provision of a contract management services and ensure the validation and maintenance of accurate information in the designated system. 3. Initiate contract management analysis and provide reports. 4. Manage and resolve contract disputes, adjudications, arbitrations, and legal proceedings. 5. Manage contract documentation selection, population, collation, and compilation for approval. 6. Manage and conclude tender evaluation processes, contract clarifications and cost negotiations. 7. Manage team performance, development of skills, knowledge, and capabilities. 8. Manage compliance with all Eskom and site related governance and safety, health environment risk and quality (SHERQ) requirements.
MANAGER CONTRACTS CLAIMS (NEC CONTRACTS- REGISTERED CM)	Senior	1	<p>To provide a commercial advisory and support service to the project in terms of contracts collation, evaluation, and dispute resolution to meet the contract management services needs from a central database. Advise and resolve contract disputes, adjudications, arbitrations, and legal proceedings. Manage compliance with all Eskom and commercial related governance.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Manage, review, and conclude claims and recovery potential related to contracts. 2. Lead the provision of claims management services to the projects

			<ol style="list-style-type: none"> 3. Manage and resolve contracts disputes, adjudications, arbitrations, and legal proceedings 4. Monitor and review the integrated baseline schedule for the identification of early warnings 5. Manage and report on the utilisation of contracts administration systems 6. Manage team performance, transfer of skills, knowledge, and capabilities. 7. Manage compliance with all Eskom and site related governance and safety, health, environment, risk, and quality (SHERQ) requirements.
IR OFFICER	Intermediate	1	<p>To provide a specialist Industrial Relations advisory service by ensuring adherence to Industrial Relations policies, procedures, and agreements and to further ensure productive working relationships between contractor IR officers, Organised Labour, internal and external stakeholders.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Human resource and Industrial action management 2. Participative Management. 3. Dispute resolutions. 4. Consultations and advice. 5. Training and Development. 6. Monitor, audit and reporting.
IR SENIOR ADVISOR	Senior	1	<p>To provide a specialist Industrial Relations advisory service by ensuring adherence to Industrial Relations policies, procedures, and agreements and to further ensure productive working relationships between contractor IR officers, Organised Labour, internal and external stakeholders.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. To provide dispute resolution service. 2. To provide specialist consulting and advisory role on all industrial relations matters. 3. To manage the implementation of the participative structures. 4. To assure that all stakeholders are trained in industrial relations related matters. 5. To monitor industrial relations key performance indicators and ensuring compliance.
OFFICER, COMMUNICATION AND STAKEHOLDER MANAGEMENT	Intermediate	2	<p>To provide a professional communication and stakeholder management service and advisory function to the project in support of business objectives.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Implement communication strategy and develop communication plans 2. Provide corporate identity, brand, and reputation management support 3. Coordinate communication mediums 4. Organise strategic events and visits 5. Support provision of media relations, stakeholder management and communication service 6. Plan, implement and support internal strategic initiatives or campaigns 7. Support roll-out of marketing and advertising initiatives

