

Provision of Quantity Surveying services on an “as and when required basis”



NEC3 Professional Services Contract (PSC3)

Contract between Eskom Holdings SOC Ltd

(Reg No. 2002/015527/30)

and

(Reg No.)

for Provision of Quantity Surveying services on an “as and when required basis for a period of five (5) years”

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CONTRACT No:

VENDOR No:

Provision of Quantity Surveying services on an “as and when required basis”**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:

Quantity Surveying Services on an “as and when required” basis

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 @ 15% is	(Not Applicable – Cost reimbursable)
The offered total of the Prices inclusive of VAT is	(Not Applicable – Cost reimbursable)
(in words) Not Applicable	

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

Provision of Quantity Surveying services on an “as and when required basis”**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
1 Maxwell Drive, Sunninghill**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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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
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the Employer
		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
11.2(9)	The <i>services</i> are	Provision of Quantity Surveying services on an "as and when required basis"
11.2(10)	The following matters will be included in the Risk Register	As per Task Order instruction
11.2(11)	The Scope is in	Part 3: Scope of Work

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

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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	One (1) week unless otherwise stated
13.6	The <i>period for retention</i> is	5 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 Eskom buildings	As per Task Order instruction.

3 Time

31.2	The <i>starting date</i> is.		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 As per the Task Order	As stated in the Task Order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As per the Task Order instruction.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks	

4 Quality

40.2	The quality policy statement and quality plan are provided within	Fourty (40) days of the starting Date.	
42.2	The <i>defects date</i> is	52 weeks after Completion of each Task Order	

5 Payment

50.1	The <i>assessment interval</i> is	Between the 25th day of a month to the 25th day of the subsequent month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		as per the task order	as per the task order
51.1	The period within which payments are made is	30 days after receipt of invoice for QSE and Generic suppliers; and 14 days for EME suppliers.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

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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/Or</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>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 of each Task Order awarded
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.

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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).
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	Johannesburg, 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	<ul style="list-style-type: none"> • CPI as published by Statistics SA. CP Headline index (Table B2) • Prices are fixed for a period of twelve (12) months will be escalated using CPI annually and at the anniversary of each Task Order. The base date will be the Task order Start date.
X2	Changes in the law	
X2.1	The law of the project is	Laws of the Republic of South Africa

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X7	Delay damages	
X7.3	Delay damages for late Completion of the whole of the services are	The Consultant pays delay damages at the rate of 0,01% of Task order value per day up from the Task Completion Date until Task Completion.
X9	Transfer of rights	As per the Task Order. The Consultant grants the Employer an irrevocable, nonexclusive, royalty-free licence to utilise the Consultant’s intellectual property to the extent necessary for the construction, operation, maintenance, repair, or alteration of its facilities or that of a third party.
X10	The Employer’s Agent	
X10.1	The Employer’s Agent is	
	Name:	
	Address:	1 Maxwell Drive Megawatt park Johannesburg, Sandton SA
	The authority of the Employer’s Agent is	To carry out all the actions of the Employer.
X11	Termination by the Employer	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 Consultant’s liability to the Employer for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The Consultant’s liability to the Employer for Defects that are not found until after the defects date is limited to:	The total of the Prices of each specific Task Order under which the Defect arises.
X18.3	The end of liability date is	Five years after Completion of the whole of the services/task order.
Z	The Additional conditions of contract are	Z1 to Z13 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**Provision of Quantity Surveying services on an “as and when required basis”**

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

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

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

Z4 Confidentiality

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

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Provision of Quantity Surveying services on an “as and when required basis”**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

Z8 Employer's limitation of liability

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

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

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

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

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

Z11 Ethics

- Z11.1 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).
- Z11.2 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 an approved vendor data base of the *Employer* as a consequence of such practice.

- Z11.3 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

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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.

Z12 Supplier Development Localisation & Industrialisation (SDL &I)**Z12.1 SD&L Requirements**

Skills Development: Tenderers are required to submit proposals of the skill types / occupations to be upskilled for this transaction. The candidates selected for skills development shall be currently unemployed graduates from university schools and technical, vocational, education and training (TVET) campuses of South Africa.

