



NEC3 Professional Services Contract (PSC3)

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

**and [Insert at award stage]
(Reg No. _____)**

for [●]

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

[●]

Part C2 Pricing Data

[●]

Part C3 Scope of Work: The Scope

[●]

CONTRACT No. [Insert at award stage]

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]	[•]
C1.3	Securities proforma	[•]

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

Title of the Contract

Appointment of an implementation agency for Eskom JET for Camden, Grootvlei & Hendrina Power Stations

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

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

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**

(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.

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	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X13: Performance bond
		X18: Limitation of liability
		X20: Indicators
		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 8111

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

11.2(9)	The <i>services</i> are	The appointment of an implementation agent for the provision of a professional services for Just Energy Transition (JET) in and around Camden, Grootlvei and Hendrina Power stations. plants.	
11.2(10)	The following matters will be included in the Risk Register	<div><ul style="list-style-type: none">• Consultant’s resources and skills constraints• Delays access to power stations• Delays and disruptions to the project• Costs overruns due to consultant’s performance• Compliance with applicable legislative & regulatory framework, policies, programmes (as amended)• Safety, health, and environmental challenges• Quality assurance and controls• Incomplete and unclear reports submitted by the consultant</div>	
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	<ul style="list-style-type: none">• 5 days for administration matters• Immediately for health and safety matters	
13.6	The <i>period for retention</i> is	6 months following Completion or earlier termination. Consultant under the obligation to retain all projects documents for 6 months.	
2 The Parties’ main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>
		1 To Power stations	As and when required
		2 To communities arranged with Eskom’ stakeholders management and constituencies	As and when required
		3 Megawatt Park or other Eskom’s offices	As and when required
3 Time			
31.2	The <i>starting date</i> is.	on signature date of contract	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	31 December 2030	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	<i>key date</i>
		1 [•]	[•]

		2	[•]	[•]
		3	[•]	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 week.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 weeks of the Contract Date.		
42.2	The <i>defects date</i> is	56 weeks after Completion of the whole of the services.		
5	Payment			
50.1	The <i>assessment interval</i> is	between the [•] day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	
		Travelling	[•]	
		Accommodation	[•]	
51.1	The period within which payments are made is	4 weeks.		
51.2	The <i>currency of this contract</i> is the	South African Rand		
51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest charged by [•] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,		
6	Compensation events		Will be dealt with as per core clause 60 of the conditions of contract	
7	Rights to material		Will be dealt with as per core clause 70 of the conditions of contract	
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	
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.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the South African Institution of Civil Engineering Panel of Adjudicators
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	[●].
	The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	[●]
X2	Changes in the law	

X2.1	The law of the project is	The law of South Africa
X4	Parent company guarantee	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.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	[•] per day
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:	Makhosazana Mkongi
	Address	Eskom Megawatt Park, Maxwell Drive, Sunninghill
	The authority of the <i>Employer's Agent</i> is	Snr advisor - JET
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.
X13	Performance bond	
X13.1	The amount of the performance bond is	R[•].
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 Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

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

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

Z10 Delay damages: Addition to secondary Option X7 Delay damages (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

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

- 81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>		
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>	
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	

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *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.
- Z14.2 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.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *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.
- Z14.6 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.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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	
11.2(10)	The following matters will be included in the Risk Register	

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

11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R	(in figures) (in words), excluding VAT
C	Target contract		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R	(in figures) (in words), excluding VAT
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART 2: PRICING DATA
PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none">the Time Charge for work which has been completed on time based items on the Task Schedule anda proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
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(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 <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 andother amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.
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Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

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

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

3. The function of the Task Schedule

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

The *task schedule* is prepared by the *Employer* for the *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

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

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

1. The *staff rates* are:

ITEM	Description	UNIT	No. of Personnel	QTY/Hours/Months	No. Of Months/Year	Estimated rates	Price
100	Preliminaries & Generals						
	Safety file	Once off	8	1	5		
	Medicals	Once off	24	2	5		
	Accommodation	Monthly	2	2	60		
	Travelling	km	2	744	60		
	Subtotal 100						
200	Resources						
	Project Leader	Monthly, 6hrs/day	3	120	60		
	Stakeholder Engagement Expert	Monthly, 6hrs/day	3	120	60		
	Business/Enterprise Development Expert	Monthly, 6hrs/day	3	120	60		
	Socio Economic Expert	Monthly, 6hrs/day	3	120	60		
	Community Skills Developer	Monthly, 6hrs/day	3	120	60		
	Community Liaison Expert	Monthly, 4hrs/day	3	80	60		

