



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 occupational hygiene assessment, measurement, and monitoring services for various Distribution LimLanga Cluster sites on an ad hoc “as and when” required basis over a period of 36 months.

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CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of occupational hygiene assessment, measurement, and monitoring services for various Distribution LimLanga Cluster sites on an ad hoc "as and when" required basis over a period of 36 months.

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	R [Rates Based Contract]
Value Added Tax @ 14% is	R [Rates Based Contract]
The offered total of the Prices inclusive of VAT is	R [Rates Based Contract]
(in words) [Rates Based Contract. on an ad hoc basis]	

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 SOC Holding Pty-Ltd - Maxwell Drive Sunninghill, Sandton 2157

(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		
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 SOC Holding Pty-Ltd
Maxwell Drive Sunninghill, Sandton 2157
(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
11.2(9)	The <i>services</i> are	The provision of occupational hygiene assessment, measurement, and monitoring services for various Distribution LimLanga Cluster sites on an ad hoc "as and when" required basis over a period of 36 months.

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	<ol style="list-style-type: none"> 1. Budget constraints. 2. Refer to Procurement Risk Assessment. 3. Late response to the task order. 4. Non - compliance of terms and conditions of the contract 5. Valid professional accreditation and authorised institutions.
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11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
13.6	The <i>period for retention</i> is	Not Applicable

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	As per task order
		2 LimLanga Cluster Sites	As per task order
		3 Eskom Documents	Ad hoc

3 Time

31.2	The <i>starting date</i> is.	To be advised
11.2(3)	The <i>completion date</i> for the whole of the services is.	To be advised
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date
		1 Response to Task Order Per task order 2 Completion of task order Per task order 3 Signed reports Per task order 4 Valid authorizations Duration of contract
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 days of receiving task order.
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 week.

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 weeks of the Contract Date.
42.2	The <i>defects date</i> is	4 weeks after Completion of the whole of the services.

5 Payment

50.1	The <i>assessment interval</i> is	between the 1st and 7th day of each successive month task orders.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		None	N/A
51.1	The period within which payments are made is	Within 14 Days of Service Entry approval, submission of Invoice and Eskom approval of invoice.	
51.2	The <i>currency of this contract</i> is the	South African Rand	
51.5	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>	

6	Compensation events	As per terms and conditions of the latest NEC3 Professional Service Contract (PSC3)
7	Rights to material	Provisions made and authorized by Employer's Agent
8	Indemnity, insurance and liability	As stated for "Format TSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies

81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	Liability for failure by the <i>Consultant</i> 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	See Notes to Consultants in Annexure A
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the <i>Services</i> .	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	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	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i> .	
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 as per Task order	
9	Termination	<p>As provided in the NEC3 PSC Guidance notes X11 termination by the employer. Both parties are to provide 3 months' notice prior to termination.</p> <p>Termination of contract because of insufficient funds.</p> <p>Termination of services with immediate effect due to delay damages or can be instituted after the 3rd early warning is issued.</p>	

10 Data for main Option clause

G Term contract

21.4 The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **As per task order.**

50.4 The *exchange rates* are those published in **Not Applicable**

11 Data for Option W1

W1.1 The *Adjudicator* 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 To be selected upon dispute

Tel No. To be selected upon dispute

Fax No. To be selected upon dispute

e-mail To be selected upon dispute

W1.2(3) The *adjudicator nominating body* 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 *tribunal* is: **arbitration**

W1.4(5) The *arbitration procedure* 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 *arbitration procedure* does not state who selects an arbitrator, is
- the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The index is The standardised rates will be fixed not variable with changes and firm for the first 12 months and thereafter be adjusted annually in accordance with CPI (SEIFSA index Table D-3) for labour and Table L-5 for transport price. 10% of the rates will be fixed and 90% will be adjusted.

X2	Changes in the law	
X2.1	The law of the project is	The Law of South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	<div>Delays in submission of Task order/ quotation, delay damages will be calculated per day at 2% up to the maximum of 10% of the task order.</div> <div>Delays in executing Task Order, delay damages will be calculated per day at 2% up to the maximum of 10% of the task order.</div> <div>Delays in submission of comprehensive/ survey report, delay damages will be calculated per day at 2% up to the maximum of 10% of the task order.</div>
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Ncomeka Xuma
	Address	Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the Employer in this contract.
X11	Termination by the <i>Employer</i>	Reference to be made to the conditions of the NEC3 Professional Services Contract (April 2013)
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	Two 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 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

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

Z8 *Employer's* limitation of liability

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

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

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

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

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive 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>	Applicable to services rendered per task order.	Applicable to services rendered per task order.
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	No compensation/cover by client
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	No compensation/cover by the client

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

Standard means the *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, normalized 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.

Annexure A: Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

Format Dx applies only to Distribution Division projects and contracts. If a Distribution Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover. Cover and deductibles for Distribution Division are per the relevant policy available on the internet web link given below.

Format A generally applies to Transmission Division projects and contracts. If a Transmission Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover.

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

- 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)¹ 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.

Clause	Statement	Data	
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.		
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:		
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	To be advised	
11.2(10)	The following matters will be included in the Risk Register	1. Budget constraints 2. Refer to Procurement strategy risk assessment. 3. non-compliance of terms and conditions of the contract 3. Valid professional accreditation and authorised institutions. 4. Late response to the task order.	
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Refer to a schedule in Part C2.2		

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

25.2	The <i>Employer</i> provides access to the following persons, places and things	As per issued Task order	
31.1	The programme identified in the Contract Data is	To be confirmed between the Consultant in question and the Employer's Agent or any other Eskom Representative nominated by the Employer's Agent	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	Item See expenditures "Disbursements" contained in this contract C2.2.	amount
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	Refer to a schedule in part C2.1and C2.2	

PART 2: PRICING DATA

PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11	
	11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> the Time Charge for work which has been completed on time based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
------------------------------	------	--

and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
--------------------------	------	--

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task-by-Task basis using the Task Schedule to compile the cost of carrying out a Task. *Expenses* are calculated separately and added to the amount due for the services provided.

