



NEC3 Professional Services Contract (PSC3)

Contract between

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

and

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

for

The provision of Conservation Non-Government Organization (NGO) for avifaunal technical and strategic support to the Generation Division in the Ingula Partnership for a period of 5 (five) years.

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CONTRACT No.

[Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	The provision of Conservation Non-Government Organization (NGO) for avifaunal technical and strategic support to the Generation Division in the Ingula Partnership for a period of 5 (five) years.	No of pages
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C1.1 Form of Offer & Acceptance

Offer

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

The provision of Conservation Non-Government Organization (NGO) for avifaunal technical and strategic support to the Generation Division in the Ingula Partnership for a period of 5 (five) years.

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	Rate based
Value Added Tax @ 15% is	Rate based
The offered total of the Prices inclusive of VAT is	Rate based

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
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1	N/A	N/A
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

Name &
signature
of witness

Date

(Insert name and address of organisation)

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	N/A
11.2(9)	The <i>services</i> are	The provision of Conservation Non-Government Organization (NGO) for avifaunal technical and strategic support to the Generation Division in the Ingula Partnership for a period of 5 (five) years.
11.2(10)	The following matters will be included in the Risk Register	TBC

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

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	1 week
13.6	The <i>period for retention</i> is	5 years following Completion or earlier termination.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 All necessary areas that the <i>Consultant</i> needs to gain access to in order to perform the required services.	02 March 2026 – 01 March 2031

3 Time

31.2	The <i>starting date</i> is.	02 March 2026		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	01 March 2031 Five (5) years from the starting date		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Progress reporting on key deliverables.	Monthly
		2	Assessment and invoicing.	Monthly/ Quarterly
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Four (4) weeks 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	Two (2) weeks of receiving a request from the Employer's Agent.
42.2	The <i>defects date</i> is	Fifty two (52) weeks after Completion of the whole of the services.

5 Payment

50.1	The <i>assessment interval</i> is	On completion of deliverables or 25 th day after receipt of a tax invoice	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount

		Referenced in the Rate based Pricing Schedule, Part C2.2
51.1	The period within which payments are made is	Thirty (30) days from date of receipt of an invoice.
51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest charged by [•] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due, and 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
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

8.1.1a Event - Liability for failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*

8.1.1b Cover - Whatever the

Consultant deems necessary in respect of each claim, without limit to the number of claims

8.1.1c - For period following

Completion of the whole of the *services* or earlier termination - See Notes to Consultants in Annexure A

8.1.2a Event - death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property arising from or in connection with the *Consultant's* Providing the *Services*.

8.1.2b Cover - Whatever the *Consultant* deems necessary in respect of each claim, without limit to the number of claims

8.1.2c - See Notes to Consultants in Annexure A

8.1.3a Event - death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

8.1.3b Cover - As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Consultant's* common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims

8.1.3c - As *Consultant* deems necessary

82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Twelve (12) 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	Gauteng Province in South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation									
X1.1	The index is The staff rates are	Consumer Price Index (CPI) as published by Statistics South Africa Contract Price Adjustment (CPA) will be effective after 16 (sixteen) months from base date which is one month prior tender closing. <table><tr><th>Index</th><th>Proportion (%)</th></tr><tr><td>Average CPI (Headline) index in Table A Consumer Price Index for the 12 months period: Main Indices published by Statistics SA</td><td>85%</td></tr><tr><td>Fixed</td><td>15%</td></tr><tr><td>Total</td><td>100%</td></tr></table>	Index	Proportion (%)	Average CPI (Headline) index in Table A Consumer Price Index for the 12 months period: Main Indices published by Statistics SA	85%	Fixed	15%	Total	100%
Index	Proportion (%)									
Average CPI (Headline) index in Table A Consumer Price Index for the 12 months period: Main Indices published by Statistics SA	85%									
Fixed	15%									
Total	100%									
X2	Changes in the law									
X2.1	The law of the project is	South African Law								
X7	Delay damages									

X7.1	Delay damages for late Completion of the whole of the services are	If a delay in completion of the service can be attributed to proven negligence, action, or omission on the part of the <i>Consultant</i> ; a penalty of ten percent (10%) of the contract value may be levied.
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant's</i> rights over material prepared for this contract by the <i>Consultant</i> except as stated otherwise in the scope. The <i>consultant</i> obtains other rights for the <i>Employer</i> as stated in the scope of work and obtains from a <i>Subcontract</i> equivalent right for the <i>Employer</i> over the material prepared by the <i>Subconsultant</i> . The <i>Consultant</i> provides the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i> .
X10	The <i>Employer's</i> Agent	
X10.1	The <i>Employer's</i> Agent is	
	Name:	Warren Funston
	Address	Eskom Holdings SOC Ltd Megawatt Park Maxwell Drive Sunninghill
	The authority of the <i>Employer's</i> Agent is	To perform contractual duties as set out in the Contract Data on behalf of the <i>Employer</i> except for those duties that require the <i>Employer</i> .
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.
Z	The <i>Additional</i> conditions of contract 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. Eskom reserves the right to terminate the contract, if the consultant has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance.