	Information Technology Officer	Monthly, 2days/week	3	64	60		
	Monitoring & Evaluation Expert	Monthly, 1day/week	3	32	60		
	Subtotal 200						
	Total Tender price						

2. The task schedule

The following format could be used:

No.	Items of work priced on a lump sum basis	Price (excluding VAT)
1	Inception report (1 month after contract signing)	
2	Implementation Plan (3 months after contract signing)	
3	Implementation structure/model (3 months after contract signing)	
4	Monitoring and evaluation plan (3 months after contract signing)	
5	Stakeholder engagement and communication plan (10 months after contract signing)	
6	Implementation report showing number of jobs, opportunities, support to local companies and community livelihood/CSR projects (12 months after contract signing, thereafter annually)	
7	M&E plan and report to assess the program and project (12 after contract signing, thereafter annually)	

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

1 Description of the services

1.1 Executive overview

Five of Eskom's coal fired power stations are earmarked for shutdown in 2030 (Grootvlei, Hendrina, Camden, Arnot, Kriel), while others are nearing the end of their operational lives (Matla, Duvha, and Tutuka), with final shutdown dates yet to be confirmed. Eskom is developing options to repower and repurpose these sites, but the long-term sustainable jobs created from these initiatives fall far short of that required to sustain current Eskom employment numbers at the respective stations. Without mitigation actions and economic diversification to provide a second life to power station communities, there would be a devastating socio-economic impact on communities around the power stations with a significant impact on an already expanding unemployment rate in Mpumalanga. Food security would also be further compromised. It is therefore vital that there is a coordinated, targeted and funded effort over the next several years to mitigate the impact of the shutdown of these power stations.

The global community is intensifying efforts to address climate change, but in South Africa, this challenge intersects with pressing social and economic issues like high unemployment, poverty, and inequality. The shift to a low-carbon and climate-resilient economy risks worsening these conditions. Justice must be at the heart of the transition. A critical starting point for any transition pathway must include inclusive and participatory engagement. The Framework for a Just Transition in South Africa acknowledges through the principle of procedural justice.

Just transition Framework

In 2022, the Presidential Climate Commission (PCC) published the Just Transition Framework for South Africa. The framework sets out the policy measures and undertakings by different social partners to minimize the social and economic impacts of the climate transition, and to improve the livelihoods of those that are vulnerable to climate change. The framework is built on four key principles: procedural justice, distributive justice, and restorative justice, emphasizing inclusivity, fairness and respect for diverse needs during the energy transition. This ToR pertains to the socio-economic impacts and opportunities for affected workers, contractors and local communities.

Socio-economic impact assessment studies were conducted to quantify and qualify the impacts of shutting down and repurposing the power stations on employees (workers), contractors and the local communities throughout the transition process. Mitigation measures have been assessed and options for each power station compiled. It is envisaged that the implementing agency will manage the mitigation measures over seven years.

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
SoW	scope of work
JET	Just Energy Transition
OHS	Occupational Health and Safety
QMS	Quality Management System

2 Specification and description of the services

This scope of work is to be implemented at Camden, Grootvlei and Hendrina Power stations. It entails implementing the socio-economic mitigation and enhancement initiatives resulting from the transitioning of these power stations from a coal plant to a repurposed facility. The project has to facilitate an inclusive and participatory process to advance procedural justice as inscribed in the Framework for a Just Transition in South Africa. Subsequently, the project will collaboratively develop low carbon, climate resilient and inclusive interventions with local communities and stakeholders that are tailored to local needs and conditions. The work aims to increase the understanding among communities and social partners in the local area about climate change and the just energy transition. This includes working with local stakeholders and community representatives to co-design and test just energy transition interventions, develop action and investments for the intervention and plan.

To achieve this, an Implementation Agency is required to manage the practical implementation of these activities.

