



NEC3 Professional Services Contract (PSC3)

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

and

**for The Provision of Strategic Management Consulting
and Professional Advisory Services Panel for Eskom
Holdings SOC Ltd for a period of five (5) years**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Provision of Strategic Management Consulting and Professional Advisory Services	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[03]
C1.2a	Contract Data provided by the <i>Employer</i>	[11]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[13]
C1.3	Securities pro-forma	[0]

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Strategic Management Consulting and Professional Advisory Services Panel for Eskom Holdings SOC Ltd for a period of five (5) years

The tenderer, identified in the Offer signature block, has

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		

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)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options	G: Term contract W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X7: Delay damages X9: Transfer of rights X10: <i>Employer's Agent</i> X11: Termination by the <i>Employer</i> X18: Limitation of liability Z: <i>Additional conditions of contract</i>
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
11.2(9)	The <i>services</i> are	The Provision of Advisory Services for Strategy & Planning
11.2(10)	The following matters will be included in the Risk Register	As per Task Order
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	One (1) week except stated otherwise		
13.6	The <i>period for retention</i> is	Five (5) year following Completion or earlier termination.		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	As per Task order	On Task start date
3	Time			
31.2	The <i>starting date</i> is.	TBC on award		
11.2(3)	The <i>completion date</i> for the whole of the services is.	TBC on award		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
			Availability of key resources	Task order duration.
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One week (1) of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Two (2) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	Four (4) weeks of the Contract Date.		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.		
5	Payment			
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	
		Refer to the Pricing Data in C2.2		
51.1	The period within which payments are made is	30 days after receipt of invoice for QSE and Generic suppliers, and 14 days for EME suppliers		
51.2	The <i>currency of this contract</i> is the	South African Rand		

51.5	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest charged by the Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
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	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Four (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 Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	CPI as published by Statistics SA.
X1.1	The index is	CP Headline index (Table B2)
	The staff rates are	Fixed and firm for a period of twelve (12) months and are not variable with changes in salaries paid to resources.
X2	Changes in the law	
X2.1	The law of the project is	The Law of the Republic of South Africa.
X7	Delay damages	
X7.3	Delay damages for late Completion of the whole of the <i>services</i> are	The Consultant pays delay damages at the rate of 0,1% of Task order value per day up from the Task Completion Date until Task Completion.
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:	

	Address	Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	The authority of the <i>Employer's Agent</i> is	All actions by the <i>Employer</i> stated in this contract
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	Five years after Completion of the whole of the services/task order. The <i>Consultant</i> should provide insurance against or indemnity Eskom against any incident which might lead to death, injury or any financial loss or liability arising out of or in the course of their employment relating to this contract
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	means a Committing Party unlawfully or illegally destroying, falsifying, altering or

Action 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 <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. Eskom Insurance & Legal departments	Commercial and business to determine - Eskom Insurance & Legal departments
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></p> <p>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>	Commercial and business to determine - Eskom Insurance & Legal departments.

	Bodily injury to or death of a person: The amount required by the applicable law.	
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 - Eskom Insurance & Legal departments

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.

Z15 Supplier Development Localisation and Industrialization (SDL&I)

The SDL&I commitments for this contract will be the following:

SDL&I Objectives in line with Reconstruction and Development Program (RDP) Goals

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components

as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target
	100%

2.1 Subcontracting to entities with a minimum 51% black ownership

Subcontracting for this transaction is not mandatory, however it's encouraged that the winning tenderer should procure/spend from designated groups on the following paid invoices for both:

- Indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier
by designated groups, and
- Direct spend on goods and services supplied by the sub-suppliers for the execution of the
scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	5.0%	
Black Women Owned	4.0%	
Black Youth Owned	3.0%	
Black Persons with Disability	1.0%	

- 3. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

4. Skills development

The Professional Service Provider shall achieve in the performance of the Contract skills development Goals (CSDG) established in the CIDB Standard for Developing Skills through infrastructure Contracts, Published in Gazette Notice No.48491 of 28 April 2023.

Tenderers are required to propose against the following training initiatives.

Skills Type	Eskom Target
Skill Development within (PSCM) e.g Material Management, Procurement, Risk and Governance, Quality, Environmental, Safety, Transport, Finance, Localisation and Industrialization.	

