



NEC3 Professional Services Contract (PSC3)

**Contract between NTCSA SOC Ltd
(Reg No. 2021/539129/30)**

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

**for The Provision of NTCSA Professional Services Panel
on an as and when required basis for a period of
three (3) years – Change Management**

Contents:	No of pages
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CONTRACT No. TBC

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	The Provision of NTCSA Professional Services Panel on an as and when required basis for a period of three (3) years – Change Management	No of pages
C1.1	Form of Offer & Acceptance	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i>	[•]
C1.3	Securities proforma	[•]

C1.1 Form of Offer & Acceptance

Offer

The Provision of NTCSA Professional Services Panel on an as and when required basis for a period of three (3) years – Change Management

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 @ 14% 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
tenderer:**

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

NTCSA SOC Ltd MEGAWATT PARK
MAXWELL DRIVE
SANDTON
JOHANNESBURG
2000

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

Name &
signature
of witness

Date

NTCSA SOC Ltd MEGAWATT PARK
MAXWELL DRIVE
SANDTON
JOHANNESBURG
2000

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	
	dispute resolution Option	G: Term contract
	and secondary Options	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>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
11.2(9)	The <i>services</i> are	NTCSA Professional Services Panel on an as and when required basis for a period of three (3) years – Change Management
11.2(10)	The following matters will be included in the Risk Register	
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

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

13.3	The <i>period for reply</i> is	One (1) week
13.6	The <i>period for retention</i> is	Five years (5) 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 an as and when basis
		Access to Information, premises, systems, and people relevant to the provision of the services.	

3 Time

31.2	The <i>starting date</i> is.	15 May 2026		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	13 May 2029		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	As per task order	
		2	Progress reporting of key deliverables	As per task order monthly
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One (1) week after the receipt of the task order		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks		

4 Quality

40.2	The quality policy statement and quality plan are provided within	Four (4) weeks of the Contract Date
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	the 25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item Refer to part C2.2 pricing schedule and as per task order	Amount as per task order
51.1	The period within which payments are made is	Thirty (30) days from receipt of a valid tax invoice.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by [calculated on a 365 day year] 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 *mutatis mutandis* 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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Four (4) weeks

50.4	The <i>exchange rates</i> are those published in	South African Reserve Bank's (SARB) exchange rate at 12:00 on the day of advertisement of the bid
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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	
	- 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	Average CPI (Headline) index in Table A Consumer Price Index for the 12 months period: Main Indices of Statistics South Africa									
	The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	Fixed for a period of sixteen (16) 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	Law of the Republic of South Africa									
X3	Multiple currencies										
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	<table> <tr> <th>Items & activities</th><th>Other currency</th><th>Maximum payment in other currency</th></tr> <tr> <td>[•]</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>[•]</td><td>[•]</td></tr> </table>	Items & activities	Other currency	Maximum payment in other currency	[•]	[•]	[•]	[•]	[•]	[•]
Items & activities	Other currency	Maximum payment in other currency									
[•]	[•]	[•]									
[•]	[•]	[•]									

X3.1	The <i>exchange rates</i> are those published in	South African Reserve Bank's (SARB) exchange rate at 12:00 on the day of advertisement of the bid. The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Consultant</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date . (select one of the three methods as agreed with successful tenderer and delete the others and this note)
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.1% of the task order value per day, up to a maximum cumulative amount of 10% of the task order value
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultants</i> rights over material prepared for this contract by the <i>Consultants</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	TBC
	Address	NTCSA SOC Ltd, Megawatt Park Maxwell Drive Sandton Johannesburg 2000
	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 (5) years after Completion of the whole of the <i>services</i>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z7 Notifying compensation events

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

Z8 *Employer's* limitation of liability

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

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

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

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

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

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

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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>	The total of the Prices	For the duration of the Contract
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.	For the duration of the Contract
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	For the duration of the Contract

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
General and Public Liability	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering *consultant*: (delete these notes in the final draft of a contract)]

1. The tendering *consultant* is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

.Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the services is	
11.2(10)	The following matters will be included in the Risk Register	

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

11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2	Refer to price schedule	
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is	None	
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	The Provision of NTCSA Professional Services Panel on an as and when required basis for a period of three (3) years – Change Management	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

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 - the Time Charge for work which has been completed on time based items on the Task Schedule and - a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are - the Time Charge for items described as time based on the Task Schedule and - the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(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 - the Price for Services Provided to Date, - the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and - other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.
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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.