The primary objectives which must be achieved through the implementation agency are:

- Mitigate negative socio-economic impacts from the closure of power stations.
- Create employment and entrepreneurship opportunities for affected workers and local communities.
- Create skills development, reskilling, and upskilling for deployment of Eskom employees, Eskom Rotek Industries (ERI) employees and local communities to the repurposed renewable plants.
- Enhance local economic development through enterprise development and community programs.
- Ensure effective stakeholder engagement and local communities' participation during and after the transitioning process.
- Support to suppliers and contract workers through assessment of potential contracts, supply requirements, workforce needs for the decommissioning and repurposing components followed by training and assistance for supplier development and entrepreneurial activities.
- Create awareness on Climate Change and JET to empower communities. Awareness ensures that community members understand the issues and the need for change, enabling them to participate meaningfully in the innovation process. Also establish platform and mechanisms for the communities to be involved in the co creation of livelihoods and economic diversification projects, give them visibility and voice and ensure inclusive and just transition.
- Community Engagement and Interventions Co-Creation (CEICC): Innovation Development and Testing, Business Incubation and Piloting is essential for communities and must be applied to stimulate skills development, decent job creation and economic diversification as they transition away from coal dependence.

The focus areas of these objectives are:

- Job Creation: Interventions for job creation, considering the substantial need for employment opportunities in the affected communities. This includes both sustainable and temporary employment, as well as the employment of locals in Eskom's repurposing and repowering projects
- Local manufacture and Industrialisation: Promotion of local manufacturing and industrialisation to create business opportunities and jobs. This will be in line with the localisation framework developed by Eskom and the Department of Trade Industry and competition (DTIC).
- Enterprise development and social enterprises: Strengthening the livelihoods of affected communities by providing targeted support to new and expanding SMMEs (Small, Medium, and Micro Enterprises), fostering job creation, enhancing local economic growth, and improving access to essential services and resources. This support includes capacity building, access to finance, market linkages, and mentorship, enabling these enterprises to thrive and contribute to sustainable community development.
- Community livelihood: Focus is on community livelihood strategies for example food security and local initiatives that generate household income.
- Skilling and reskilling: skills development, reskilling is an important lever for the energy transition. This covers skilling, reskilling and upskilling of community members to support the new markets and technologies and equipping unemployed individuals to improve their chances of being employed as skilled labourers.

- Empowerment Programme for youth, women and the disabled: targeted programmes to address vulnerable groups, youth women and the disabled
- Local Economic Development: support the just transition of local economy and communities through economic diversification
- Eskom CSR projects: projects to be implemented to address needs in the community that will support the JET, example early childhood development, health programmes etc.
- Community engagement and co creation of project aims to address the following:
 - creating awareness of the economic opportunities associated with the JET
 - developing an awareness and a narrative that highlights how climate change responses can be sustainable, developmental and profitable
 - supporting the co-creation of interventions with communities and establishment of engagement structures
 - implementation of enterprise development and training programmes to support climate change vulnerable communities
- Facilitation of inclusive, participatory processes for co-creating just transition innovations. An inclusive and participatory co-creation process for just transition innovations is critical for communities because it ensures that all voices are heard and considered, leading to solutions that reflect the diverse needs and perspectives of the community.

DESCRIPTION OF SERVICE

Task 1: Development of Implementation Plan

- Review socio-economic impact assessments and stakeholder engagement plans.
- Develop a detailed implementation plan, including timelines, partnerships, and funding mechanisms.
- The implementation plan should include a comprehensive list of all activities to be carried out to achieve the objectives.
- Align with Eskom's Just Energy Transition strategy and national policies.

Task 2: Stakeholder Engagement

- Establish stakeholder engagement structures, including an Eskom JET Stakeholder Engagement Platform. Stakeholders should not be duplicated by Presidential Climate Change (PCC) or provincial efforts to engage the community, the implementing agent should work with these structures to avoid duplication.
- Conduct consultations with affected workers, communities, and government agencies.
- Develop and implement a community communication strategy.