The threshold will be as follows to ensure successful implementation of this initiative:

- ✓ The successful tenderer will be obligated to skill one candidate for every R5 Million spend cumulatively through purchase orders/instructions awarded to the supplier.
- ✓ The tenderer will be expected to submit a letter of competence/proof of attendance/service contract/certificate of compliance as proof that a candidate has been appointed for work experience. The supplier will be required to implement this requirement a month after the threshold is reached.
- ✓ At task order level there will be further negotiations on skills development.

Candidates shall be from all provinces in the country, and their composition shall be a representative of the population demographics of South Africa.

Skill type / Occupation	Tenderer Proposal		
	No	Skill Type	Quantity
Scope of work-related skill types/Occupation	1.		
	2.		
	3.		

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

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The Quality requirements from the Supplier QM specification, 240-105658000 that applies for this tender is Category 2. They are applicable for contract duration. Contract Quality plan based on the scope of work to be finalised and submitted to the Project/Contract Manager 40 days before execution.

Where applicable, further information will be firmed up or requested at Task Order level.

Z12.3 Occupational Health & Safety Requirements

The *Consultant* shall at all times comply with the Eskom's Occupational Health and Safety (OHS), Legal and other requirements as amended for the duration of the contract. In addition, the contractor shall comply with the requirements contained in the OHS Specification/requirements. Eskom reserves the right to terminate the contract if the contractor/supplier has built up a history of poor performance or non-conformance in relation to matters of Occupational Health and Safety and Legal Compliance. No work may begin until the Health and Safety file has been approved by the individual Business Unit's OHS personnel. For the length of the contract, the contractor shall adhere to the respective Business Unit's OHS, Legal, and other requirements, as amended.

Continuous Improvement

The *Consultant* are required to conduct the following as part of the continuous improvement initiatives:

- Behavioural based safety, if the contractor does not have its own procedure, Eskom procedure can be used as a guide.
- Behavioural based safety, if the contractor does not have its own procedure, Eskom procedure can be used as a guide.
- Contractor 16.1 shall present the lost time injury (LTI) incidents at Business Unit / Power station General Managers meeting within 7 days of the incident.

Service Provider Management Key Performance Indicators (KPI's)

- Maintain Health and Safety file and compliance to the Health and Safety Plan
- Always maintain good housekeeping
- Zero Fatalities
- At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended
- All incident investigations shall be completed within 30 days of the occurrence of an incident.
- Close audit findings as per the recommended time frames
- Close Non-conformance as per the recommended time frames

Contract Completion and Sign Off

On completion of the project, Eskom team (led by the Contract custodian/ Project Manager) involved in the project together with the *Consultant* shall conduct the final audit/inspections to

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identify the gaps prior to the service provider leaving site or completing the project. Before the final invoice is paid/processed, the Contract custodian/Project Manager shall ensure that the below requirements are met:

- Close all incidents and audit findings.
- Service provider shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.
- Completion of a closeout report to close the contractual work.

Z12.4 Environmental Requirements

The *Consultant* shall comply with the requirements contained in the environmental requirements proforma (GEM23-DOC066) and available to provide technical input when it is required. The Consultant shall at all times comply with Eskom's Environmental Policy and relevant environmental legislation as required for the duration of the contract.

Z13 Insurance

Z13.1 Replace core clause 81 with the following:

81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. Eskom Insurance & Legal departments	The Total of the Prices
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	The Total of the Prices

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Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	The Total of the Prices
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81.3 The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

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

Z14 Nuclear Liability

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from aforesaid, save to the extent that any claims arise or liability is incurred due to or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, replacement section dealing with the same subject matter.