The successful tenderer will be obligated to train **1** candidate for every **R4 Million** accumulated through invoices paid to the service provider; this obligation will be for the duration of the contract however a supplier needs to demonstrate positive progress on a quarterly basis.

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

The winning tenderer will be requested to submit an Implementation plan within 30 days of signing the contract.

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

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations

As security for the fulfilment of SDL&I obligations, Eskom will apply a penalty of 2.5% on invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quart failure to meet the SDL&I obligations in this contract. The retained amounts shall only be relk to the contractor upon:

- The tenderer will be expected to submit their performance reports on a quarterly towards SDL&I obligations.
- SDL&I will assess the submitted performance report against the Implementation plan issue a compliance report.
- Should the report yield non-compliance results, Eskom will retain the 2.5% penalty.
- Should the compliance results be positive, Eskom will release the retained funds to tenderer.



C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

Clause	Statement	Data	
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.		
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:		
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	TBC on award	
11.2(10)	The following matters will be included in the Risk Register	As per Task order	
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	As per Task order	As per Task order
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to As per Task order	access date As per Task order duration

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
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	1
C2.2	<i>Staff rates and expenses</i>	1

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 and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> 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 and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
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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

Pricelist will be determined during the Mini Tendering/RFQ Phase.

C3.1: EMPLOYER'S SCOPE

BACKGROUND

Globally and locally, the energy sector is transforming, driven by fundamental shifts in policy, technology, economic, and environmental demands. The industry is evolving from a predictive, vertically integrated model that is based on centralised generation flowing in a single direction that leverages economies of scale towards a decentralised, modular model based on a bidirectional flow of power.

The most significant of these is the shift towards greener, cleaner technologies, which aims to reduce overall emissions in line with South Africa's commitment to the Paris Agreement.

Additionally, the Department of Public Enterprises Eskom roadmap has pronounced the unbundling of Eskom into three entities: Generation, Transmission, and Distribution. The immediate priority is to create separate entities under Eskom Holdings responsible for the different functions. Starting with the creation of a transmission entity as a wholly owned subsidiary of Eskom, which will set the electricity sector on a new path. The passing of the ERA Amendment Bill by the National Assembly marks a significant milestone in transforming the electricity sector. Bill introduces significant reforms in the ESI that promote a competitive electricity market and provides market rules for various parties in the generation, transmission and distribution of electricity. This development signals the imminent transformation of the electricity supply industry, facilitating the entry of more players into the generation sector and empowering consumers to select their preferred energy suppliers. By fostering competition and efficiency among multiple electricity generators, this legislation promises to reshape the landscape of the electricity supply sector. Upon the commencement of trading by the NTCSEA, an independent market will emerge, fostering increased participation, competition, and efficiency in the electricity supply industry.

The draft IRP 2023, designed to improve electricity security of supply by balancing supply with demand while factoring in environmental concerns and overall supply costs. The updated IRP 2023 injects much needed certainty into the electricity industry's planning landscape, enabling Eskom to refine its long-term planning outlook.

Like other utilities, Eskom must keep abreast of developments and evolve to remain sustainable in the future industry. The role of Strategy & Planning (S&P) is to assist Eskom in navigating these developments and ensure that the strategic direction of the business adapts to this changing environment to maintain its operational and financial sustainability.

To ensure that our plans are flexible and adaptable to the evolving or dynamic Global and ESI outlook, the business is enlisting the services of strategy and management consulting and professional services for a period of five (5) year.

The panel's objectives will include conducting an ongoing review of strategy related activities, with a particular focus on special projects that are deemed necessary at a given moment to address pain points against best practices and offer recommendations on gaps that are identified.