			8. Contribute and implement communication related procedures
SENIOR SCHEDULER PLANNING AND SCHEDULING	Intermediate	1	<p>To execute the project planning and reporting service to the construction, commissioning, contracts, and project management disciplines in accordance with the works to deliver an operable plant.</p> <p>Key Performance Areas (KPA):</p> <ol style="list-style-type: none"> 1. Provides a planning, scheduling, and reporting function on PRIMAVERA to construction managers, project managers and contracts managers 2. Management and Integration of various contractor schedules into a master schedule for a particular package and manage database 3. Updates and Reports on Plans and Project Progress 4. Provides a Planning and Scheduling function during execution of finishing works, outage, and project close out works 5. Provides Functional Support to Planning Advisor and Manager 6. Correlation between Engineering, Procurement, Contracts, and integration of works on the packages 7. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements
SENIOR PLANNING ADVISOR AND SCHEDULING	Senior	1	<p>To execute the advisory project planning and reporting service to the construction, commissioning, contracts, and project management disciplined in accordance with the works to deliver an operable plant.</p> <p>Key Performance Areas (KPA):</p> <ol style="list-style-type: none"> 1. Provides a planning and scheduling function during pre-procurement and procurement stage of the works to be contracted 2. Provides advisory planning and scheduling function on PRIMAVERA to support to construction managers, project managers and contracts managers 3. Provide a planning and scheduling function to the project throughout all the stages of the package finishing works 4. Perform project execution and progress planning and scheduling 5. Manage the integrated master schedule and database 6. Co-ordinate the updating of plans and reporting on progress 7. Outage Planning advisory support on received contractor schedules on completion outage works, finishing works, Take Over Certificates (TOC) work and project close out 8. Comply to all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements
	Senior	1	To manage strategies to achieve the completion of finishing works and project close out schedules and actions within construction, commissioning, contracts, and project management disciplines in accordance with the works to deliver an operable plant.

MANAGER PLANNING AND SCHEDULING			<p>Key Performance Areas (KPA):</p> <ol style="list-style-type: none"> 1. Manage and oversee the timely and accurate delivery of the project planning and scheduling on PRIMAVERA 2. Manage team performance, development of skills, knowledge, and capabilities 3. Lead and report on the analysis of planning and scheduling data 4. Manage communication and relationships with key stakeholders 5. Provides planning management support for project closeout activities 6. Attending to Dispute Adjudication Board (DAB) meetings offsite when required in dealing with contractor claims 7. Apply effective financial management principles 8. Manage compliance with all Eskom and site related governance and safety, health, environment, risk, and quality (SHERQ) requirements
OFFICER MANAGEMENT	RISK	Intermediate	<p>Generate, collate and report on risks sourced from the Risk Integrated Management System (RIMS) to provide an independent risk view at business unit level to assist senior management with up-to-date risk information within areas of responsibility.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Gather and consolidate risk management information, including updating of risk information system for the purpose of monitoring and reporting. 2. Continuous monitoring of risk data within the designated system and ensure compliance to the risk and resilience management methodology and tools. 3. Provide support for the effective implementation of the risk management plan. 4. Risk awareness and administration.
OFFICER ASSURANCE MANAGEMENT		Intermediate	<p>Develop and manage an effective assurance function for Business Improvement and Performance Management</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Consulting. 2. Auditing. 3. Monitor Assurance Program. 4. Assurance Administration. 5. Overall Project reporting.
SNR ADVISOR INTERGRATED RISK AND ASSURANCE MANAGEMENT (SHEQ, TECHNICAL AND COMPLIANCE)		Senior	<p>To consolidate, analyse and report on project risks and issues to provide advice and an independent view for the project scope.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Direct and coordinate the development of project risk plans. 2. Analyse, consolidate and report on information received from functional teams within the delivery unit to monitor the status of risks and issues. 3. Manage, review and report on the implementation of the Project Risk Management Methodology.

			<ol style="list-style-type: none"> 4. Advice and report on the project risk management system for the project scope. 5. Maintain communication and relationships with key internal and external stakeholders. 6. Build risk capacity within risk management personnel.
SNR CLERK GENERAL ADMINISTRATION	Junior	6	<p>To provide an administrative and secretarial support service to the project and section Manager.</p> <p>Key Performance Areas (KPA)</p> <ol style="list-style-type: none"> 1. Provide an administrative and secretarial support service. 2. Provide a general office administrative function. 3. Provide a one-stop client service. 4. Process data from information systems.

