



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 environmental and related specialist
services to Generation Division on an as and when
required basis, for a period of five (5) years.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[13]
Part C2 Pricing Data	[5]
Part C3 Scope of Work: The Scope	[12]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	The provision of environmental and related specialist services to Generation Division on an as and when required basis, for a period of five (5) years.	No of pages
C1.1	Form of Offer & Acceptance	[3]
C1.2a	Contract Data provided by the <i>Employer</i>	[11]
C1.2b	Contract Data provided by the <i>Consultant</i>	[2]

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 environmental and related specialist services to Generation Division on an as and when required basis, for a period of five (5) 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	(Not Applicable – Cost reimbursable)
Value Added Tax @ 15% is	(Not Applicable – Cost reimbursable)
The offered total of the Prices inclusive of VAT is	(Not Applicable – Cost reimbursable)
(in words) (Not Applicable – Cost reimbursable)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

--

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199**

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

Name &
signature
of witness

Date

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 environmental and related specialist services to Generation Division on an as and when required basis, for a period of five (5) 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	(Not Applicable – Cost reimbursable)
Value Added Tax @ 15% is	(Not Applicable – Cost reimbursable)
The offered total of the Prices inclusive of VAT is	(Not Applicable – Cost reimbursable)
(in words) (Not Applicable – Cost reimbursable)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
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By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		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: Employer's Agent
		X11: Termination by the Employer
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	If 2005 Edition is to be used delete "April 2013" and replace with "June 2005 with amendments June 2006". Always delete this note before finalising this Data
	The Employer 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
10.1	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
11.2(9)	The services are	The provision of environmental and related specialist services to Generation Division on an as and when required basis, (non-committal basis) for a period of five (5) years.

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

11.2(10)	The following matters will be included in the Risk Register	Refer to the Baseline risk assessment
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	14 calendar days
13.6	The <i>period for retention</i> is	Not Applicable.
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things: Please refer to Part 3 Scope of Work	
3	Time	
31.2	The <i>starting date</i> is.	TBA
11.2(3)	The <i>completion date</i> for the whole of the services is.	Five (5) years from the starting date
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Not Applicable.
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Not Applicable.
4	Quality	
40.2	The quality policy statement and quality plan are provided within	Two (2) weeks of receiving a request from the Employers 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	Not Applicable.
51.1	The period within which payments are made is	Thirty (30) days from receipt of an acceptable invoice by Eskom Accounts Payable Department.
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 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	Not Applicable

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).
	Address	Johannesburg, South Africa
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	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	Consumer Price Index (CPI) as published by Statistics South Africa
	The staff rates are	Fixed for the first twelve (12) months of the contract
X2	Changes in the law	
X2.1	The law of the project is	South African law
X3	Multiple currencies	
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Deidre Herbst
	Address	Eskom Holdings SOC Ltd Megawatt Park Maxwell Drive Sunninghill

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 conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the *Services* and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

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

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

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *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>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	For the period following Completion of the whole of the services or earlier termination
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.	From the <i>starting date</i> until the earlier of Completion and the date of the termination certificate
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	From the <i>starting date</i> until the earlier of Completion and the date of the termination certificate

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

INSURANCE TABLE B

Insurance against or name	Minimum amount of cover or minimum limit of indemnity
---------------------------	---

of policy	
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 *Employer's* 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*

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		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	See Scope of Works	

PART 2: PRICING DATA
PSC3 Option G

Document reference		Title: The Provision of Environmental and related Specialist Services to Generation Division on an as and when required basis, for a period of Five (5) Years.	No of pages
	C2.1	Pricing assumptions: Option G	[2]
	C2.2	Staff rates, expenses, and the task schedule.	[1]

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.
------------------------------	------	--

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.

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

Please note: The rates to be submitted will be for the purpose of panel establishment, however mini Request for Quotations will be issued for the purpose of awarding the Task Order Contract.

The task schedules

The following format could be used: PANEL A

Resource	2023/2024 Rate / Hr
Project Manager	
Project Director	
Admin Support	
Public Participation Lead	
EIA / BA	
Environmental compliance legal audits	
ISO 14001 audits	
Integrated waste management licence applications	
Integrated water use licence applications	
General authorisation	
Environmental management plans/ programmes	
Emission licencing and reporting, opinion and advice	
Public participation	
Rectifications and amendments of authorisations	
Environmental control officer services	
Air quality specialist (dispersion modelling specialist)	
Aquatic ecology	
Bats studies	
Biodiversity management/flora and fauna	
Climate studies	
Contaminated land analysis specialist	
Contaminated land analysis assessments	
Development economist	
Dust Fallout monitoring	
Effluent management	
Energy management	
Environmental screening	
Environmental and Social Audits and Due Diligence assessments/audits in terms of Funders requirements	
GHG specialist studies	
Groundwater/geo-technology	
Heritage/ Archaeological/ Paleontological/Cultural landscape (intangible)	
Hydrological	
Isokinetic sampling	
Legal registers and Legal	
Mine closures	
Noise monitoring	
Passive air sampling	
Resettlement planning	
Rehabilitation planning and management	
Socio-Economic studies	
Soil sampling	
Surface water monitoring/ground water monitoring	
Terrestrial ecology	