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.

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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.

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 (or category) or name of staff member	Rate per {hour, day, month} excluding VAT
3.1 Section A – Services		
3.1.1	NTCSA Professional Services Panel	
3.1.1.3	Change Management	
3.1.1.3(a)	Change Management Specialist – Band C	
3.1.1.3(b)	Organisational Design Specialist – Band C	
3.1.1.3(c)	Programme Management Specialist – Band C	
3.1.1.3(d)	Business Analyst – B and D	
3.1.1.3(e)	Project Manager – B and C	
3.1.1.3(f)	Project Planner – B and D	
Total		

The *expenses* are:

No.	Expense item	Amount / rate excluding VAT
3.2 Section B - Disbursements and Reimbursable Expenses		
3.2.1.1	Car Rental	
3.2.1.1(a)	Band 1 - Actual Cost	
	Band 1 - Fee	
3.2.1.1(b)	Band 2 - Actual Cost	
	Band 2 - Fee	
3.2.1.1(c)	Band 3 - Actual Cost	
	Band 3 - Fee	
Total		
3.2.1.2	Flight Tickets	
3.2.1.2(a)	Band 1 - Actual Cost	
	Band 1 - Fee	
3.2.1.2(b)	Band 2 - Actual Cost	
	Band 2 - Fee	
3.2.1.2(c)	Band 3 - Actual Cost	

	Band 3 - Fee	
Total		
3.2.1.3	Accommodation + LOA	
3.2.1.3(a)	Band 1	
3.2.1.3(b)	Band 2	
3.2.1.3(c)	Band 3	
Total		
3.2.1.4	Meals	
3.2.1.4(a)	Band 1	
3.2.1.4(b)	Band 2	
3.2.1.4(c)	Band 3	
Total		
3.2.1.5	Travel Reimbursement	
3.2.1.5(a)	Band 1	
3.2.1.5(b)	Band 2	
3.2.1.5(c)	Band 3	
Total		

The task schedule

The following format could be used:

No.	Items of work to be carried out on a time basis

No.	Items of work priced on a lump sum basis	Price (excluding VAT)
Km's:		
Km Rate:		
Car rentals:	Group B, the car should at least have 2 airbags, air-conditioning and ABS brakes for safety purposes.	
Accommodation:	Maximum 3 star, bed and breakfast. When use is made of NTCSA owned accommodation, no claim must be submitted	
Cost of Meals:	Travelling on NTCSA business: the cost per meal is restricted to R152.00.....including VAT and 10% gratuity)	

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	Alcoholic beverages cannot be claimed. Should NTCSA provides meals, then no claim may be submitted.	
Flights:	Economy class. Arrangements to be made and paid for by <i>consultants</i> . This must then be claimed back once a month together with all other T&S expenses on a VAT invoice.	

C3.1: EMPLOYER'S SCOPE

Description of the *services*

Executive overview

The National Transmission Company South Africa (NTCSA) was unbundled from Eskom in 2024 as part of South Africa's electricity sector reform. The unbundling was undertaken to establish an independent transmission entity that provides non-discriminatory grid access, enhances market transparency, enables greater integration of renewable energy, and supports the transition to a more open and competitive electricity market, free from the structural conflicts inherent in Eskom's vertically integrated model.

The National Transmission Company of South Africa (NTCSA) is undergoing a major institutional transition driven by legislative reform, market restructuring, and increased performance expectations. To meet the requirements of the Electricity Regulation Amendment Act (ERAA), NTCSA must establish four independent, fit-for-purpose business entities: the Transmitter, the System Operator, the Market Operator, and the Central Purchasing Agency.