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Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which
proactive	actions is required in order to control asbestos exposure to prevent
exceeding	the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing
zone,	which is defined to be a virtual area within a radius of approximately 30cm
from	the nose inlet.
Compliance	means compliance sampling used to assess whether or not the personal
Monitoring	exposure of workers to regulated asbestos fibres is in compliance with the
and	Standard's requirements for safe processing, handling, storing, disposal
articles.	phase-out of asbestos and asbestos containing material, equipment and
OEL	means occupational exposure limit.
Parallel	means measurements performed in parallel, yet separately, to existing
Measurements	measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's
out of	requirements for safe processing, handling, storing, disposal and phase-
	asbestos and asbestos containing material, equipment and articles.
Standard	means the Employer's Asbestos Standard 32-303: Requirements for Safe
	Processing, Handling, Storing, Disposal and Phase-out of Asbestos and
	Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne
asbestos	fibres, normalised to the baseline of a 4 hour continuous period, also
applicable	

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to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Employer* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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C1.2 Contract Data

Part two - Data provided by the *Consultant*

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:		
		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		
11.2(10)	The following matters will be included in the Risk Register	As per the Task Order instruction	
11.2(13)	The <i>staff rates</i> are:	name/designation	Rate
		Refer to the table C2.2	Refer to the table C2.2
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Eskom buildings	As per the Task Order
31.1	The programme identified in the Contract Data is	As per the Task Order	

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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	Item Refer to Price List	amount
		N/A	N/A

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PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing Assumptions: Option G	20
C2.2	<i>Staff rates, expenses and the task schedule.</i>	21 - 39

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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 | <p>(17) The Price for Services Provided to Date is, for each Task, the total of</p> <ul style="list-style-type: none"> • 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 | <p>(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.</p> |
|------------------------------|------|---|

and

- | | | |
|--------------------------|------|--|
| Assessing the amount due | 50.3 | <p>The amount due is</p> <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 *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.

C2.2 Staff rates, expenses & the task schedule

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

1. The *staff rates* and *expenses* are:

1.1 The staff rates will be determined at Task order level during the mini- tendering process.

1.2 Expenses guideline is indicated on the table below:

Km's:	<ul style="list-style-type: none"> Home-work-work is not reimbursable Any excess of 50 km of business travel per day will be reimbursed at R4.84/km
Km rates:	<ul style="list-style-type: none"> R4.84/km
Accommodation:	<ul style="list-style-type: none"> Maximum 3 star, bed and breakfast establishment or hotel may be utilised for duration up to 6 months. Only breakfast and supper may be included in the quotation.
Car rentals:	<ul style="list-style-type: none"> Group B reimbursable at cost, the car should at least have 2 airbags, air- conditioning and ABS brakes for safety purposes.
Flights:	<ul style="list-style-type: none"> Economy class reimbursable at cost
Cost of Meals:	<ul style="list-style-type: none"> Travelling on Eskom business: the actual cost of a meal, not exceeding R234, 00 (VAT plus gratuity included) per day No alcoholic beverages can be claimed for
Travel bookings:	<ul style="list-style-type: none"> To be made and paid for by the <i>Consultant</i>. This must then be claimed back once a month together with all other T&S expenses on a VAT invoice, and include all relevant documentation

Only charged at actual costs and upon the Employer's prior arrangement and authorisation.

****The above expenses are regulated as per National Treasury Cost Containment Instruction Notes.**

The above are the only expenses that may be claimed by the Consultant.

Staff rates and *expenses* exclude VAT.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i> (detailed to be shared at Task Order level).	1
	Total number of pages	

C3.1: EMPLOYER'S SCOPE

SCOPE OF SERVICES

The required quantity surveying services are to be rendered on an as and when required basis to various business areas / projects in the organisation. The scope includes the provision of basic quantity surveying services rendered in all project stages / PLCM phases in line with the Identification of Work for Quantity Surveyors by SACQSP, including but not limited to the following:

A: Inception (Pre-Project Planning)

(Need Definition & Identification of Alternatives Phase)

- (a) Attending project initiation meetings and developing project briefs
- (b) Advising on procurement policy / issues (where applicable) and defining QS scope of work & services on a project
- (c) Preparing applicable type of construction / capital cost estimates (pre-feasibility cost estimates)
- (d) Advising on factors affecting the project and on appropriate financial design criteria