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

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Assessment meetings	Monthly on _____ at TBA	Medupi Power Station	<i>Employer's Requesting Managers, Contract Management and Consultant</i>
Overall contract progress and feedback (Including KPI's review)	Monthly on _____ at TBA	Medupi Power Station or other venue as advised	<i>Employer's Agent, Employer's Requesting Managers, Contract Management and interested parties and Consultant Senior Management</i>

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

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'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 4 (four) 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

The form in which the Parent Company Guarantee required by the conditions of contract is to be provided by the *Consultant* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Consultant* until the guarantee required in terms of this contract has been received and accepted by the person notified to the *Consultant* by the *Employer's Agent* to receive and accept such guarantee. Such withholding of payment due to the *Consultant* does not affect the *Employer's* right to termination stated in this contract.

3.4 Documentation control and retention

3.4.1 Identification and communication

The *Employer's* documentation requirements shall be specified in the Task Order.

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the *Employer* shall be addressed to the *Employer's Agent*.

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 provisions in terms of the contract.

Contractual communications such as notification of Compensation Events or instructions to deliver services which are not directed at/received from the *Employer's Agent* shall not be acknowledged by the *Employer* and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk.

3.4.2 Retention of documents

The *Consultant* retains copies of drawings, specifications, reports, and other documents which record the services in the form stated in the Task Order. The period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

3.5 Records and forecasting of expenses

All expenses are included in monthly rate.

3.6 Records and forecasting of the Time Charge

The *Consultant* shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets 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 the Requesting Manager and submit the assessment package to the *Employer's* Contract Management function for processing.

The *Consultant* shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.

3.7 Invoicing and payment

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

The *Consultant* shall address the tax invoice to **Eskom Holdings SOC Limited** and include on it the following information:

- Name and address of the Consultant and the Employer.
- The contract number and title.
- Consultant's VAT registration number.
- The Employer's VAT registration number 4740101508.
- 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
- Purchase Order number

All tax invoices must be submitted to Eskom Documentation Centre except for invoices for services rendered to the Group Capital Division which must be submitted directly to Group Capital Finance department in Sunninghill.

3.8 Quality management

3.8.1 System requirements

1. The *Consultant* shall demonstrate, provide, and maintain a Quality Management System (QMS) that is ISO 9001:2015 certified or compliant thereto. Compliance with the provisions of this clause in no way relieves the *Consultant* of the final responsibility to furnish acceptable services.
2. The *Consultant* agrees to control and professionally preserve and store appropriate documents, records, and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
3. The *Consultant* agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organization deemed necessary to meet the requirements of the agreement and in order to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
4. The delivered or services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
5. The *Employer* shall have the right to regularly conduct inspections, assessments, audits and surveys and perform surveillance of the *Consultant's* and/or *Sub-Consultant's* facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
6. The *Employer* reserves the right to inspect, at reasonable times, any or all of the services performed at the *Consultant's* or *Sub-Consultant's* premises or elsewhere. Verification by Eskom shall not absolve the *Consultant* of the responsibility to provide acceptable product and/or services, nor shall it preclude subsequent rejection by Eskom.
7. The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the *Employer* shall be remedied by the *Consultant* upon demand by the *Employer* without undue delay and at no extra cost. The *Consultant* shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
8. The *Consultant* shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service, or process performance.
9. Nothing contained in the Contract and/or purchase order and/or scope of work and /or works information shall relieve in any way the *Consultant* from the obligation of Quality control thereof.
10. The *Consultant* guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.