The Transmission Development Plan 2025-2034 (TDP 2024) requires investments in the national transmission system over the next 10 years of 14 494 km of transmission lines and transformation capacity of 133 GVA (210 transformers) to be installed. Therefore, this requires NTCSA to comprehensively assess and strengthen the implementation of strategy to deliver the program by examining external market capacity, internal staff capability, and enabling systems. The infrastructure is crucial for South Africa to enable the integration of Renewable Energy across the country.

NTCSA's specific challenges and imperatives include:

- Ensuring its financial sustainability and balance sheet independence post-restructuring.
- Securing ownership and control of transmission assets in the new entity.
- Addressing existing Eskom debt and the upstream guarantee in a manner that avoids covenant default.
- Strengthening its governance independence while still embedded within Eskom's corporate structure.
- Building institutional capacity to fulfil four distinct statutory functions as separate operating entities.
- Meeting the Transmission Development Plan (TDP) investment commitments required to enable renewable energy integration and energy security.

The scale and complexity of the NTCSA business model implementation require advanced expertise in strategy execution, digitalisation, change management and effective communication. To successfully deliver on these requirements, NTCSA requires specialised consulting services that bring structured methodologies, robust tools and systems, transformational change expertise, integrated change management and independent assurance capabilities.

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
NTCSA	National Transmission Company South Africa
TDP	Transmission Development Plan
ERAA	Electricity Regulation Amendment Act
MO	Market Operator
PPAs	Power Purchase Agreements
CPA	Central Purchasing Agency

km	Kilometre
MVA	Mega-Volt-Amperes
MW	Megawatt
GVA	Giga-Volt-Amperes
EXCO	Executive Committee

Specification and description of the services

The scope of work will adapt to NTCSA's evolving business needs, requiring service providers to deliver high-level expertise and consulting support across strategic, financial, operational, and organisational areas.

The panel will support NTCSA in executing its new **change management transition** by strengthening strategic capabilities, providing thought leadership, and leveraging global best practice benchmarks. The scope encompasses the delivery of **change management initiatives**, leading organisational and cultural change management, implementation of NTCSA's refined **change management**, and supporting the practical implementation of NTCSA's refined **change management**. The panel will also deliver expert advisory services to ensure NTCSA's business entities operate effectively, efficiently, and in alignment with the organisation's long-term strategic objectives.

Change Management

Effective change management is essential to ensuring NTCSA's successful transition to its new business model and the functional separation of its four business entities. This workstream provides the structured approaches, leadership alignment, and organisational support required to drive adoption, minimise disruption, and embed sustainable behavioural and capability shifts across the organisation.

- Implement structured change management methodologies to support organisational transition across NTCSA's four business entities and provide end-to-end project and change management support for implementation of the new business model across all levels in the organisation.
- Develop communication strategies, stakeholder impact analysis and leadership programmes to enhance organisational shift in support of the unbundling business model.
- Facilitate structured skills transfer, capability-building, and localisation programmes to strengthen internal workforce capability.
- Support stakeholder engagement, including alignment, buy-in, and communication for both internal and external stakeholders.
- Support in preparing high quality feedback submissions to NTCSA strategic forums and provide capability building and skills transfer.

Constraints on how the *Consultant* Provides the Services. 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:
Opening/ Kick-off Meeting	2 hours to be confirmed (after receiving task order)	Megawatt Park / Virtual meetings	<i>Employer's</i> Representatives or <i>Consultant</i> Representatives

Risk register and compensation events	2 hours monthly (after receiving task order)	Megawatt Park / Virtual meetings	<i>Employer's Representatives or Consultant Representatives</i>
Overall contract progress and feedback, and /or review	Monthly (after receiving task order)	Megawatt Park / Virtual meetings	<i>Employer's Representatives or Consultant Representatives</i>
Special / Ad hoc meetings	2 hours as and when required (after receiving task order)	Megawatt Park / Virtual meetings	<i>Employer's Representatives or Consultant Representatives</i>
Closure Meeting	2 hours, 1 month before task order expiry	Megawatt Park / Virtual meetings	<i>Employer's Representatives or Consultant Representatives</i>

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.

