



## NEC3 Professional Services

# Short Contract (PSSC3)

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

and

for **Provision for professional services to develop the Eskom Factor 3.0 Report**

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Documentation prepared by:

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Provision for professional services to develop the Eskom Factor 3.0 Report

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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) one hundred and eighty-four thousand rands	

(\*) If the work is to be paid for on a time charge basis, state “**Not applicable; paid on time charge basis**”

This Offer may be accepted by the Client by signing the form of Acceptance overleaf 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 Client identified below accepts the tenderer's Offer. In consideration thereof, the Client 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 Client 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: The Scope

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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Client (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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Client**

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sunninghill, Johannesburg

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

**Note:** If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Client 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 Client 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 *Consultant*

### For the *Client*

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

\_\_\_\_\_

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Eskom Holdings SOC Ltd, Megawatt Park,  
Maxwell Drive, Sunninghill, Johannesburg

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Client*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Client</i> is (Name):	Eskom Holdings SOC Ltd (Reg No. 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
	E-mail address	
11.2(6)	The <i>services</i> are	Provision for services to develop the Eskom Factor 3.0 Report
11.2(7)	The Scope is in	the document called 'C3.1 The Scope' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	
11.2(2)	The <i>completion date</i> is.	Twelve (12) months after start date
12.2	The <i>law of the contract</i> is	Not Applicable
13.3	The <i>period for reply</i> is	2 weeks
41.1	The <i>defects date</i> is	4 weeks after Completion
50.1	The <i>assessment day</i> is the	Monthly- 30 <sup>th</sup> of each month.
50.3	[Delete this row if work is NOT to be carried out on a time charge basis]	Work is to be carried out on a time charge basis
50.5	The <i>delay damages</i> for late Completion are	Not applicable
51.1	If the period for payment is not four weeks [Delete this row if the period for payment is 4 weeks]	The period for payment is 30 days
51.2	If a rate less than 0.5% per week of delay has been agreed	Not applicable
82.1	The Consultant's total liability to the Client for matters for which insurance is provided is limited to	Not Applicable
	The Consultant's total liability to the Client for other matters is limited to	Not Applicable
93.1	The <i>tribunal</i> is:	arbitration.

The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
The place where arbitration is to be held is	South Africa
The person or organisation who will choose the arbitrator if the Parties cannot agree a choice is:	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

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**The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013)<sup>1</sup> and the following additional conditions:**

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**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.

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<sup>1</sup> Can be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see [www.ecs.co.za](http://www.ecs.co.za)).

- 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 *Consultant* 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 *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

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

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, 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

### Z 12 .1 Replace condition of contract 81 with the following:

#### Insurance cover 81

- 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 [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
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><b><u>Loss of or damage to property:</u></b> 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><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	Commercial and business to determine [Delete this note after inserting]
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	Commercial and business to determine [Delete this note after inserting]

81.3 The *Client* provides the insurances in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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.

<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.

## Data provided by the *Consultant* (the *Consultant's Offer*)

The tendering consultant is advised to read both the NEC3 Professional Services Short Contract (April 2013) and the relevant parts of its Guidance Notes (PSSC3-GN)<sup>2</sup> 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 page 26 of the PSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Consultant</i> is (Name):		
	Address		
	Tel No.		
	Fax No.		
	E-mail address		
The <i>Consultant</i> offers to Provide the Services in accordance with the <i>conditions of contract</i> for an amount to be determined in accordance with the <i>conditions of contract</i>			
22.2	The name, job, qualifications and experience of <i>Consultant's</i> key people are in		
50.3	The <i>staff rates</i> are		
	Person or Job	Unit of measure	Rate
	Project Manager		R
	Consultant		R
	Analyst		R
	Travelling Km	<b>Kilometres</b> <i>To be in accordance to National Treasury's directive</i>	R
	People not stated here are at open market or competitive tendered rates		
11.2(5)	The offered total of the Prices is:	R	<b>excluding VAT</b>
	[Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'.]:	R	<b>Inc VAT</b>
			<b>excluding VAT</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za) .

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Client* or the tendering consultant.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
- If the *Consultant* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

## C2.2 Price List

The Price List is as follows:

Item no.	Description	Unit	Expected quantity	Rate	Price
1.1	Define the framework & Key Performance Indicators (KPI's): <ul style="list-style-type: none"> <li>- Review and update the existing methodology</li> <li>- Set the scope of the overall assessment</li> <li>- Determine the relevant indicators</li> </ul>	Each	1	R	R
1.2	Collect data <ul style="list-style-type: none"> <li>- Arrange meetings and prepare presentations</li> <li>- Collect, consolidate, and store data</li> </ul>	Each	1	R	R
1.3	Contextualise, measure impact & compare against Eskom Factor 2.0 goals <ul style="list-style-type: none"> <li>- Assess and benchmark Eskom's performance</li> <li>- Measure Eskom's impact</li> </ul>	Each	1	R	R
1.4	Identify an external review panel <ul style="list-style-type: none"> <li>- Prepare a Terms of Reference &amp; NDA's</li> <li>- Collate inputs</li> </ul>	Each	1	R	R
1.5	Develop and communicate the report <ul style="list-style-type: none"> <li>- Develop Eskom Factor 3.0 report</li> <li>- Develop Power point presentations</li> <li>- Prepare media statement releases, print media, social media platforms etc.</li> </ul>	Each	1	R	R
<b>The total of the Prices is (excluding VAT):</b>					R

## C3: Scope of Work

### C3.1 The Scope

#### **Provision for professional services to develop the Eskom Factor 3.0 Report**

##### **1. Purpose of the services**

A consulting group or agency is required to support and assist Climate Change and Sustainable Development Department (CCSD) to execute the Eskom Factor 3.0 project for 2024.