11. The *Consultant* shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the *Consultant* intends to perform the Contract.
12. The *Consultant* shall, on request, prove its organizational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
13. The *Employer* reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any 1 all of them to confirm the Quality evaluation.
14. The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
15. The *Consultant* shall demonstrate experience in comparable projects or specific aspects of the project and 1 or performance in similar projects, on request.
16. The Quality of the services and the contents thereof will always be in accordance with professional standards.
17. For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society.
18. The *Consultant* must, at all relevant times, scrutinize and be aware of Eskom's requirements with specific focus on, *inter alia*, its philosophy, principles, strategies, practices, mission, vision, models, policies, and practices.
19. The *Consultant* shall exercise reasonable professional skill, care, and diligence in the performance of his obligations in terms of this agreement.
20. On awarding of the Contract to the successful *Consultant*, such *Consultant* shall present to the *Employer* an acceptable Quality Control Plan (QCP). The QCP shall comply with the requirements of ISO 10005 and shall include, but not be limited to, the following clauses:
 - 20.1. A description of the type, level and frequency of inspections performed by the *Consultant's* Quality Control monitors. These inspection reports shall be made available to Eskom, on request.
 - 20.2. Quality Control check lists used to conduct inspections which include, as a minimum, checks of equipment, uniform, attendance and/or compliance with sign in/out procedures, knowledge of and adherence to Duty Book requirements, knowledge of and adherence to screening equipment operating procedures, possession of certification and company identification cards, possession of required licenses and permits, current firearms qualifications and overall performance.
 - 20.3. Resumes for all personnel appointed to serve as Quality Control monitors.
 - 20.4. Scope of a Quality Plan, Quality objectives, Management responsibility, control of documents and data, Control of records, resources, Customer communication and Audits.
21. On awarding the contract, the parties will each nominate to the other their Quality representative(s), in writing.
22. The *Consultant* shall use all methods deemed necessary to ensure that the *Consultant's* employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by Eskom Security staff; intrusion tests by undercover Eskom Security staff to evaluate the security guards' actions and surveys of Eskom employees regarding the security guards; professionalism, courtesy and knowledge of their assigned duties.

3.8.2 Information in the quality plan

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

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

3.9.1 *Employer's* purpose for the material

As per Task Order

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

As per Task Order

3.9.3 Transfer of rights

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

3.10 Management of work done by Task Order

Refer to Annexure C 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's Agent*.

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 TO and engage the *Employer* as soon as the *Consultant* becomes aware of any risk in this regard. Any work executed outside the parameters stipulated on the TO, 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 *Consultant's* 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*.

3.11 Health and safety

The *Consultant* shall at all times 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 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 (Annexure D to this Scope). The relevant site 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 commencing any work on site.

3.11.1 Life Saving Rules

In the interest of promoting a safe and healthy working environment, the Eskom Executive Committee has approved the implementation of life saving rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.

The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.

These rules are determined beforehand to enable the organisation to clearly communicate the established Life Saving Rules and how to deal with non-compliance to the workforce prior to the implementation of such rules. Failure by any person or Contractor engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences (including being refused access to site). These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff,

ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

3.11.2 Eskom Life Saving Rules are:

- Rule 1: Open, Isolate, Test, Earth, Bond and/or Insulate before touch (above 1 000 V)
- Rule 2: Hook up at heights
- Rule 3: Buckle up
- Rule 4: Be sober
- Rule 5: Ensure that you have a permit to work

3.12 Procurement

3.12.1 BBBEE and preferencing scheme

Refer to Annexure C – Supplier Development and Localisation

- Certified copy of B-BBEE Certificate issued by a SANAS Accredited Verification Agent; or
- Certified copy of B-BBEE Sworn Affidavit for either EME or QSE.; or
- A copy of B-BBEE Certificate issued by CIPC for EMEs' only.
- Joint Ventures must submit a combined BEE certificate, submitting separate certificates will result in disqualification.

3.12.2 Preferred subconsultants

The *Employer* shall indicate categories of sub-*Consultants* or suppliers the *Consultant* is required to preferentially enter into subcontracts with (Refer to Annexure C – Supplier Development Localisation & Industrialization). The degree of engagement of such suppliers by a *Consultant* shall be factored in the process of allocating work on the panel.

3.12.3 Subcontract documentation, and assessment of subcontract tenders

The *Consultant* shall be required to prepare subcontract documentation using the NEC3 system. Subcontract tenders are to be issued, received, assessed and awarded with the *Employer's* commercial representatives notified in the entire process. The *Employer* reserves the right to accept or reject the appointment of a *Subconsultant* in terms of this contract.