Task 3: Community Engagement and Interventions Co-Creation (CEICC)

- **Establishing protocol for procedural justice** The Asset Based Community Development (ABCD) approach focuses on identifying and leveraging community's existing assets such as skills, networks and resources (among others), rather than solely focusing on needs and deficiencies. It aims to empower communities to lead in their own development, while being supported to harness and strengthen their capacities. The implementing agent will utilize this approach to establish protocol for procedural justice.
- **Conducting Workshops on Climate Change Awareness** Just Transition, and Business Exposure. Awareness ensures that community members understand the issues and the need for change, enabling them to participate meaningfully in the innovation process, contribute innovative ideas that address local challenges and opportunities.
- **Facilitation of inclusive, participatory processes for co-creating just transition innovations.** An inclusive and participatory co-creation process for just transition innovations is promotes greater buy-in and ownership among community members, as they are actively involved in shaping the innovations that affect their lives.
- **Support for innovation Development and Testing, Business Incubation and Piloting Stage:** Innovation Development and Testing, Business Incubation and Piloting is essential for the surrounding communities because it can potentially stimulate skills development, decent job creation and economic diversification as they transition away from coal dependence. The initiatives will be piloted to take the identified innovations to the level of implementation and help the different communities' enterprises

achieve a Proof-of-Concept. Lastly, financial support to be investigated for the community-based enterprises to support community-driven, non-profit initiatives that contribute to social, environmental, and economic benefits for the community.

The key result of the Innovation Development and Testing, Business Incubation and Piloting stage include:

1. The development of a Business and Financial Plan for each innovation
2. Formal registration and compliance for each innovation.
3. Established proof of concepts.

Task 4: Implementation of Socio-Economic Initiatives

- **Transitioning support for workers:** Reskilling, redeployment, and compensation.
- **Community development and economic diversification:** Local enterprise development, supplier development, and investment in infrastructure projects.
- **Support for women, youth, and vulnerable groups** through targeted empowerment programs.
- **Development of local manufacturing and industrialization opportunities.**

Task 5: Monitoring, Evaluation, and Reporting

- Develop a monitoring and evaluation framework with key performance indicators.
- Implement regular progress monitoring and stakeholder feedback mechanisms.
- Provide monthly, quarterly, and annual reports to Eskom and funding partners.

Task 6: Sourcing and matching funding:

The implementing agent should source funding from government development grants and relevant sectoral education and training authority (SETA) for the implementation of JET initiatives within and around the three power stations.

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

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction/register and compensation events	As and when required ____	MS Teams	Employers' agent, consultant and all relevant stakeholders
Pre-inaugural meeting	One week after the is contract signed	Eskom MWP	<i>Employers' agent, consultant and all relevant stakeholders</i>
Inaugural meeting	After safety and environmental files have been assessed and approved	Eskom MWP	Employers' agent, consultant and all relevant stakeholders
Overall contract progress and feedback	Bi- weekly	M S Teams	Employers' agent, consultant and all relevant stakeholders

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

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

3.2 Consultant's key persons

Item	Resources	Summary of Role	Qualification	Min Years' Experience
1	Project Manager	A Project Leader working on a development project is responsible for managing all aspects of the project from inception to completion, ensuring that project goals are met and delivered on time, within budget, and to the required quality standards. The Project Leader must be able to provide overall leadership and direction to the project team, including Eskom staff, consultants, contractors, and project partners.	The Project Manager must have strong leadership and project management skills, as well as excellent communication and interpersonal skills. A bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits in a relevant field such as business, engineering, or public administration is usually required, as well as extensive experience managing large and complex projects. In addition, experience working in a development context, particularly with the World Bank or other international development organizations, is highly desirable.	5 Years
2	Enterprise Development Expert	An Enterprise Development Expert working on a development project is responsible for providing technical advice, guidance, and support to project teams and project beneficiaries on enterprise development strategies and initiatives. The Enterprise Development Expert works to support the development and growth of small and medium-sized enterprises (SMEs) in emerging economies, and to promote job	The Enterprise Development Expert must have a strong background in business development, entrepreneurship, or related fields. A Bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits, in business administration, economics, or a related field is usually required, as well as extensive experience working with SMEs in a development context. In addition, the Enterprise Development Expert must be able to work effectively with diverse stakeholders, have excellent communication and interpersonal skills, and be able to think creatively and develop innovative solutions to enterprise development challenges.	10 Years