Traffic impact assessment	
Visual impact assessment	
Waste Facilities closure	
Waste management (including Health Care Risk Waste Management)	
Waste monitoring	
Water analysis	
Water balance modelling	
Water impact study	
Water treatment	
Wetland/ Riverine Assessment and Delineation	
Tourism	
Agricultural	
Town Planner/planning study	
Visual	
Ecology (including animal and vegetation relocation services, plant and animal search and rescue) *	
Avifauna (birds studies)	
Public Participation / Facilitator (community engagement)	
Wetland rehabilitation with Environmental Engineering and Landscape	
Wetland delineation and wetland integrity studies	
Other specialist studies as required	

The following format could be used: PANEL B

Resource	2023/2024 Rate / Hr
Project Manager	
Project Director	
Admin Support	
Public Participation Lead	
EIA / BA	
Environmental compliance legal audits	
ISO 14001 audits	
Integrated waste management licence applications	
Integrated water use licence applications	
General authorisation	
Environmental management plans/ programmes	
Emission licencing and reporting, opinion and advice	
Public participation	
Rectifications and amendments of authorisations	
Environmental control officer services	
Air quality specialist (dispersion modelling specialist)	
Aquatic ecology	
Bats studies	
Biodiversity management/flora and fauna	
Biomonitoring	
Climate studies	
Contaminated land analysis specialist	
Contaminated land analysis assessments	
Development economist	
Dust Fallout monitoring	
Effluent management	
Energy management	
Environmental screening	
Environmental and Social Audits and Due Diligence assessments/audits in terms of Funders requirements	

GHG specialist studies	
Groundwater/geo-technology	
Heritage/ Archaeological/ Paleontological/Cultural landscape (intangible)	
Hydrological	
Isokinetic sampling	
Legal registers and Legal	
Mine closures	
Noise monitoring	
Passive air sampling	
Resettlement planning	
Socio-Economic studies	
Soil sampling	
Surface water monitoring/ground water monitoring	
Terrestrial ecology	
Traffic impact assessment	
Visual impact assessment	
Waste Facilities closure	
Waste management (including Health Care Risk Waste Management)	
Waste monitoring	
Water analysis	
Water balance modelling	
Water impact study	
Water treatment	
Wetland/ Riverine Assessment and Delineation	
Tourism	
Agricultural	
Town Planner/planning study	
Visual	
Ecology (including animal and vegetation relocation services, plant and animal search and rescue) *	
Avifauna (birds studies)	
Public Participation / Facilitator (community engagement)	
Wetland rehabilitation with Environmental Engineering and Landscape	
Wetland delineation and wetland integrity studies	
Other specialist studies as required	

The following format could be used: PANEL S

Resource	2023/2024 Rate / Hr
Candidate Specialist	
Registered Specialist	
Air quality specialist (dispersion modelling specialist)	
Aquatic ecology	
Bats studies	
Bird and bat monitoring for renewable energy facilities	
Biodiversity management/flora and fauna	
Biodiversity Stewardship development and land tenure	
Wetland offset studies	
Climate studies	
Contaminated land analysis specialist	
Contaminated land analysis assessments	
Development economist	
Dust Fallout monitoring	
Effluent management	
Energy management	
Environmental screening	

Environmental and Social Audits and Due Diligence assessments/audits in terms of Funders requirements	
GHG specialist studies	
Groundwater/geo-technology	
Heritage/ Archaeological/ Paleontological/Cultural landscape (intangible)	
Hydrological	
Isokinetic sampling	
Legal registers and Legal	
Mine closures	
Noise monitoring	
Passive air sampling	
Resettlement planning	
Socio-Economic studies	
Soil sampling	
Surface water monitoring/ground water monitoring	
Terrestrial ecology	
Traffic impact assessment	
Visual impact assessment	
Waste Facilities closure	
Waste management (including Health Care Risk Waste Management)	
Waste classification	
Waste analysis	
Water analysis	
Water balance modelling	
Water impact study	
Water treatment	
Wetland/ Riverine Assessment and Delineation	
Tourism	
Agricultural	
Town Planner/planning study	
Visual	
Ecology (including animal and vegetation relocation services, plant and animal search and rescue) *	
Avifauna (birds studies)	
Public Participation / Facilitator (community engagement)	
Wetland rehabilitation with Environmental Engineering and Landscape	
Wetland delineation and wetland integrity studies	
Other specialist studies as required	