3.12.4 Limitations on subcontracting

The *Consultant* shall not subcontract a portion of the contract in excess of that agreed with the *Employer* and documented before contract award.

3.12.5 Attendance on Subconsultants

A *Subconsultant* remains the responsibility of a *Consultant* for a contract period. The *Employer's Agent* may instruct a *Consultant* to bring its *Subconsultants* to a meeting at any reasonable time.

3.12.6 Supplier Development and Localisation (SD&L) Obligations

Suppliers are obligated to contribute towards five elements of SD&L, namely: B-BBEE, Localisation, Skills Development, Job Creation and Supplier Development and Industrialization for the duration of the contract.

3.12.6.1 B-BBEE

Eskom prefers to do business with companies that are more than 50+1% Black Owned; this includes Black Woman Owned (BWO), Black Youth Owned (BYO), and Black People Living with Disability (BPLwD).

In this category the preference will be given to locally based suppliers that are Black Owned and has a B-BBEE Level of 1 to 4 as per Eskom's preference.

The supplier will be encouraged to maintain or improve on their current levels in the B-BBEE certificate (5 elements) and also improve the black ownership to meet Eskom's preference of doing business with companies that are 50+1% black owned & B-BBEE level 1-4, for future business relationship with Eskom.

3.12.6.2. Subcontracting and Local to site Procurement Expenditure

The Local Content to South Africa will be 100% because Eskom do not expect any skills to be imported for these services and the industry is matured enough to possess all the skills required. It will form part subcontracting, skills development, and supplier development.

Sub-contracting: Supplier is required to sub-contract a minimum of 10% of their task order to other service providers.

The following may be subcontracted to local to site suppliers,

- Transportation
- Medicals
- PPE
- Accommodation

3.12.6.3. Skills Development

Supplier will be obligated to train candidates as follows:

Skills Type	Estimated number of candidates to be trained
Administration/HR/Payroll	4
Learnership for Artisans (Electrical, Mechanical & Civil)	6
Total number of 10 candidates will benefit through this transaction	

The Skills Development will not be linked to the duration of the Task Order; therefore, the supplier will have to ensure that the skills committed are successfully achieved by the end of the contract period. Skills candidates shall be sourced from previously disadvantaged groups in South Africa. The purpose is to provide these candidates with skills and workplace experience in order to increase the opportunity for them to be employable within the industry. The supplier may develop the candidates directly, through their supply network or through the SETA accredited training providers.

Skills development candidates should be currently unemployed graduates from FET Colleges and universities and/or matriculants. The composition of the candidates shall be representative of the population demographics of South Africa. The supplier will be provided with the list of skills on a request as per respective discipline to choose from, this will mean this supplier will train candidate with skill type that is relevant to their area of expertise. In a case where the supplier has already attained their compliant list of skills they will only be provided with the required disciplines as and when required.

Skills development candidates should be from the Lephalale Municipality area.

The monitoring and report will provide implementation schedule and supplier data collection templates to ensure that the above obligations to train candidates are achieved successfully through regular monitoring of Task Order value awarded to suppliers.

3.12.6.4 Job Creation

Suppliers will be encouraged to use the candidates that were trained during previous transaction/contract for future business with Eskom. The supplier shall propose the number of jobs to be created as a direct result of a Task Order. Suppliers must also propose the number of jobs to be retained as a direct result of the Task Order. The proposals shall be recorded on the implementation schedule at Task Order award.

3.13 Working on the *Employer's* property

3.13.1 *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. Medupi Power Station may 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 be required to comply at all times. 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.

The *Consultant* shall be required to make an application to enter site for the duration of the contract. The permit shall only be issued once the *Consultant* and his or her employees have attended the safety induction and has undergone medical checks. The *Consultant* shall have no claim against the Employer in respect of delay at the security main gate.