Item	Resources	Summary of Role	Qualification	Min Years' Experience
		creation and economic growth.		
3	Socio-economic Expert	A Socio-economic Expert working on a development project is responsible for providing technical expertise on socio-economic development issues and supporting the development and implementation of social and economic development programs. The Socio-economic Expert plays a critical role in assessing the socio-economic impacts of development interventions and ensuring that projects are designed and implemented in a way that maximizes positive socio-economic outcomes.	The Socio-economic Expert must have a strong background in economics, sociology, or a related field, and extensive experience working in a development context. A bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits in a relevant field is usually required, as well as excellent analytical, research, and communication skills. In addition, the Socio-economic Expert must have a good understanding of social and economic development issues and be able to work collaboratively with diverse stakeholders to develop effective solutions to complex socio-economic challenges.	10 Years
4	Stakeholder engagement expert	A stakeholder manager working on a development project is responsible for undertaking and coordinate stakeholder management for the project. Building, monitoring and maintaining constructive relationships with both their internal and external stakeholders, as well as to listen to and understand the needs of their key stakeholders and neighboring communities. Establishing and formalizing partnerships with relevant institutions to support the implementation of project activities. Alignment of the project values and deliverables with those of key stakeholders will contribute towards reducing organisational risks and maximising opportunities.	The Stakeholder engagement expert must have A Bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits in a relevant field such as stakeholder engagement, community liaison, public engagements or public administration is usually required, as well as extensive experience stakeholder management and communication. Expert must be able to work effectively with diverse stakeholders, have excellent communication and interpersonal skills, and be able to think creatively and develop innovative solutions to stakeholder needs.	10 Years

Item	Resources	Summary of Role	Qualification	Min Years' Experience
		Providing strategic internal and external communication services		
5	Community skills developer / facilitator (This role can combine with the one below)	A Community Skills Development Trainer and/or Facilitator working on a development project is responsible for designing, developing, and delivering training programs to build the skills and knowledge of community members to support the project's goals. The Community Skills Development Trainer and/or Facilitator plays a critical role in empowering communities to participate in and benefit from project activities.	The Community Skills Development Trainer and/or Facilitator must have a strong background in training and development, with A Bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits in education, community development, or a related field. In addition, the Community Skills Development Trainer and/or Facilitator must have experience in designing and delivering training programs in a community development context. Excellent communication, facilitation, and problem-solving skills are also essential for success in this role.	5 Years
6	Community Liaison Expert (This role can combine with the one above)	A Community Liaison Expert working on Development projects is responsible for facilitating communication and collaboration between the Project and local communities affected by Development-supported projects. The role of the Community Liaison Expert is to build trust and engage with communities to ensure that their needs and concerns are taken into account during project planning and implementation.	The Community Liaison Expert must have strong communication, facilitation, and relationship-building skills, as well as experience working with local communities in a development context. A bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits in a relevant field such as social sciences, development studies, or community development is usually required. In addition, knowledge of local cultures, languages, and customs is highly desirable, as well as experience working in multicultural environments.	10 Years
7	Information Technology (IT) Officer	An Information Technology (IT) Officer working on Development projects is responsible for providing technical support and ensuring the effective use of technology in project design, implementation, and monitoring. The IT Officer will work closely with project teams to develop and implement technology solutions that improve project	The IT Officer must have a strong technical background in information technology, as well as excellent problem-solving and communication skills. A national diploma at NQF6 with 360 credits in computer science, information technology, or a related field is usually required. In addition, experience working on technology projects in a development context is highly desirable, as well as experience working in multicultural environments. The IT Officer must also be familiar with relevant industry standards, such as ISO 27001, and be able to apply these	5 Years

Item	Resources	Summary of Role	Qualification	Min Years' Experience
		performance and efficiency.	standards to ensure the security of project data.	
8.	Monitoring and evaluation (M&E)	A Monitoring and Evaluation (M&E) Expert working for the Project is responsible for leading and managing the design, implementation, and monitoring of evaluation frameworks and programs for development projects and programs. The M&E Expert will work closely with project teams and other stakeholders to ensure that the projects and programs achieve their intended outcomes and have a positive impact on target populations.	The M&E Expert must have a strong analytical background and excellent communication skills, as well as experience working in the development sector. A bachelor's degree /B Tech /advanced diploma/national higher diploma at NQF7 with 360 credits, in a relevant field such as economics, social sciences, or statistics is usually required. In addition, experience with monitoring and evaluating projects or programs and working with project teams in an international development context is highly desirable.	5 years

3.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Consultant* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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

3.4 Documentation control and retention

3.4.1 Identification and communication

- All correspondence is to be addressed to the employer's agent with the sequential numbering system.
- Properly compiled letters on official company letter head or forms attached to an email and not as a message in an email itself.