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

Z12.1 Replace core clause 81 with the following:

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	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>	<u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	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 *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 <i>Employer</i> ensures that the Ambient Air in the area where the <i>Consultant</i> 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 <i>Consultant</i> , the <i>Employer</i> 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 <i>Consultant</i> may perform Parallel Measurements and related control measures at the <i>Consultant's</i> 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 <i>Employer</i> 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.

Annexure A: Notes to Consultants

This is guidance to Consultants to assist their decision making about what cover to arrange in the insurance to be provided by the Consultant. The guidance is not part of the contract and the Employer carries no liability for it. The Consultant must obtain its own advice.

1. For the purpose of works contracts, insurance provided by Eskom (the *Employer*) has been arranged on the basis of “project” or “contract” value, where the value is the total of the Prices at Completion of the whole of the works including VAT.

A “project” is a collection of contracts or work packages to be undertaken as part of a single identified capital expansion or refurbishment of a particular asset or facility.

A “contract” is a single contract not linked to or being part of a “project”.

2. There are three main “formats” of cover and deductible structure; Format A, Format B and Format Dx.

Format A is for a project or contract value less than or equal to R350M (three hundred and fifty million Rand) inclusive of VAT.

Format B is for a project or contract value greater than R350M (three hundred and fifty million Rand) inclusive of VAT.

In the case of contracts / packages within a project:

- For a contract / package of R50M which is part of a R400M project, Format B will apply
- For a contract / package of R250M which is part of a R6 billion project, Format B will apply;
- For a contract / package of R120M which is part of a R350M project Format A will apply;

For a contract which is not part of a project the same limits apply:

- For a contract of R50M, Format A will apply
- For a contract of R355M, Format B will apply.

3. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

4. The Insurance which the *Consultant* is to provide against his liability for claims made against him arising out of his failure to use reasonable skill and care (first row in the Insurance Table of clause 81.1 in the PSC3) should also indemnify the *Consultant* for those sums which he could become legally liable to pay as damages arising from any claim first made against him and reported to Insurers some time after Completion of the whole of the *services*. Hence the *Consultant* needs to ensure that his cover is in place at least until all his liabilities under the contract have expired. Such claims could arise out of any negligent act, error or omission committed or alleged to have been committed by the *Consultant* in the conduct of professional services in connection with the contract.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

Clause	Statement	Data	
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.		
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:		
Only if required			
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	01 March 2031	
11.2(10)	The following matters will be included in the Risk Register	TBC	
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date

		1	All necessary areas that the <i>consultant</i> needs to gain access to in order to perform the required services.	Start date of contract.
31.1	The programme identified in the Contract Data is	Per Task Order.		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	Item	Amount	
		Refer to Part C2.2: Pricing Data	Rate based	
G	Term contract			
11.2(25)	The <i>task schedule</i> is in	TBC		

PART 2: PRICING DATA
PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and 11
defined terms 11.2

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time based items on the Task Schedule and
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

- the Time Charge for items described as time based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and 11.2
defined terms

(13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

Assessing the 50.3
amount due

The amount due is

- the Price for Services Provided to Date,
- the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
- other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.

Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

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

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

2. Staff rates and expenses

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

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

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

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

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

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

3. The function of the Task Schedule

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

The *task schedule* is prepared by the *Employer* for the *Consultant* to price or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

C2.2 Staff rates, expenses & the task schedule

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

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

The *staff rates* are:

No.	Designation / Name of Staff member	Rate per hour excluding VAT	Rate per hour including VAT
1	Project Manager		
2	Field Assistant		
3	Project Co-ordinator		

The *expenses* are as per the Eskom Standard Travel and Subsistence guidelines.

Travel expenses and accommodation will be claimed according to Eskom Travel and Subsistence guidelines substantiated by documentary proof. Other disbursements will be approved and signed off by the Eskom Contract Manager and claimed at cost.

