



NEC3 Professional Services Contract (PSC3)

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

and
(Reg No. / /)

for Professional Services Contract for Property
Management in the Eastern Cape

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CONTRACT No. 46000.....

PART C1: AGREEMENTS & CONTRACT DATA

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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:

Professional Services Contract for Property Management in the Eastern Cape

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	Not Applicable – Cost reimbursable
Value Added Tax @ 14% is	Not Applicable – Cost reimbursable
The offered total of the Prices inclusive of VAT is	Not Applicable – Cost reimbursable

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

**ESKOM HOLDINGS SOC LIMITED, Megawatt Park, Maxwell Drive, Sandton,
Johannesburg**

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

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

.....

**ESKOM HOLDINGS SOC LIMITED,
Megawatt Park, Maxwell Drive, Sandton,
Johannesburg**

Name & signature of witness

.....

Date

.....

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

	Statement	Data
Clause		
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		E: Time based contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 4585
	Fax No.	011 800 5803
11.2(9)	The <i>services</i> are	Professional Services Contract for Property Management in the Eastern Cape
11.2(10)	The following matters will be included in the Risk Register	As part of the Task Instruction
11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

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

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 (five) working days
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.

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	The Relevant project Sites	As per duration on the Task Order
		2	Restricted access to relevant Eskom Premises during working Hours for consultation with Employer Stakeholders	As per duration on the Task Order
		3	Restricted access to relevant Eskom Premises during working hours for use of computer equipment and software where applicable and network plant for technical evaluation and investigation and investigative purposes, where relevant and agreed to as per Task Instruction	As per duration on the Task Order

3 Time

31.2	The <i>starting date</i> is.	10 September 2025		
11.2(3)	The <i>completion date</i> for the whole of the services is.	09 September 2030		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Those in the Task Instruction /Order	Those in the Task Instruction/ Order

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.
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5 Payment

50.1	The <i>assessment interval</i> is	between the 25th day of each successive month or is as per Milestones in the Brief document attached to this contract.
51.1	The period within which payments are made is	As per the Consultants BB-BEE Status.

51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest charged by [●] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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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.
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8	Indemnity, insurance and liability
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81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	See Notes to Consultants in Annexure A

	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	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	
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		
E	Time based contract		
11	Data for Option W1		
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, South Africa	

	<p>The person or organisation who will choose an arbitrator</p> <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 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The law of the project is	Any law within the Republic of South Africa which applies to the Consultant's providing the Services.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	As stated in Task Instruction
X9	Transfer of rights	
	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.	
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Mr Ndzonelele Simunca
	Address	(043) 703 2104
X11	Termination by the <i>Employer</i>	
	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.	
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 <i>services/task order</i>.
Z	The <i>Additional conditions of contract</i> 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*.
- 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.
- 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.

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*

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 services is	09 September 2030	
11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
31.1	The programme identified in the Contract Data is	As part of the Task Instruction	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount

PART 2: PRICING DATA**PSC3 Option E**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option E	
C2.2	<i>Staff rates and expenses</i>	

C2.1 Pricing assumptions: Option E

1. How work is priced and assessed for payment

From Option E:

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.
		(19) The Prices are the Time Charge.

From the core clauses:

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

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

2. Staff rates and expenses

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

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

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

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

Expenses associated with employing a staff member in Providing the Services are 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*.

Please note that the gazetted Professional fees that will be negotiated with Eskom will apply including where additional Professional disciplines have been appointed and this will be applicable from the detailed design development phase. NB: during the concept phase for all disciplines, staff rates illustrated under section C2.2 below will apply unless otherwise agreed upon prior.

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

C2.2 Staff rates and expenses

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

Remember to state whether the *staff rates* and *expenses* exclude or include VAT.

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per hour, excluding VAT
1	Director/Partner	
2	Senior Salaried Staff	
3	Registered Professional	
4	Administration	
5	<ul style="list-style-type: none"> ▪ Printing paper A4 paper A3 paper A2 paper 	

The *expenses* are:

No.	Expense item	Amount / rate excluding VAT
6	<ul style="list-style-type: none"> ▪ Accommodation per night Accommodation 	
7	<ul style="list-style-type: none"> ▪ Traveling per km Sedan LDV 	
8	<ul style="list-style-type: none"> ▪ Other 	Actual costs

The above is subject to the following:

- A request for services will be given to the Consultant by the Employer in the form of a Task Instruction/oder. Signatories of both parties on the Task Instruction are required prior to any work being commenced by the Consultant.
- A Task Instruction is an instruction to perform works as nominated by the Employer from the skills and works category for which the Consultant has been found to have the relevant and present competency and capacity and in terms of the above Price List.
- The level of skill (dependant on the complexity of work), amount of hours and disbursements (i.e. kilometres travelled and nights' subsistence) will be negotiated prior to the issue of the Task Instruction by the Employer.
- The hourly rates will be revised annually from 1 May, based on the applicable Government Gazetted rates that year, less the percentage negotiated per skills category.

- Consultants to submit a report every six months to convey to the Employer their coaching and knowledge transfer efforts, especially for Previously Disadvantaged Individuals.
- The hourly rates include any required travel to the Employer's regional offices and up to a 30km radius from a base (as agreed to by the Employers Agent) to site.
- The travelling rates apply beyond a 50km radius from an agreed base and will be adjusted annually using the ruling Consumer Price Index.
- The first 50km of any given trip is considered free and will not be claimed from the Client for travel reimbursement purposes.

Consultant:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

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	

C3.1: EMPLOYER'S SCOPE

Contents

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1 Description of the *services*

1.1 Executive overview

Designing, Monitoring of Buildings and other Facilities for the Eastern Cape Operating Unit.