The speed limit on the site is 40 Km/h. The vehicle permits of any persons contravening any traffic act on site shall be cancelled.

The *Consultant* complies with the Medupi Power Site Regulations, a copy of which is available for perusal at the Employer Agent offices.

Eskom Holding SOC Ltd as an entity is a State-Owned Company which is subjected to regulatory compliance as applicable to Government. Medupi Power Station Project Site is designated as a National Key Point in terms of the National Key Point Act 102 of 1980.

Eskom is required to comply with the requirements of paragraph 5 of the Minimum Information Security Standard (MISS) that seeks to implement a criminal check/ screening process which intends to identify individuals whom might through their actions and/ or behaviour, could pose a risk to the operation of Eskom Holdings SOC Ltd.

The *Consultant* is to ensure that the *Consultant's* employees are screened by means of criminal clearance verifications with the South African Police Service (SAPS) Criminal Record Centre (CRC) or accredited supplier linked to SAPS AFIS system and provide proof to Eskom security delegated team before access to site is granted. The *Consultant's* new applications for site access are required to produce the SAPS Clearance Certificate.

The screening process aims at ensuring a certain level of protection to the workforce, assets and information in accordance with Minimum Information Security Standard (MISS) of 1996, National Key Point Act 102 of 1980, National Strategic Intelligence Act 39 of 1994 and Protection of Critical Infrastructure Protection Act 8 of 2019.

For the purpose of clarity, *Consultants* employees who were previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site.

The *Consultant*'s management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company.

The *Consultant* will implement all such security measures for the safe performance of the work as required in the scope of the contract.

The *Consultant* makes his/her own assessment of and allows in his/her rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Medupi Power Station is declared as National Key Point. Access to site shall be in line with the Medupi Power Station's access procedure. The *Consultant* shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the *Consultant* and his or her employees have attended the safety induction and has undergone medical checks.

The *Consultant* shall have no claim against the Employer in respect of delay at the security main gate.

3.13.2 People restrictions, hours of work, conduct and records

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

3.14 Cooperating with and obtaining acceptance of Others

In areas where Affected Property is to be shared for work by different *Consultants*, affected *Consultants* have to cooperate and manage their agreements. They all have to notify the *Employer*'s Agent where intervention is required.

3.15 Things provided by the *Employer*

The *Employer* shall provide special software and access to systems, training and guidance on requirements specific to the *Employer* that are not common in the industry to enable the *Consultant* to deliver the services as required by the *Employer*.

3.16 Exclusions

The *Consultant* shall provide and use own tools, special equipment, IT hardware and software, PPE, stationery and acquire all necessary licences, permits and authorisations required to perform the services when such requirements are not provided by the employer.

3.17 Cataloguing requirements by the *Consultant*

Procurement Practitioner to advise as applicable.

4 List of drawings

4.1 Drawings issued by the *Employer*

As per Task Order

Drawing number	Revision	Title
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5 Annexures

Annexure A: Insurance Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

Annexure C: Task Order



Physical address line 1,
Line 2
Line 3
Line 4
Tel + 27
Fax + 27
www.

PO Box /Bag number
Post office name
Post code
City
South Africa

To the Consultant	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause 11.2(24) Task Order		

Further to our consultations dated [•] about the content of this Task Order and in terms of clause 11.2(21) and 11.2(24) in Option G of the above contract, I hereby instruct the *Consultant* to carry out the below stated work as a Task within the *services*.

Task Order No.	[•]	services	[•]
[from clause 55]			
Detailed description of the work in the Task:	[•]		
Starting date for the Task	[•]		
Completion Date for the Task	[•]		
Delay damages (if any)	[•]		
Total of Prices for items of work taken from the Task Schedule (details attached)		R.	_____
Total of Prices for items of work not on the Task Schedule (details attached).		R.	_____

Total of the Prices for this Task Order R _____

Yours faithfully,

Signature (*Employer's Agent*) _____ Name _____

Distribution:				