B: Concept & Viability

(Alternatives Development & Selection of Single Solution Phase)

- (a) Preparing applicable type of construction / capital cost estimates for developed alternatives and for selected single solution (feasibility / preliminary capital cost estimates of projects)
- (b) Reviewing and evaluating design concept (participating and contributing to value engineering exercises)
- (c) Participating in formulation of project documentation programme
- (d) Participating in preparation of financial viability reports / feasibility studies (where applicable)
- (e) Attending investment committee meetings

C: Design Development

(Definition Phase – Selected Solution Development)

- (a) Preparing applicable type of construction / capital cost estimates (semi-detailed / detailed cost estimates)
- (b) Reviewing designs & outline specifications (participating and contributing to value early cost control exercises)
- (c) Reviewing documentation programme
- (d) Advising on applicable CPA Indices / escalation formulae & their project cost implications (includes advising on various possible actions to be taken upfront to optimise on CPA in line with the overall Employer's requirements regarding CPA)
- (e) Preparing schedules of predicted high-level cash / cost flow as one of the inputs to Total Cost Modelling Tool
- (f) Participating in reviewing financial viability reports / verification of Cost Budget Estimates

D: Documentation & Procurement

(Execution Phase – Selected Solution Finalisation & Implementation)

- (a) Participation in formulation of contract and / or procurement strategy as a multi-disciplinary team member
- (b) Preparation of pre-contract & contract documentation (relevant sections thereof)
- (c) Reviewing working drawings for compliance with approved budget(s) for construction cost and / or financial feasibility
- (d) Taking off quantities & preparing price determination documents (including Bills of Quantities; Activity Schedules and / or Schedules of Rates)
- (e) Attending site meetings for issuing of enquiry documents
- (f) Preparing detailed tender estimates of construction costs / capital costs
- (g) Rendering a comprehensive QS service on tendering & contractual arrangements (including but not limited to advising on selection of suppliers where applicable; calling of tenders and / or negotiation prices; preparation

of cost / price / tender negotiation parameters; evaluating & reporting on tenders including calling of clarification meetings and making conducting tender clarifications via Employer approved channels; taking a lead role in negotiating contract rates, prices, costs, compensation events rates & fee percentages, claims, applicable CPA Indices, CPA Formulae & other relevant contract conditions; preparing technical evaluation criteria of tenders & conducting technical evaluation of tenders where applicable; attending tender adjudication meetings)

E: Construction

(Execution Phase – Selected Solution Finalisation & Implementation)

- (a) Attending site handover & regular site, technical & progress meetings
- (b) Preparing schedules of predicted cash / cost flow
- (c) Exercising cost control during works progress including advising on proposed variations / compensation events and on alternative construction methods and sequencing
- (d) Assessment & reporting on cost variations, compensation events, claims & contractual issues and preparing documentation for change control purposes
- (e) Preparing valuations for interim payment certificates & reconciliation statements
- (f) Progressively measuring & recording site information for final account purposes

F: Close Out

(Execution Phase – Selected Solution Finalisation, Implementation, Commissioning & Handing Over)

- (a) Preparing and agreeing final account(s)
- (b) Preparing valuations for final payment certificates & reconciliation statements
- (c) Preparing fee accounts based on appropriate fee scale & conditions of appointment