FULL DESCRIPTION OF THE SCOPE

The scope of the work will vary based on the business needs at a point in time. The panel's service providers must be qualified to offer the advisory and consulting services in the following focus areas to achieve objectives in line with this panel, including but not limited to:

- Strategic, business and management consulting work related to benchmarks on the energy industry trends and outlooks, inclusive of coal, renewable energy, gas, and nuclear capacity.
- Develop view of market share aspirations and provide assurance regarding capabilities to deliver future products and services, develop funding models for major projects and municipal debt resolution solutions.
- Financial analysis, business case development, advanced analytics, financial scenario planning models and artificial intelligence.
- Advisory services for best practice frameworks on the utilisation of intelligence from the internal and external environment to support strategic decision making across the business.
- Thought leadership and management consulting services for the executive team including required analysis for decision making.
- Assistance with commercial and non-commercial classification of business and potential structures to deliver on the social mandate.
- Development of initiatives with quantifiable measures and appropriate tracking system.
- Review current strategy framework against best practice framework and provide proposals on identified gaps.
- Review of current strategy formulation and business processes including validity of strategic objectives and direction.
- Review the current strategy against the business strategic direction and propose solutions for identified gaps.
- Consulting services to help analyse and redefine strategies, to improve the efficiency of business operations and to optimize technical performance.
- Developing communication strategies and appropriate content to enhance strategy communication.
- Advisory services for Eskom divisional business models (including operating models) with particular focus on the reviewing of Eskom divisional business models against international unbundled utilities (benchmarks), financial modelling of the Eskom divisional business models to determine divisional financial sustainability, review of possible competing areas and areas of collaboration (leveraging each other's capabilities, economies of scale) between the divisions, modelling of the current and potential future market share for each of the divisions, both in SA and SADC region and identification of opportunities for additional revenue streams, both in SA and the African continent, in particular, but not exclusively SADC region.

- Operational matters, which aims at the integration of business solutions through Business Process re-engineering, customer/supplier relations management, turnaround/cost reduction and purchasing & supply management as well as advise on outsourcing.
- Capability building programme to develop problem-solving capability skills using best practice information, tools, systems, processes, and new technologies.
- Strategic services to improve the long-term, strategic health of a company; strategic planning development; mergers & acquisitions; sales; corporate and divisional strategy objectives and communications.

Project Management and Change Management for the application of knowledge, skills, tools and techniques to a broad range of activities related to strategy planning, execution and translation.

TASK ORDER SELECTION PROCESS

Based on the nature of works the employer will issue a request for quotations from either one of the panels. Suppliers are to submit task specific quotations and from the quotations received the employer will review the submissions against the task order requirements and arrive at a decision of award based on compliance to requirements and the 90/10 (Price/B-BBBEE) or 80/20 (Price/B-BBEEE) preference point system.

The employer in line with the objective criteria reserves the right to not award to the highest scoring supplier to drive either his transformation objectives, equitable work distribution objectives or any other objective the organisation might deem fit.

Constraints on how the *Consultant* Provides the Services. Management meetings

The *conditions of contract* (e.g. Clause 15.2) and other sections of this Scope may require that a meeting be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *services*, it is probably beneficial for the *Employer's Agent* to hold a weekly risk register meeting (Clause 15.2). This could be used to discuss compensation events, sub consulting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. The following text could be used as a model for this section:

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:
Progress review: To review progress and upcoming activities (look-ahead) as well as identify any risks and challenges to the objectives of the review	Monthly at a time and interval to be determined by the Employer's Agent	Megawatt Park/ any Eskom site/as advised	<ul style="list-style-type: none"> • Employer's Agent or delegated personnel • Consultant(s) • Other personnel determined by the Employer's Agent
Overall contract progress and feedback <ul style="list-style-type: none"> • Review of contract performance • Review of deliverables against the programme to assess payment due 	Monthly on a day and time to be determined by the Employer's Agent	Megawatt Park/ any Eskom site/as advised	<ul style="list-style-type: none"> • Employer's Agent, Consultant and any other personnel determined by the Employer's Agent
Review of any other arising issues	As and when required	Megawatt Park/ any Eskom site/as advised	<ul style="list-style-type: none"> • Employer's Agent, Consultant and any other personnel determined by the Employer's Agent

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.

Consultant's key persons

State any additional constraining requirements on *Consultant's key persons* over and above those already stated in clause 22.1 or in the Contract Data. Such as need to notify contact details, leave and mentoring requirements where applicable. This section could be used to solicit an organogram from the *Consultant* showing his people and their lines of authority / communication. This would be essential if the *Consultant* is a Joint Venture.