CPI Formula:

No.	Items of work to be carried out on a time basis		Price (excluding VAT)
1	Travel Expenses Travel time is not claimable	Per KM	R3,25
2	Air and Other Travel (Local) Actuals payable on receipt of actual cost (economy class only)	Each	
3	Car Hire Actuals payable on receipt of voucher, invoices and receipts for fuel costs (Eskom recommended tier/economy class only)	Each	
4	Accommodation and Meals Actuals payable on receipt of voucher, invoices and receipts	Per Night	

Note:

- Actuals payable on receipt of actual cost, as per the National Treasury directive on cost containment measures.
- The supplier may be required to provide three (3) quotes for Accommodation and Meals as well as Flight costs.
- No additional charges for Occupational Health and Safety (OHS) and Security costing will be considered.

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

C3.1: EMPLOYER’S SCOPE

Executive overview

Generation identified a need for environmental and related specialist services panel, and this will be sourced through open market participation to provide these services as per the scope of work. The services required will be undertaken under three panels, namely A, B, and S (Environmental Specialists).

Prospective service providers may offer proposals for any of the areas of scope, or all of the scope defined below:

- Environmental impact assessment (inclusive of monitoring and compliance).
- Environmental control officer services.
- Environmental management plans/programmes.
- Water use licence application.
- General authorisation.
- Environmental legal audits.
- Environmental related specialists' services.
- Public participation services.
- Waste management licences.
- Biodiversity offset.
- Emission licensing and reporting.

Supporting Clauses

Scope

Purpose

The purpose of the document is to define the scope of work for Generation Environmental Panel.

Applicability

This document shall apply throughout Generation.

Effective date

This document shall be effective once authorised.

Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

Normative

ISO 9001 Quality Management Systems - Requirements

ISO14001 Environmental Management Systems – Requirements with Guidance for Use

ISO 45001 Occupational Health and Safety Management Systems – Requirements with Guidance for Use

Occupational Health and Safety Act

National Environmental Management Act (Act No. 107 of 1998) as amended

Electricity Act of 2006, as amended

Informative

ISO 9000 Quality management systems – Fundamentals and vocabulary

ISO 9002 Quality management systems – Guidelines for the application of ISO 9001:2015

ISO 28000 Supply Chain Security Management System Standard

ISO 31000 Risk Management - Principles and guidelines

ISO 9004 Quality Management System – Quality of an organisation - Guidance to achieve sustained success

32-1034 Eskom Procurement and Supply Chain Management Procedure

Definitions

All definitions related to the Management Systems are defined in ISO 9000 for Fundamentals and vocabulary as well as ISO 14001

Abbreviations

Abbreviation	Explanation
ISO	International Organisation of Standardisation
HIRA	Hazard Identification and Risk Assessment
H&S	Health and Safety
GSG	Green House Gas
Gx	Generation
QMS	Quality Management System
SHEQ	Safety Health Environment and Quality

Roles and Responsibilities

	R	A	C	I
Generation Environmental Management Head	X	X		

Office				
Generation Environmental Management Power Stations	X	X		

Process for Monitoring

The effectiveness of scope of work will be monitored through management review, meetings, self-assessments and internal audits.

Related/Supporting Documents

Not Applicable

Environmental Scope of Work

Environmental Services

Environmental services will be sourced throughout Generation Division. The provision of Environmental services and associated services to the Generation business are indicated in the Table 1.

Table 1: Environmental services required

Services
• Environmental compliance audits. • ISO 14001 peer reviews. • Environmental impact assessment. • Basic assessment. • Integrated waste management licence applications. • Integrated water use licence applications • General authorisation. • Environmental management plans/ programmes. • Emission licencing and reporting, opinion and advice. • Public participation. • Rectifications and amendments of authorisations. • Strategic environmental assessment. • Relevant specialist studies. • Environmental control officer services.