No.	Expense item	Description
1.	Km's	When Eskom provides offices for the duration of the contract, then km's from the <i>Consultant's</i> home to Eskom office cannot be claimed. Travel time is not claimable.
2.	Km rates	R4.32
3.	Accommodation	Domestic hotel accommodation and related costs may not exceed the rates prescribed by National Treasury (equivalent of a 3-star grading), which is currently: Room only R1190, Room and breakfast R1310, Room, breakfast, and dinner with 2 non-alcoholic beverages at dinner R1530, inclusive of VAT, per night per person.
4.	Car rental	Car hire may not be from a category higher than Group B (EDMR) or equivalent class.
5.	Flights	Air travel (local and international) must be restricted to economy class only.
6.	Cost of meals	For resources on production of a voucher/receipt, subject to a maximum amount of R166.60 (VAT included) per meal (dinner and lunch) and breakfast a maximum amount of R105.10 (VAT included). No alcoholic beverages can be claimed for.

The task schedule

- Further the understanding of the cumulative impacts of the Ingula Pumped Storage Scheme post-construction, construction and operational activities on the documented avifaunal habitats and avifaunal species identified to ensure compliance to the Record of Decision.
- Provide guidance, strategic and operational support for the assessment, evaluation, enhancement and protection of all eco-logical habitats at Ingula.
- Develop a comprehensive eco-tourism programme for Ingula Nature Reserve
- Provide specialist input and management advice into existing avifaunal research projects in Important Bird Areas.
- Provide stewardship oversight and integration of surrounding landowner properties of the Ingula Nature Reserve through an acknowledged Stewardship Programme.
- Facilitate and co-ordinate networking opportunities for access to international advisory forums, green funding and regional conservation forums.
- Biodiversity and Wetland Offsets.
- Provide guidance support and training on the development of Eskom's Renewable Energy projects.
- Education, Communication and Awareness
- Vocational training of certified avi-faunal guides.

Document reference	Title	No of pages
C3.1 C3.2	This cover page <i>Employer's Scope</i> <i>Consultant's Scope</i>	1
	Total number of pages	

Description of the services

1. Executive overview

South Africa is a signatory to the Convention on Biological Diversity (CBD) as of 2 November 1995 and accordingly has committed to the three objectives of the CBD, namely the conservation of biological diversity, the use of the components of biological diversity in a sustainable manner, and the fair and equitable sharing of the benefits of biological diversity.

The major pressures on South Africa's biodiversity are the loss and degradation of natural habitat in terrestrial and aquatic ecosystems; over-harvesting of species, especially in the marine environment; over-abstraction of water, especially for irrigation; invasive alien species and climate change. Eskom, as a state-owned enterprise, has an important role to play, in addition to the supply of electricity. As a good corporate citizen we also support South Africa's growth and development policies as well as its commitment to the CBD's Strategic Plan to achieve by 2010 a significant reduction of the current rate of biodiversity loss at global, regional and national level as a contribution to poverty alleviation and the benefit of all life on earth.

The Ingula Pumped Storage Scheme (IPSS) is situated approximately 25km northeast of Van Reenen, straddling the escarpment of the Low Berg on the boundary of the Free State and Kwa-Zulu Natal. The Environmental Impact Assessment (EIA) for the IPSS commenced in early 1998, resulting in the Minister of Environmental Affairs and Tourism authorising the scheme in December 2002. Construction of the scheme was initiated in mid-2005. Prior to construction, as per the requirement contained within the Record of Decision issued by the Department of Environmental Affairs, Eskom entered into negotiations with the opposing NGOs to ensure that no sensitive habitat would be destroyed, further enhancing avifaunal survival. The Ingula Partnership was formed together with two NGO's and a steering committee was established to ensure that the objectives of the partnership are achieved. These objectives included ensuring that the long-term integrity of the conservation area is improved through appropriate decisions and management practices.

Eskom's policy is to ensure alignment with South Africa's national biodiversity strategy. Eskom has so far recognised the importance of managing its impacts on biodiversity and acknowledges that this can be effectively achieved through adherence to various standards and procedures as well as the effective use of partnerships to optimise skills.

