



NEC3 Professional Services Contract (PSC3)

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

**and
(Reg No.)**

**for The provision of Property Valuers for various areas
within the Cape Coastal Cluster on an “as and when”
required basis.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No. [Insert at award stage]

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an "as and when" required basis over a period of 60 months

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an “as and when” required basis over a period of 60 months

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Property Valuers for various areas within the Cluster on an “as and when” required basis over a period of 60 months

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	Rate based Contract
Value Added Tax @ 14% is	Rate based Contract
The offered total of the Prices inclusive of VAT is	Rate based Contract
(in words) Rate based Contract	

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an "as and when" required basis over a period of 60 months

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: The Scope
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

Name &
signature of
witness

Date

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

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an "as and when" required basis over a period of 60 months

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X10 Employer’s Agent
		X11: Termination by the Employer
		X18: Limitation of Liability
		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.	[•]
	Fax No.	[•]
11.2(9)	The <i>services</i> are	The provision of Property Valuers for various areas within the Cluster on an “as and when” required basis over a period of 60 months

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

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11.2(10)	The following matters will be included in the Risk Register	Refer to risk assessment
11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
13.6	The <i>period for retention</i> is	N/A

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 As per Task Order	As per Task Order
		2 [•]	[•]
		3 [•]	[•]

3 Time

31.2	The <i>starting date</i> is.	2 October 2026	
11.2(3)	The <i>completion date</i> for the whole of the services is.	1 October 2031	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One week of Task Order acceptance	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	One week	

4 Quality

40.2	The quality policy statement and quality plan are provided within	As per the Contract Agreement
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.

5 Payment

50.1	The <i>assessment interval</i> is	On completion of Task Order OR once every month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		[•]	[•]
		[•]	[•]

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an "as and when" required basis over a period of 60 months

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

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	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	See Notes to Consultants in Annexure A
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i>.	
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices as per Task Order	
9	Termination	The person or organisation who will choose a replacement adjudicator if the Parties cannot agree a choice is the chairman of the South African division of the NEC Users Group.	
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	One week	
11	Data for Option W1		

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W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the 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	East London, Eastern Cape, 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 index is	The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the rates will be adjusted in accordance with the SEIFSA Table C4 for labour and CPI for miscellaneous items.
X2	Changes in the law	
X2.1	The law of the project is	The Law of South Africa
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.5 % of the Task Order value per day to a max of 10%
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	

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	Name:	[•]
	Address	[•]
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the Employer in this contract.
X11	Termination by the Employer	Reference to be made to the NEC Professional Services Contract 3rd edition, June 2005
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The Additional conditions of contract are	Z1 to Z11 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*.

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- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Consultant* which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if the *Consultant* (or any member of the *Consultant* where the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Consultant* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z5 Confidentiality

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

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Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Provision of a Tax Invoice. Add to core clause 51

Z7.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

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

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

Z10.1 or had a business rescue order granted against it.

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

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

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

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Annexure A: Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	To be advised
11.2(10)	The following matters will be included in the Risk Register	Refer to Risk Assessment

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

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11.2(13)	<p>The <i>staff rates</i> are:</p> <p>Either complete here or cross refer to a schedule in Part C2.2</p>	name/designation	rate
25.2	<p>The <i>Employer</i> provides access to the following persons, places and things</p>	<p>access to</p> <p>1 As per Task order</p> <p>2</p> <p>3</p>	<p>access date</p> <p>As per Task Order</p>
31.1	<p>The programme identified in the Contract Data is</p>	<p>To be confirmed between the Consultant in question and the Service/Programme Manager or any other Eskom Representative nominated by the Programme Manager.</p>	
50.3	<p>The <i>expenses</i> stated by the <i>Consultant</i> are</p>	<p>item</p> <p>See "Disbursements" contained in this contract.</p>	<p>amount</p>
G	<p>Term contract</p>		
11.2(25)	<p>The <i>task schedule</i> is in</p>	<p>Refer to a schedule in part C2.1 and C2.2</p>	

The provision of Property Valuers for various areas within the Cape Coastal Cluster on an “as and when” required basis over a period of 60 months

PART 2: PRICING DATA

PSC3 Option A

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

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

Identified and
defined terms

11

11.2

17) The Price for Services Provided to Date is, for each Task, the total of

the Time Charge for work which has been completed on time based items on the Task Schedule and

a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

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

From the Core Clauses:

Identified and

defined terms 11.2 (13) The Time Charge is the sum of the products of each of the *staff rates* 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

the Price for Services Provided to Date,
the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.