Specialist Services

- Air quality studies.
- Air quality dispersion modelling.
- Air quality offset development and implementation.
- Aquatic ecology.
- Biomonitoring
- Biodiversity and wetland offset studies.
- Biodiversity management / flora and fauna.
- Bird and bat monitoring for renewable energy facilities.
- Bird/bat avifaunal studies.
- Climate change assessment.
- Community engagement / public participation.
- Contaminated land studies.
- Biodiversity offset strategy development.
- Biodiversity Stewardship development and land tenure.
- Dust fall out monitoring.
- Ecology including animal and vegetation relocation services, plant and animal search and rescue.
- Effluent management.
- Environmental screening.
- Environmental compliance audits (waste, water, air, biodiversity).
- Environmental cost benefit studies.
- Emission inventory management and reporting.
- Ground water and surface water modelling and monitoring.
- Heritage / archaeological palaeontology / cultural landscape / visual.
- Legal registers.
- Noise monitoring.
- Passive air sampling.
- Rehabilitation planning and management.
- Resettlement planning.
- Socio-economic studies.
- Terrestrial ecology.
- Traffic impact assessment.
- Visual impact assessment.

- Waste classification.
- Water analysis.
- Water balance modelling.
- Water impact study.
- Wetland assessments and delineation.
- Town planning study.
- Other specialist studies as required.

Track record

The Service Providers will be required to demonstrate their capability and capacity by showing a track record of abovementioned environmental services of at least 3 years or more.

The minimum 3 years track record will be for Panel B and S while Panel A will be 5 years or more.

The appointment of service providers will be in the form of a panel and the panel structure will consist of three panels (A, B and S) which are allocated to suppliers according to the capability evaluation of the RFP. See below.

PANEL A

Panel A is segmented into A-generalists who provide fully capable suppliers for large scale and /or complex projects.

Panel A suppliers are typically national or global industry leaders with the capability to carry out large scale generalist or specialised work. These companies should have minimum **5** years in provision of environmental services. The panel is further segmented into generalist and specialist service providers.

Panel A members will be expected to have fully developed internal processes and procedures (preferably ISO 9001 and or ISO 14001 compliant). They will also be expected to assist Eskom in developing smaller suppliers through skills development.

PANEL B

Panel B is segmented into Qualifying Small Enterprises (QSEs) suppliers as defined in terms of SD&L criteria based on the B-BBEE Codes to accommodate gradual progression of smaller companies. These companies should have minimum **3** years in provision of environmental services.

Panel B has been identified as a group to implement skills development initiatives. Panel members will be encouraged to work in partnerships amongst themselves and enter subcontracting arrangements with Panel A member for development purposes.

PANEL S

Panel S is a specialist panel that consists of specialised companies or highly qualified individuals.

Panel S will be created to allow for direct access to specialised services. The panel will comprise of highly technical individuals or companies with at least 3 years in provision of a specialised area service. Panel S members can be accessed directly to provide a specialist service or subcontracted to perform a portion of specialized work through Panel A or Panel B member. Specialist panel is a self-limiting panel, where all technically competent applicants will be eligible to be placed on the panel.

Technical Skills

The service providers must:

- have employees or have access to employees with Environmental, and/or related qualifications and exposure in the Power/ Electricity and or Construction Industry.
- include Curriculum Vitae for personnel per services within the company.
- note that where required by legislation, personnel who will render these services shall have valid professional registrations with respective professional bodies.
- note that all required personnel shall be competent with the required qualifications and have the required knowledge, training and experience specific to the work, service or task.

Experience (Environmental)

The service providers must demonstrate environmental and related environmental specialist experiences in site EIA's, Water Use Licence Applications, Waste Management License and relevant specialist studies and be able to identify additional legal requirements that may from time to time change with legislation or geographical locations.

Reporting and Software

Reporting requirements will be covered in a detailed tender enquiry document. Service Provider must have software system (s), which they use to execute Eskom's scope of work.

Specification and description of the services

The content of this section is the meat of the scope of work and will depend on the nature of the services required. The *Consultant* may be appointed for a wide range of duties. The range is almost limitless but would typically include:

- Provide services of an advisory or specialist nature.
- Conduct training on an ad hoc basis.
- Manage a service or facility on behalf of the *Employer*.
- Develop a software application and then implement it throughout the *Employer's* organisation.
- Act as the architect for the design and supervision of a new building.
- Act as the engineer for the design of a new project or structure.
- Act as a cost engineer or quantity surveyor on a project.
- Act as the *Project Manager* in terms of an ECC contract or as a project manager for a total project.
- Act as the *Supervisor* in terms of an ECC contract.

Professional services contracts are by nature specialised and it would be impractical to prescribe formats here to cover such a wide range of duties as those listed above.

For engineering and construction services, document compilers are advised to consult a paper issued by CIDB entitled, “A *generic scope of work for services relating to construction works. 18 October 2006*”. This paper identifies a generic format as well as giving guideline scope of services for the appointment of members of the various statutory councils operating in South Africa such as ECSA, SACQSP, SACAP and SACPCMP.