Due to the nature and extent of our operations, Eskom has an impact on the environment, requiring a systematic approach to environmental management. Our environmental commitment continues to be based on the efficient use of natural resources while controlling any of our activities that impact the environment. To this extent, the Ingula Nature Reserve was formally declared as per the National Environmental Management Protected Areas Act, Act 57 of 2003. The declaration ensures the long-term conservation protection of critical biodiversity, inclusive of habitats and species

2. Interpretation and terminology

2.1. Scope

To support Eskom Generation in the execution of operational and strategic compliance, related to Biodiversity activities.

Purpose

The purpose of the document is to define the scope of work for the provision of strategic and operational guidance on ecosystem and biodiversity-related matters.

Effective Date

This document will be effective from the date of authorisation.

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
NGO	Non-Government Organisation
DFFFE	Department of Forestry, Fisheries and the Environment
Gx	Generation
CBD	Convention on Biological Diversity
IPSS	Ingula Pumped Storage Scheme
EIA	Environmental Impact Assessment
BCoE	Biodiversity Centre of Excellence

Specification and description of the services

The project aims to provide the necessary information through biodiversity and avifaunal specialist studies that would enable Eskom to effectively manage the Ingula Nature Reserve during the operation of the Ingula Pumped Storage Scheme.

Further the understanding of the cumulative impacts of the Ingula Pumped Storage Scheme post-construction, construction and operational activities on the documented avifaunal habitats and avifaunal species identified to ensure compliance to the Record of Decision.

- Continue an evaluation of the conservation importance, management and significance of the threatened avifaunal species habitat and nesting sites located on the Ingula Nature Reserve, adding to an existing database.
- Continuation of studies on all threatened and non-threatened avifaunal species on site as determined through quantitative surveys for the seasonal diversity of avifaunal species for the

various habitats, and also noting key elements of habitats relevant to avifaunal conservation, adding to the non-disclosed database.

- Map the distribution of all threatened avifaunal species identified against habitat requirements, with associated remote sensing techniques developed for avifaunal.
- Conduct powerline surveys at an appropriate frequency to evaluate avifaunal mortalities.
- Provide project and strategic oversight support on the execution of specific projects identified as relevant to Ingula.

Provide guidance, strategic and operational support for the assessment, evaluation, enhancement and protection of all eco-logical habitats at Ingula.

- Complete habitat assessments and recommendations for sustainable grassland management to benefit threatened species occurring at Ingula.
- Recommendations on the management and restoration of Grade 1-5 erosion gullies.
- Provide management guidelines on the restoration and sustainable management of wetlands in accordance with acknowledged Wetland Management Guidelines.
- Development of a fire burning / firebreak regime for Ingula.
- Complete comprehensive vegetation assessments for the Ingula Nature Reserve.

Develop a comprehensive eco-tourism programme for Ingula Nature Reserve

- Design of a trail network to areas of interest at Ingula Nature Reserve.

Provide specialist input and management advice into existing avifaunal research projects in Important Bird Areas.

- Provide specialist research into the following important bird species as associated with Eskom: White-winged Flufftail; Ludwigs Bustard; Southern Banded Snake Eagle; Black Stork; Southern Bald Ibis; Rudd's Lark; Yellow Breasted Pipit; Secretary Bird; Hooded Vulture; White-Headed Vulture; Saddle Billed Stork.
- Provide specialist research input into the protection of Botha's Lark.

Provide stewardship oversight and integration of surrounding landowner properties of the Ingula Nature Reserve through an acknowledged Stewardship Programme.

- Undertake a tax assessment with National Treasury in line with the National Environmental Management Protected Areas Act, Act 57 of 2003 to obtain tax benefits for the Ingula Nature Reserve.
- Facilitate the 'Wilge Stewardship' project of incorporating Ingula Nature Reserve neighbouring landowner properties in the Wilge region into the Free State Biosphere through protected areas.

Facilitate and co-ordinate networking opportunities for access to international advisory forums, green funding and regional conservation forums.

- Guidance on the requirements of Ramsar for Ingula Nature Reserve and representation on National Ramsar Committee.
- Facilitate access, networking and collaboration with relevant international and regional interest groups; Conservation of Migratory Species (CMS); African-Eurasian Migratory Wetland Agreement (AEWA); etc.

Biodiversity and Wetland Offsets.

- Develop, co-ordinate the provision of wetland areas for inclusion into Eskom's offset programme.
- Facilitate opportunities for collaboration of regional protected area expansion programmes with Eskom's biodiversity Offset programme.

Provide guidance support and training on the development of Eskom's Renewable Energy projects.

- Training on the development and execution of screening tools.
- Training, guidance and support for best practices on the project management and development of renewable energy projects.