##### **2. Description of the services**

The CCSD will be the accountable department but will require assistance and information from the business at large. The consulting group will be required to:

###### Define the framework

- Review and update the methodology adopted for the Eskom Factor 2.0 based on the World Business Council for Sustainable Development (WBCSD) framework specially for Eskom's context
- Set the scope of the overall assessment – define the geographical scope and identify the departments and Business Units (BU's) to include

###### Define Key Performance Indicators (KPI's)

- Determine the relevant indicators based on internally collected and reported information – 224 indicators were used in the Eskom Factor 2.0
- Determine pillars and sub pillars aligned to Eskom's strategic objectives – eight pillars of influence were identified in the Eskom Factor 2.0

###### Collect data

- Support CCSD in arranging meetings and presenting the Eskom Factor 3.0 objectives, deliverables etc. to management
- Collect all the relevant data from across the business
- Consolidate all data and store data on SharePoint

###### Contextualise and measure impact

- Assess Eskom's performance across metrics, using Eskom internal data trends from FY18 to FY23
- Benchmark Eskom's performance against relevant peer groups (e.g., leading South African companies and global utilities)
- Assess Eskom's contribution to South African development agenda, primarily against the objectives and targets laid out in the National Development Plan (NDP)
- Measure Eskom's impact – rate each indicator as positive, negative or a mix of both positive and negative, then assess each pillar overall

###### Compare against goals

- Assess how Eskom has performed against the proposed improvement areas in the Eskom Factor 2.0 Report
- Identify key areas of improvement for the Eskom Factor 3.0 report

###### Identify an external review panel

- Prepare a Terms of Reference (TOR) for the external review panel
- Support CCSD in the identification of members to form the external review panel
- Prepare a non-disclosure agreement (NDA) and formal invitations
- Collate written inputs, comments, and suggestions on the content of the draft Eskom Factor 3.0 report



#### Develop and communicate the report

- Develop a comprehensive Eskom Factor 3.0 report that is visually rich and professional looking with added graphics and images and less wording
- Develop a polished standard power point presentation for internal and external use
- Print hard copies of the Eskom Factor report to be shared with stakeholders
- Support CCSD in communicating the Eskom Factor externally via media statement releases, print media, social media platforms etc.
- Support CCSD in planning of Eskom Factor 3.0 Launch in 2024

### 3. Existing information

The Eskom Factor 1.0 and 2.0 Reports.

### 4. Specifications and standards

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b><u>Technical specifications:</u></b>		

### 5. Constraints on how the *Consultant* is to Provide the Services

#### 5.1 Sequence, timing, method and conduct of work

The consultants will be required to:

- Define the framework
  - Define Key Performance Indicators (KPI's)
  - Collect data
  - Contextualise and measure impact
  - Compare against Eskom Factor 2.0 goals
  - Identify an external review panel
- Develop and communicate the report

#### 5.2 SHEQ Requirements

Refer to attached SHEQ folder.

### 5.3 Resolution of disputes by adjudication

If a dispute cannot be settled between the *Client* and the *Consultant* within 30 days of notification by either Party to the other, then either Party may refer the dispute for decision by an Adjudicator before any reference of the matter to the *tribunal* in terms of this contract.

The Adjudicator is chosen by the Party wishing to refer a matter to him from the ICE-SA List of NEC Adjudicators<sup>3</sup>. The Parties conclude a NEC3 Adjudicator's Contract (April 2013) with the chosen Adjudicator within 7 days of the selection.

The matter is then referred and decided by the chosen Adjudicator as though the matter had been referred to him in accordance with Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3). The chosen Adjudicator acts in the role of the *Adjudicator* in PSC3 and the Parties in this contract act as though they were the *Employer* and the *Consultant* respectively in Option W1 of the PSC3 (April 2013).

### 5.4 Meetings

- Inception meeting to be held before project commences.
- Project progress meetings to be held as and when required.

### 5.5 Use of standard forms

Not applicable

### 5.6 Invoicing and payment

In terms of core clause 50.1 the *Consultant* assesses the amount due and applies to the *Client* for payment. The *Consultant* applies for payment with a tax invoice addressed to the *Client* as follows:

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The *Consultant* includes the following information on each tax invoice:

- Name and address of the *Consultant*
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Client's* VAT registration number;
- The total Price for *services* provided to date which the *Consultant* has completed;
- Other amounts to be paid to the *Consultant*;
- Less amounts to be paid by or retained from the *Consultant*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Consultant* attaches the detail assessment of the amount due to each tax invoice showing the Price for *services* provided to date for each item in the Price List for work which he has completed.

### 5.7 BBBEE and preferencing scheme

Refer to the Invitation to tender document.

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<sup>3</sup> ICE-SA is a joint Division of SAICE and the ICE (London). See [www.ice-sa.org.za](http://www.ice-sa.org.za) for the List of NEC Adjudicators.

**5.8 Facilities to be provided by the *Consultant***

Not applicable.

**5.9 Cataloguing Requirements by the *Consultant***

Not applicable.

**6. Requirements for the programme**

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

**7. Information and other things provided by the *Client***

Item	Date by which it will be provided