3.4.2 Retention of documents

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Scope. the consultant must submit all documentation within 6 months after the services completion date.

3.5 Records and forecasting of expenses

As per clause 21.4 Option G: The *Consultant* prepares forecasts of the total task order charge and expenses at intervals no longer than 4 weeks and submit to the employer

3.6 Invoicing and payment

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

- The price of each completed, assessed and approved task
- Detailed assessment report including project progress
- Updated cost projection

The *Consultant* shall address the tax invoice to employer's agent and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508; (please note: Eskom's name should reflect as Eskom Holdings SOC Limited on all tax invoices.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; less amounts to be paid by or retained from the consultant for e.g. penalties.

3.7 Contract change management

No change to this contract unless provided for by the conditions of contract, has effect unless it has been agreed, confirmed in writing and signed by the parties.

3.8 Inclusions in the programme

a comprehensive and fully detailed programme is to be submitted within seven (7) days after the inaugural meeting and should be in MS Project format, indicating all milestones and critical dates. This program must first be approved by the Employer's Agent and must be updated fortnightly or as requested by the Employer's agent.

The following dates must be clearly reflected on the programme:

Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All the relevant significant task/milestones shall be shown in order to monitor the progress.

3.9 Quality management

3.9.1 System requirements

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

3.9.2 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

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

3.10.1 *Employer's* purpose for the material

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. the consultant obtains from a subconsultant equivalent rights for the Employer to use material prepared by the subconsultant.

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

The consultant use the material provided for this contract only, unless otherwise stated in the scope.

3.10.3 Transfer of rights

The Employer owns the Consultan's rights over material prepared for this contract by the Consultant except as stated otherwise in the scope. The Consultant obtains other rights for the Employer as stated in the Scope and obtains from a Subconsultant equivalent rights for the Employer over the material prepared by the Subconsultant. The consultant provides to the Employer the documents which transfer these rights to the Employer. These are progress and final reports; plans.

3.11 Management of work done by Task Order

That Task Orders will be prepared in the format stated in an Annexure attached to the Scope
What the basis or formula will be for calculation of delay damages for a Task Order (if required).
How expenses for a Task will be assessed and managed.

3.12 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.]

3.13 Procurement

3.13.1 BBBEE and preferencing scheme

Specify constraints which *Consultant* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.13.2 Other constraints

Delete if not required or state any other constraints that may be applicable to people employed by the *Consultant* and change the heading to suit the subject matter.

3.13.3 Preferred subconsultants

PSC3 does not make use of nominated subconsultants but the *Employer* may list which subconsultants or suppliers the *Consultant* is required to enter into subcontracts with. This is usually only required where very specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

3.13.4 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Consultant* is to prepare subcontract documentation, whether use of the NEC3 system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

3.13.5 Limitations on subcontracting

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

3.13.6 Attendance on Subconsultants

State requirements for attendance on Subconsultants, if any

3.14 Correction of Defects

First read clause 41.2 and if any particular additional constraints are required when correcting Defects, state them here. Otherwise delete this heading.

3.15 Working on the *Employer's* property

This part of the Scope addresses constraints, facilities, services and rules applicable to the *Consultant* whilst he is doing work on the *Employer's* property. Delete this section if not applicable.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering consultants need to allow for in their prices, and the *Consultant* has to comply with. State these or similar requirements here. In addition to the above there may be other restrictions once on the site.

3.15.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Subconsultants. State that the *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

3.16 Cooperating with and obtaining acceptance of Others

N/A

3.17 Things provided by the *Employer*

3.18 Cataloguing requirements by the *Consultant*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Consultant* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).