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.

Staff rates and expenses

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

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

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

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

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

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

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

The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

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

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

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

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	
C3.2	<i>Consultant's Scope</i>	
Total number of pages		

- **Travelling and Accommodation Reimbursement**
 - Consultants with no footprint in East London or Cape Town Province are to establish a local office as soon as the contract is concluded. Travelling will only be paid from a local base office (East London and Cape Town) to site and back. Where accommodation is needed, the first and the last trip will be claimed from the base office and thereafter from the agreed accommodation base or nearest Eskom offices. Flights and travelling from outside the provinces will not be reimbursed

C3.1: EMPLOYER'S SCOPE

Description of the *services*

Executive overview

The scope of work / specification for the provision of Property Valuation Services. In general, the scope of work covered by this contract includes:

To perform property valuation for the Cape Coastal Cluster in accordance with the Property Valuations Act, Act 17 of 2014, by means of:

- Strip valuation, Site specific valuation using the before and after method.
- Valuation of sites/vacant land for purposes of registration of servitudes rights and land ownership (e.g. Powerlines, Substations, CNCs, Radio Repeater Towers and PV Solar Plants).
- Valuation for the relocation of structures and damages to seasonal crops as well as fruit trees caused by the construction of powerlines (Actual Financial Loss)
- Provide Eskom with a Valuation report, which clearly indicates the methods applied and the best estimates to the value of the properties.
- To provide services for attending court arbitration, or other proceedings, enquiries or meetings to give evidence or for consultations as and when required, as a member of any such court proceedings.

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
SALVP	South African Land Valuers Professionals

Specification and description of the *services*

2.1 Health and safety requirements

Access to Site

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

- Consultant should provide names of the following:

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

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

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

• **Risk Analysis:**

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

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

Risks can be evaluated by using a risk assessment matrix.

Typical risks:

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

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

Constraints on how the *Consultant* Provides the Services.

Management meetings

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Documentation control and retention

Identification and communication

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

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

Payments:

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

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

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

Tax Invoices

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

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

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the **supplier**.
3. **Name, address and VAT registration number** of the **recipient**. *

Please note: Eskom's name has to be reflected as ESKOM HOLDINGS SOC LTD on all tax invoices and Eskom's VAT number is 4740101508.

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity or volume** of goods or services supplied.*
7. Where the supply is subject to VAT at the standard rate, the following in Rand:
 - The value, VAT amount and consideration OR
 - The total consideration with a statement that VAT is included @15% OR
 - The total consideration and the amount of VAT charged.

Rates

Only Eskom approved rates are applicable.

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

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

Quality management

System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. Include your requirements here

Information in the quality plan

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

Health and safety

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

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

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

Supplier Development and Localisation Requirements

Skills Development

Category	Eskom Target
Not Applicable	Not Applicable
Total	

Local content (Procurement)

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

Job Opportunities

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

To be completed by Tenderer

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

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

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

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

Reporting & Monitoring

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

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

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

Working on the *Employer's* property

Access to the site

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

Interaction with Customers / Parties affected

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

LIFESAVING Rules (Refer to the attached document)

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

The five Eskom Life Saving Rules are as follows:

- Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*
- Rule 2:*Hook up at height*
- Rule 3:*Buckle Up*
- Rule 4*Be Sober*

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

ACCEPTANCE NOTE

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

SIGNED BY: _____ /

SIGNATURE: _____ DATE: ____ / ____ / ____ /

Euro Assist

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

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

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