Education, Communication and Awareness

- Development of Environmental Education programs for the schools surrounding Ingula and further Eskom Power Stations.
- Development of community awareness programs focusing on environmental awareness and conservation.
- Development of community awareness programs for economic benefit.

Vocational training of certified avifaunal guides.

- Enhancement of life-skills training for 6-8 certified avifaunal guides.
- Training and upskilling related to Birdlasser / Citizen Science projects / SABAB 2 / sound recording and business training.

Project Administration

- Production of monthly/quarterly and annual reports
- Attendance, participation and influence in Ingula Reserve Management and Committee meetings.

Constraints on how the *Consultant* Provides the Services.

The consultant will be required to be a legally registered Non-Governmental Organisation.

Roles and Responsibilities

The deliverables which the *Consultant* is responsible for includes, but are not limited to the following:

- I. Providing adequate resources including provision of equipment for required *works*.
- II. Managing cost and a scheduled time frame of work.
- III. Ensuring that the scope is carried out in full.
- IV. Providing regular weekly and monthly feedback on the status of the *works*.
- V. Ensuring that prior to any fieldwork, all parties working on site have familiarized themselves with the Employers safety requirements and the Occupational Health and Safety (OSH) Regulations Act (85 of 1993).
- VI. Providing professional service to the Biodiversity Centre of Excellence.
- VII. Attendance of weekly and/or ad-hoc meetings with the core site team.
- VIII. Weekly and monthly reports.
- IX. All work shall be conducted in accordance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) as amended.
- X. Continuously present the findings to the Eskom BCoE project team for review, challenge, recommendations, and approval.
- XI. Ensure that the work is to be done with no impact on the station's performance.
- XII. Provide envisaged program/schedules for the above phase of the scope of work.
- XIII. The appointed NGO shall undertake the project work with Eskom's employees to assist in transferring of skills.

Management Meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Ad Hoc project related meetings	As required	On line	Project manager
Steercom meetings	Quarterly	Johannesburg (3 meetings); Ingula (1 meeting)	Consultants appointed members
Offset meetings	As required	On line	Project manager and site supervisors
Site meetings	As required (expected to be at least monthly; likely bi-weekly.	Ingula	Site supervisors

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

1	Project Manager (Scientific Manager)
2	Project Coordinator
3	Field Assistant's (Candidate scientists)

Documentation control and retention

Identification and communication

All contractual communication will be in the form properly compiled letter, forms attached to emails and as a message in the email itself. All letters must have company overhead. The phone call communication is allowed in case of emergency; however, it must be followed by written communication. Correspondence on a day-to-day basis may be directed to other parties within the Employer's organisation but care must be taken not to violate contract conditions and other provision in terms of the contract.

Retention of documents

The Consultant retains copies of drawings, specifications, reports and other documents which record the services in the form stated in the Scope. The time period for which the Consultant is to retain such documents is the period for retention stated in the Contract Data.

Records and forecasting of expenses

Estimated forecast of itemised expenses shall be submitted by the Consultant at each assessment period for the acceptance of the Employer before expense are incurred. Clear records of expenses shall be maintained by the Consultant and submitted on request to the Employer for verification. Only invoices from service providers (e.g., hotel or car hire company) showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Employer.

Records and forecasting of the Time Charge

The Consultant shall submit forecast of time charges for each assessment period and maintain records thereof. Clear records of hours worked or timesheets in respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration and times, associated expenses incurred, and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The Consultant shall maintain records of all documentation and make available to the Employer any or all such documentation on request.

Invoicing and payment

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

The *Consultant* should submit a quotation at the beginning of every quarterly period, to obtain a purchase order to execute tasks for the preceding quarter period. Upon completion of the services over the quarter period, the consultant is to submit a pro-forma invoice for review and approval with the *Employers Agent*.

Upon approval, the consultant shall address the tax invoice to Eskom Holding SOC Limited and include on it the following information:

Name and address of the Consultant and the Employer's Agent;

The contract number and title;

Consultant's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Date of the invoice

Task order number

Description of the services and quantities

Invoices can be submitted every quarter using emails to warren.funston@eskom.co.za

Inclusions in the programme

The Consultant must indicate the dates with which the employees will not be present to work for any other reasons.

Quality management

The supplier shall comply with the following quality requirements:

The following to be included as part of Tender Returnable for Quality to be monitored during execution.