G: General

- (a) Promoting professional ethics and standards by using acceptable industry standards for measurements i.e. SANS 1200, Standard System for Measuring Building Works (Latest Edition thereof), etc.
- (b) Coordinating information from engineering design team (or any other discipline design team) with regard to process, plant and equipment
- (c) Application of expert knowledge of costs and prices of the work including labour, materials, plant, transport and other applicable cost components required
- (d) Ensuring that additional and future costs are accurately estimated and value for money is obtained from projects / contracts of involvement
- (e) Making presentations to various approval authorities
- (f) Conducting site audits to ensure all costs are accounted for
- (g) Professional mentoring and managing on-the-job training of Eskom Quantity Surveying junior QS personnel in line with the attached Appendix A and B below. This is the responsibility of all PrQS consultants on the projects
- (h) Negotiating settlement of disagreements / possible contractual conflicts with suppliers
- (i) Providing professional services in alignment with Eskom governance processes, procedures and systems and ensuring compliance with statutory requirements
- (j) Developing performance measurement data such as BCWS, BCWP, ACWP, BAC, etc. and ensuring that where applicable, costs are reported as per approved WBS / IWBS for projects
- (k) Projects Cost Database Development, Maintenance and Handing over to the Employer in an Employer approved usable soft format.

DELIVERABLES

The deliverables include all applicable basic quantity surveying reports as called for by the Employer in all project stages / PLCM phases in line with the Identification of Work for **Quantity Surveyors by SACQSP, including but not limited to the followings:**

- Attendance of project brief / project initiation meetings
- Accurate capital / construction cost estimates applicable at various project stages / PLCM phases

- Financial viability / feasibility reports (where applicable)
- Reports on applicable CPA Indices / escalation formulae & their project cost implications (includes advising on various possible actions to be taken upfront to optimise on CPA in line with the overall Employer's requirements regarding CPA)
- Schedules of predicted high-level cash / cost flow being forming critical inputs to the Total Cost Modelling Tool
- All required QS inputs into the contract and / or procurement strategy as a multi-disciplinary team member
- Pre-contract & contract documentation (relevant sections thereof)
- Reviews of working drawings for compliance with approved budget(s) for construction cost and / or financial feasibility
- Price determination documents (including Bills of Quantities; Activity Schedules and / or Schedules of Rates)
- Unambiguous explanations of the pricing sections of enquiry documents in enquiry issuing meetings
- All specific deliverables of a comprehensive QS service on tendering & contractual arrangements (including but not limited to documented advice on selection of suppliers where applicable; negotiation parameters reports; tender evaluation reports; applicable written tender evaluation clarifications with relevant vendors; clear recommendations on tender evaluations; negotiations of contract rates, prices, costs, compensation events rates & fee percentages, claims, applicable CPA indices, applicable CPA Formulae & other relevant contract conditions; applicable technical evaluation criteria of tenders & technical evaluation reports for tenders (where applicable, e.g. QS Services tenders); attendance of tender adjudication meetings)
- Attendance of site handover & regular site, technical & progress meetings
- Predicted cash / cost flow schedules
- Proactive QS Reports on variations / compensation events and on alternative construction methods & sequencing where applicable
- QS assessment reports on cost variations, compensation events, claims, contractual issues and applicable documentation for change control purposes
- Valuations for interim & final payment certificates & reconciliation statements
- Progressively agreed measures and recorded site information for the final account (progressive draft final accounts handed over to the Employer periodically as required by the Employer)
- Final Account document including statement of agreement from both the QS and the supplier (Final Account signed by both parties to the contract)
- Interim & final fee accounts based on appropriate fee scale & conditions of appointment
- Approved on-line (manual where applicable) QS diaries for Candidate Quantity Surveyor (CanQS) personnel for SACQSP APC submissions
- Approved APC submission documents for interim and final submissions as per requirements for each mentored CanQS
- Projects Cost Database for projects worked on (in an Employer approved usable soft format)
- Performance measurement data for BCWS, BCWP, ACWP, BAC, etc.
- Projects cost reports in accordance with approved WBS / IWBS for projects.

REPORTING REQUIREMENTS

The Service Provider(s) shall provide a permanent record of all work completed in a clear, readable and understandable manner. Reports shall be in English, be of high quality in compilation and be in acceptable formats. All reports are to be completed in accordance with specific instructions from the Employer that will be communicated to the Service Provider as and when required.

DOCUMENTATION

The Service Provider shall keep all records and organise all project files in data banks in a systematic way with adequate indexing. Developed documentation and all outputs from the Service Provider(s) will only be complete upon approval of such documentation by the Employer.