The Construction Industry Council (UK) has developed a generic approach suitable for the appointment of most professional disciplines in the engineering and construction sector. This requires the Scope to be compiled for stages of the services associated with a project and is described on pages 1 and 3 of the above referenced paper. If this approach were to be followed, this section could be developed as follows:

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:
Risk register and compensation events	TBA	TBA	TBA
Overall contract progress and feedback	TBA	TBA	<i>TBA</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.

Provision of bonds and guarantees

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

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

Documentation control and retention

Identification and communication

All contractual correspondence between Consultant and Employer shall be the form of a properly compiled letter, dated and bearing the approved letterhead.

The Employer shall maintain a record of all contractual communications.

The Consultant shall manage Documentation and Records in accordance with ISO 9001:2015 requirements. All documents shall become the property of the Employer and shall comply with ISO 9001:2015 requirements.

Invoicing and payment

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

After completion of service as per the individual task order / purchase order, the Consultant provide the Employer with a Tax Invoice showing the amount due for payment equal to the service completed and aligned with the Task Order / purchase order.

The *Consultant* shall address the tax invoice to:
Eskom Holdings SOC Limited – Financial Department
and include on each invoice 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;

Invoices to be submitted electronically to invoiceseskomlocal@eskom.co.za and the Project Manager for processing.

Electronically submitted must be sent in PDF format ONLY. Each PDF file should contain only one invoice, however the email may contain more than one (1) PDF file.

Please ensure that the Eskom ORDER number is clearly indicated on your invoice together with the line number on the order you are billing for.

All queries and follow ups on invoice payments should be made by contacting the Finance Shared Services (FSS) contact Centre on 011 800 5060 or email ffs@eskom.co.za.

[Add procedures for invoice submission and payment (e. g. electronic payment instructions)]

Contract change management

Changes to the contract shall be approved by the relevant authority of the *Employer*.

Quality management System requirements

Quality requirements as per supplier quality management specification 240-105658000 (QM 58) which specifies Eskom supplier quality requirements. Service Providers to comply with the selected requirements as per **Category 2**

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

The Employer has the right to used material provided by the Service Provider / Consultant for the purpose stated in the Scope, i.e. audit purpose and continuous improvement plan.

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

The ownership of all documentation and information because of work executed on this contract, will belong to the Employer. The Contractor may under no circumstances share, re-produce or publish any information pertaining to this contact without the explicit knowledge and permission of the Employer.

Transfer of rights if Option X 9 applies

The ownership of all documentation and information because of work executed on this contract, will belong to the Employer. The Contractor may under no circumstances share, re-produce or publish any information pertaining to this contract without the explicit knowledge and permission of the Employer.

The contractor will transfer all legal rights for all documentation produced, including but not limited to environmental services in both hardcopy and/or soft copy format, to the Employer.

The Contractor shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

Management of work done by Task Order

Work is only commenced upon receipt of a 'Task Order' or purchase order.

Health and safety

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*, these includes Occupational Health and Safety Act 85 of 1993 and its regulations, Compensation for Occupational Diseases and Illnesses Act 130 of 1993 and Disaster Management Act, 2002 (Act No. 57 of 2002) and its Regulation on Covid 19. (E.g Regulation 16.6).

The Consultant shall comply with the Health and Safety Regulations contained in the OHS Specification 240-165916018 and Contractor Health and Safety Requirements standards 32-136.

Eskom rules should be acknowledge with all signatures in places on the prescribed template – 240-773471499.

Submission of valid letter of good standing is contractual.

The Consultant shall expected to submit OHS/SHE file before commencement of work and go through an ESKOM Induction.

Procurement

BBBEE and preferencing scheme

The Consultant shall comply with the Employer's Broad Based Black Economic Empowerment (B-BBEE) or referencing scheme measurements.

Other constraints

Not Applicable

Preferred subconsultants

Not Applicable

Subcontract documentation, and assessment of subcontract tenders

Not Applicable

Limitations on subcontracting

Subcontracting is not applicable

Attendance on Subconsultants

Not Applicable

Working on the *Employer's* property

Strict adherence to all minimum mandatory requirements when entering Transmission sites. No operating of any Transmission equipment while executing activities as per the scope of work.

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

Most of the Transmission Sites are fitted with monitoring system and prior arrangements need to be made to ensure access reference numbers are obtained from Network Management Centre before any activity can commence.

People restrictions, hours of work, conduct and records

Working Hours: Mondays to Fridays - 07h30 to 16h30

No weekends or public holidays work.

Cataloguing requirements by the *Consultant*

All works, goods and services shall be catalogued for this contract.