1 Transfer of skills

The Consultant is expected to transfer skills as tabulated below:

Domain	Skills to be transferred	Skill required	Medium of skills transfer	Sustainability document to be produced

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

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 *Consultant's key persons*

The Consultant is required to nominate a senior partner or associate who will have overall responsibility for the project and other senior personnel responsible for the execution of the project. No change may be with the approval by the Employer's Agent. The Consultant is required to submit an organogram showing the key persons and their lines of authority and communication.

4 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.

5 Documentation control and retention

6 Identification and communication

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. The documents should be named as follows: `yyyymmdd_description_v0`, 1, etc. (v = version).

7 Retention of documents

The time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data. The documents produced in the course of the contract remain the property of Eskom.

The service provider conducting the independent review must assure that all information and data shared with them will be treated with the utmost confidentiality. The service provider will be expected to sign a non-disclosure agreement to protect sensitive information during and after the review process.

8 Invoicing and payment

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

- Number of consultants
- Level (senior, junior) of consultants
- Rate per hour
- Number of hours worked

- Description of the work done
- The documents related to the invoice issued

The *Consultant* shall address the tax invoice to Makungu Nkuna and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- The Purchase order
- *Consultant's* VAT registration number;
- Goods Receipts number
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- *Consultant's* bank account details to which payment is to be made

The invoice shall be submitted to the Employer's Agent for review and processing in accordance with the applicable Eskom procedures and contractual terms and conditions.

9 Inclusions in the programme

As per clause 31 of NEC PSC3 document

10 Quality management

11 System requirements

The Consultant shall be certified in accordance with the requirements of ISO 9001 standard. The Consultant is required to adhere to ISO 9001 quality system requirements in executing the review, and ensuring quality in design, administration and reports.

12 Information in the quality plan

The Consultant shall provide proof of certification in relation to their quality management system.

13 The Parties use of material provided by the Consultant

Employer's purpose for the material

The Employer will primarily use the material provided by the Consultant to decide on an appropriate Eskom operating model and as a reference point to inform any future decisions.

14 Transfer of rights if Option X 9 applies

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract

15 Health and safety

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

The *Consultant* shall comply with the health and safety requirements contained in Annexure _____ to this Scope.

16 Procurement

17 B-BBEE and preferencing scheme

The Consultant shall maintain or improve the B-BBEE Level of contribution's status with which it was awarded the Contract. Should the Consultant's B-BBEE Level of contribution's status be lowered, then the Consultant must inform the Employer with five (5) working days of receiving or knowing about the results of the verification. Then the Employer shall provide the Consultant with a grace period of sixty days (60) days to restore the status quo ante.

18 Working on the Employer's property

The Employer shall provide a working space to the Consultant when working on site. The Consultant shall conform to the Eskom safety, health, access control, security and any other requirements on entering the Employer's premises.

19 Employer's entry and security control, permits, and site regulations

The Consultant shall at all times comply with the health and safety requirements prescribed by law as they may apply. In addition, the Consultant shall conform to the Eskom safety, health, access control, security and any other requirements on entering the Employer's premises.

The Consultant shall at all times comply with the health and safety requirements prescribed by law as they may apply. In addition, the Consultant shall conform to the Eskom safety, health, access control, security and any other requirements on entering the Employer's premises.

20 People restrictions, hours of work, conduct and records

The Consultant shall inform the Employer's Agent in writing of consultant reporting to Eskom premises for work, meetings, etc. and keep timesheet record of same which shall be made available to the Employer's Agent. The consultants shall comply with the Eskom policies and processes related but not limited to safety, security, and any other requirement while at the Eskom premises.

21 Cooperating with and obtaining acceptance of Others

In the event work being done by Others on the project is dependent on or related to the Review, the interface and sequence of such works and the Review should be such that the least interference possible will result to the Consultant and to Others and such sequence is determined by the Employer's Agent. Cooperation is required between the Consultant and Others to ensure the timely completion of the Review.

As may be required from time to time or as per statutory requirements, the Consultant will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

22 Things provided by the Employer

The consultant shall be provided with the information required to perform the review. The provision of this information does not relieve the Consultant of their responsibility to verify the information that will be used as a basis for their review. Such information, and results of its analysis, shall remain the property of Eskom and shall not be disclosed to any other party without the expressed permission of the Employer's Agent.