Documentation control and retention

Identification and communication

Communication Format:

All Microsoft Office formats (Word, Excel, PowerPoint) and PDF are acceptable formats for communication.

Preferred methods:

Formal letters shall be used for contractual matters.

Emails shall be used for routine updates and non-contractual communication.

Content requirements:

NEC3 Standard forms, available in the Eskom intranet, shall be used for the administration of the contract, to ensure clarity and compliance with contractual obligations.

Communication Constraints:

Email limitations: Contractual communication shall be attached as separate documents in acceptable formats (Microsoft Office or PDF) rather than embedded within the email body.

Note: All correspondence of either commercial or technical nature, whether hard copy or email, either to *Consultant* or from *Consultant* shall clearly include the following information, file number, contract number and subject matter.

Retention of documents

In accordance with clause 13.6, and as further specified in the Contract Data, the *Consultant* shall retain copies of all presentations, reports, and other documents ("Retention Documents") that record the services performed under the Scope of this Contract. These Retention Documents shall be retained in electronic format, as pdf files or Microsoft Office files. All signed documents to be saved as locked pdf files.

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* shall address the tax invoice to **NTCSA SOC Ltd** 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 4710303126
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact center.
- All invoices for payment must be submitted Invoicesntcsalocal@ntcsa.co.za

Note: Signed invoices must be submitted electronically to Invoicesntcsalocal@ntcsa.co.za in the required PDF format, accompanied by the relevant assessment. Failure to comply with these submission requirements may result in payment delays.

Quality management

System requirement

The *Consultant* shall maintain and comply with Quality Management Certification Requirement 17021 and shall maintain pre-contract award quality requirement (category 1) and comply with the post-contract award quality requirement as well as the quality standard conditions as stipulated in sections: 3, 3.7 and 3.8 respectively of Supplier Quality Management Specification 240-105658000 (QM58) throughout the duration of the contract.

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. Such material will amongst other things be used by the *Employer* for TDP strategic implementation and delivery support.

Transfer of rights if Option X 9 applies

The *Employer* owns all rights in any material prepared by the *Consultant* under this Contract.

Health and safety

Clause 25.4 states that the *Consultant* acts in accordance with the health and safety requirements stated in the Scope. The *Consultant* shall comply to all applicable SHE and Security requirements of the *Employer*.

For security clearance purposes, the following information will be required to be provided to the *Employer's* notified agents at least 24 hours in advance in respect of each person reporting at site/offices.

- Full Name
- SA Identity number/ Passport Number
- Vehicle Registration

Life Saving Rules are:

- In the interest of promoting a safe and healthy working environment, the NTCSA Executive Committee has approved the implementation of life saving rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.
- The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.
- These rules are determined beforehand to enable the organisation to clearly communicate the established Life Saving Rules and how to deal with non-compliance to the workforce prior to the implementation of such rules.
- Failure by any person or Contractor engaged in doing business with NTCSA to adhere to these rules, will lead to serious action being taken with serious consequences (including being refused access to site). These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

NTCSA Life Saving Rules are:

- **Rule 1:** open, isolate, test, earth, bond and/or insulate before touch (That is, any plant operating above 1 000 V).
- **Rule 2:** hook up at heights.
- **Rule 3:** buckle up.
- **Rule 4:** be sober.
- **Rule 5:** ensure that you have a permit to work.

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

SUPPLIER DEVELOPMENT LOCALISATION AND INDUSTRIALISATION

The SDL&I target proposed by are as follows:

Skills development:

Criteria	NTCSA Target	Consultant
Senior administrators		
Junior administrators		
Specialist consultants		
Senior management consultants		
Secretariats		

Job Opportunities:

The proposed number of jobs to be created by *Consultant* as a direct result of this contract:

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

The proposed number of jobs to be retained by *Consultant* as a direct result of this contract:

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

SDL&I Penalty and Performance Security

NTCSA will apply retention of 2.5% of the monthly invoice value for failure to meet SDL&I obligations. For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- NTCSA receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Working on the *Employer's* property

People restrictions, hours of work, conduct and records

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