2 Specification and description of the *services*

The Scope of Work pertains to the standard set of Architectural Drawings prepared for the Roll-out of the Eskom Customer Network Centres. During the implementation process of the current CNC's in the Eastern Cape, various revisions and additions to the existing design and specification where required. In order to streamline the continuity and suitability of the planned roll-out of the CNC's across the Province, it is essential that the standard set of Architectural Drawings also be developed/updated to reflect the latest design and specification changes.

Eskom Property Management existing buildings in the Eastern Cape, where professional input and designs to some complex refurbishment and minor capital projects to that existing infrastructure for quick turnaround to make the facilities compliant is required.

1. Develop, review and alter the Working Drawings, Details and Schedules to reflect the latest changes to design and specifications as agreed with Eskom.
2. Develop, revise the design and specifications of the buildings to conform to the new norm and produce the necessary Working Drawings, Details and Schedules.
3. Alter the example Site Plan to also reflect the design and specification changes and serve as a guideline for the site layouts for new sites.
4. Prepare a basic guideline document providing a brief explanation of the following:
 - a. The overall design concept for buildings.
 - b. The basic brief
 - c. The inter-relationship between spaces and buildings
 - d. Orientation of buildings
 - e. The movement of vehicles
 - f. Green design principles
5. Where required appoint other professional disciplines such as Civil, Structural, Geotechnical, Electrical and Mechanical engineers and Professional Quantity Surveyors to develop designs/documentation in their specific disciplines. For any appointment of additional disciplines will require Eskom approval.

6. Liaise with appointed Engineers such as Civil, Structural, Geotechnical, Electrical and Mechanical engineers and Professional Quantity Surveyors to co-ordinate the production of their standard sets of working drawings/documentation.
7. Obtain approval of the design packages from the various, relevant Eskom Departments as directed by the Project Manager.

a) Appraisal and Definition of the Project

Receive, appraise and report on the client's requirements with particular regard to site information, planning and statutory regulations and budget

- Preliminary Design and Definition Release Approval (DRA)
 - 1) Consult Stakeholders
 - 2) Assessment and development of design drawings for Eskom approval
 - 3) Preliminary design
 - 4) Development of Technical Specifications.
 - 5) Produce preliminary Bill of Quantities
 - 6) Compilation of Definition Release Approval
- Detailed Design Package
 - 1) Final detailed Design
 - 2) Final Itemised Bill of Quantity
 - 3) Submission of drawings to municipality/relevant authority for approval.
 - 4) Compile Tender Contract Documentation.
 - 5) Support Eskom Procurement Process.
 - 6) Support Tender Technical Evaluation Process and submit a signed design report.
- Construction stage
 - 1) Coordination and incorporate design interfaces and revisions to designs during Construction.
 - 2) Act as an Employer's Agent for the Project Manager.
 - 3) Do site Supervision of all activities on site.
 - 4) Manage Project costs and issue payment certificates.
 - 5) Coordinate and monitor rectification of defects.
 - 6) Attendance of regular site, progress and technical meetings.
 - 7) Commissioning of Project.
 - 8) Coordinate and do project close out.

Advise the client on:

- Procedures to meet his requirements
- Method of contracting
- The need for the appointment of consultants

b) Design Concept

Advised by any consultants appointed, prepare a design concept in broad outline showing space provisions, planning relationships and materials and services intended to be used.

Advise the client on:

- The technical and function characteristics of the project as proposed
- The estimated cost in relation to the budget.
- The anticipated project programme

c) Design Development

Develop the design concept in sufficient detail to:

- Define the construction of the building
- Spatially coordinate the work designed by consultants and specialists
- Review the design with the relevant authorities

d) Technical Documentation

- Prepare construction documentation and coordinate the documentation with the work designed by consultants and specialists
- Obtain approval from the relevant authorities
- Review the estimated costs of the works in relation to the budget
- Prepare and compile documents to obtain offers for the execution of the works

e) Contract Administration and Inspection

- Obtain offers for the execution of the works and advise the client regarding the award of the building contract
- Prepare construction documentation and arrange for the signing thereof
- Administer and perform the duties assigned to the professional in the building contract
- Provide the client with as-built drawings, certificates, relevant technical data and guarantees from suppliers on completion of the works.

2.1 Interpretation and terminology

CPM	Contract/Consultant Project Manager
EMP	Environmental Management Program
CPE	Consultant Project Engineer
COW	Clerk of Works
PES	Project Engineer Specialist
FDP	Final Design Package
FSA	Field Services Area
TEC	Technical Evaluation Committee
CNC	Customer Network Centre
AFC	Approved for Construction
ECSA	Engineering Council of South Africa
SACAP	South African Council for the Architectural Profession
SACPCMP	South African Council for Project and Construction Management Professionals
SACQSP	South African Council for Quantity Surveying Professionals
OBL	Outside battery limits
T&Q	Technology and Quality Department - Eskom

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

3.1.1 Transfer of rights

To be confirmed on Task Order

3.2 Management of work done by Task Order

To be confirmed on Task Order

The Task Order will be prepared in the format stated in Annexure A attached to the Scope of Work

The Employer will as far as possible batch Task Orders e.g. geographically. Further Task Orders will only be issued on proof of completion of services for previous Task Orders.

3.3 Health and safety

2.3.1 Consultants are required to assure quality on the Final Design Package, especially the drawings, activity list and or bill of quantity and other contract documentation to be used for compiling the contract document and the cost estimate in order for them to ensure a quality product to the *Employer*.

2.3.2 Where any quality deficiencies have been identified, understanding of the causes and knowledge transfer to the various team members is required.

2.3.3 The consultant is to ensure that all drawings and or contract documentation and costing must be compliant to all relevant SHEQ requirements

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