240-12248652 List of Tender Returnables / Quality Requirement Document- Category 4;
240-68099512 FORM A: Tender & Contract Quality Requirements For QM 58 and Quality Requirements – acknowledgement and commitment to comply with QM 58 Supplier QM specification;
240-105658000 (QM 58) Supplier Quality Management: Specification;
240-126469599 Method statement template for Section A1- to be updated with all required information;
240-109253302 Quality Control Plan (QCP)/ Inspection and Test Plan (ITP)

1. Eskom QM-58 Specification (Supplier Contract Quality Requirements Specification)- 240-105658000.
2. Latest ISO 9001 - Quality Management System Requirements.
3. Conformance to Specifications.
 - a) Supplier will provide service that is 100% in conformance with the Specifications and Eskom's quality acceptance requirements as identified in the specifications.
 - b) Supplier's failure to comply with quality requirements will be a material breach of this contract.
 - c) Supplier without additional charge will provide reasonable assistance to Eskom to facilitate these inspections.
 - d) Supplier is solely responsible for any defect or other failure in the Product to meet the Specifications and requirements of this contract.
 - e) Eskom may inspect services delivered to it at any time. Eskom will use its best efforts to cooperate with Supplier in mitigating any quality issues that result from any defects caused by Eskom.
4. Incoming Inspection.
 - a) Eskom may inspect and test services prior to acceptance or rejection and may refuse to accept Products which do not conform to the Specifications.
 - b) Eskom's payment for delivered services does not constitute acceptance of those services by Eskom.
5. Process Review.
 - a) Eskom has the right to review supplier's servicing and quality assurance processes and to requalify the service periodically upon notice to Supplier.
 - b) Supplier will implement all necessary changes required by Eskom based upon its review of Supplier's procedures.
6. Compliance with Regulations.
 - a) Supplier must comply with all laws, rules and regulations applicable to its performance of this contract, including those relating to hazardous materials, toxic substances.
 - b) The Products must comply with all directives from regulatory organizations.

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

The reports will be used by Eskom to provide feedback to Senior Management and also to track implementation and effectiveness of action plans.

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

The *Consultant* may not use this material for any other work.

Transfer of rights if Option X 9 applies

The Employee owns the *Consultant's* rights over all material prepared for this contract. The *Consultant* assigns his rights to the *Employer* when *Employer* requests him to do so.

Management of work done by Task Order

The Task schedule which lists the items of services to be carried out will be prepared by the *Employer* and will be sent to the *Consultant* to price as per the agreed rates.

Health and safety

The Consultant undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Consultant:

- will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS Specification/requirements, applicable health and safety laws and regulations and other requirements, as amended.
- may not commence work until the Health and Safety file has been approved by the respective Business Unit Contract Custodian together with the OHS professional.

Procurement

BBBEE and preferencing scheme

SDL&I contractual requirements

SDL&I has a mandate to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to contribute towards addressing the socio-economic ills like unemployment, poverty and economic growth, through government local development initiatives and policies.

Eskom's aspiration for the tenderers is to meet the following SDL&I requirements, However, suppliers will be requested as part of their submission to make proposals to Eskom based on the following SDL&I requirements. The following requirements are a contractual requirement which means they can be negotiated before contract award with successful tenderers.

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	Tenderer proposal
	100%	

Jobs if applicable: 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

Section 4: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 5: General Information on Validity of Sworn Affidavits

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account**.
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year end to be stipulated by **day/month/year**).
- B-BBEE Status level. An enterprise can only have one status level.
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Working on the *Employer's* property

The *Consultant* must always conform to site rules and regulations.

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

The *Consultant* must conform to all security control protocols, permit regulations, and site regulation at all times.

People restrictions, hours of work, conduct and records

The *Consultant* should work according to the agreed task order hours. The allocated team members will work the normal working hours as agreed with the *Employer*. Overtime hours will be accommodated on exceptional circumstance, when the need arises, and this will be authorized by the *Employer's Agent*. *Consultant* must provide daily time sheets; the format of times sheets will be agreed by both parties.

Cooperating with and obtaining acceptance of Others

The *Consultant* will work with Others in obtaining and providing information which they need in connecting with the services. Where necessary to provide the services, the *Consultant* may hold or attend meetings with Others. The *Consultant* will inform the *Employer* of these meetings beforehand, and the *Employer* may attend.

Things provided by the *Employer*

The *Employer* will provide any available information or data that, may be related to the project and required for the execution of the task order.

Cataloguing requirements by the *Consultant*

The *Employer* will ensure that the services required to execute the scope of work required catalogued before service/task order.