2. Staff rates and expenses

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

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

- rates for named staff,
- rates for categories of staff/ work, 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/ work rates*.

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

3. The function of the Task Schedule

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

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

4. Supplementary Preambles

- Rate based Contract

The tenderer is advised that the following items are based on contracted rates.

A task order will be supplied with each task and estimated quantities approval must be authorised by the Eskom Employer's Agent prior to execution of work.

Regulated/ Non-Regulated work rates are only applicable upon arrival at the site to be assessed, measured or monitored (When traveling work rates are excluded).

All required work includes accredited calibrated instrumentation, Approved Inspection Authority and SANAS accredited laboratory services/ fees.

- Due to the nature of services, the *Consultant/ Supplier* rates includes management of the contract and compliance with Eskom Safety, Health, Environmental and Quality requirements etc.

- Travelling/ Transport Cost:

Only one vehicle shall be compensated for traveling per task, unless approval is given by the Employer's Agent and included in signed Task Order quantities. Payment of toll fees shall require official supporting toll slips/ receipts. Flight costs are excluded in this contract.

The point of departure shall be from the reporting office to the allocated site(s) on task order (refer to below table depicting reporting offices). If the location of the Consultant's office/ accommodation is closer to the site(s) then the Consultant should claim from their office/ accommodation to the assigned task order site(s).

Table depicting Reporting Office(s)

Province	Reporting office	Address
Mpumalanga	Eskom Park Office Complex	Eskom Park Cnr Jelico & Langenhoven Street Emalahleni Mpumalanga
Limpopo	Thaba Kgolo Building	Thaba Kholo Building Cnr Grobler & Schoeman Street Polokwane Central Limpopo

- Accommodation:

Shall be pre-approved per task order only.

With maximum 3-star rating, (which includes bed and all meals)

Cost of meals shall be built in accommodation and alcoholic beverages excluded.

Eskom Holding SOC Limited cannot guarantee any quantities or volume of work during the contract period, work will be issued as and when required.

C2.2 Salaries rates, expenses & the task schedule

Note: The rates entered for each item includes all calibrated equipment, work and all activities necessary to complete the service item(s).

1. Service rates and expenses

Item nr	Description	Unit	Price (Rands, excl. VAT)
1.	Occupational Health and Safety Act 85 of 1993 Regulated work:		
1.1	Hazardous chemical Agents [including Dust/Crystalline Silica Quartz (SiO2)]	Per hour	
1.2	Ergonomics		
1.3	Noise		
1.4	Asbestos		
1.5	Hazardous Biological Agents		
1.6	Lead		
2.	Occupational Health and Safety Act 85 of 1993 Non-Regulated work:		
2.1	Illumination	Per hour	
2.2	Ventilation and Indoor Air Quality		
2.3	Thermal/Heat stressors		
3.	Material Sampling	Per Sample	
4.	Provide a comprehensive/ survey report	Per Report	
5.	Disbursements/ Expenditure:		
5.1	Accommodation	Per Night	
5.2	Transport (travelling)	Per KM	
5.3	Markup percentage for any additional work (Other expenditures e.g., toll fees, associated work cost are excluded)	%	

Acceptance of rates by the Consultant:

Name

Signature

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	1
C3.2	<i>Consultant's Scope</i>	6
	Total number of pages	8

C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

To provide ad hoc Occupational Hygiene services including provision of Information and instruction for sites in Eskom Distribution LimLanga Cluster. The main purpose is to obtain the various exposure levels and compare them to legal requirements as stipulated in the Occupational Health and Safety Act, act 85 of 1993 in addition all relevant Guidelines and Standards, so as to employ appropriate control measures in order to lower the risk of exposure to employees.

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ASHRAE	The American Society of Heating, Refrigerating and Air-Conditioning Engineers Standards and guidelines
ECSA	Engineering Council of South Africa
IAQ	Indoor Air Quality
OH	Occupational Hygiene
OHS Act	Occupational Health and Safety Act,85 of 1993
SAIOH	South African Institute for Occupational Hygiene
ROH	Registered Occupational Hygienist
ROHT	Registered Occupational Hygiene Technologist
ROHA	Registered Occupational Hygiene Assistant

2 Specification and description of the services

The Contractor shall conduct Occupational Hygiene surveys every two years or as prescribed in the relevant regulation(s) promulgated under the Occupational Health and Safety Act, services are not limited to the below mentioned legal requirements of regulated and non-regulated occupational stress factors:

- Conduct assessment and measure concentrations of hazardous chemical Agents, including dust (as per the Regulations for Hazardous Chemical Agents – Regulations 5 & 6).
- Ergonomic Assessment (as per the Ergonomics Regulations– Regulations 7).
- Conduct assessments, measurement and Asbestos inventory/plans including sampling of asbestos materials (as per the Asbestos Abatement Regulations – Regulations 4,5 and 6).
- Conduct assessment and measure concentrations of lead (as per the Lead Regulations – Regulations 6 & 7).
- Hazardous biological agents (as per the Regulations for Hazardous Biological Agents – Regulation 6 & 7).
- Noise exposure at a workplace will be measured in accordance with the Noise-Induced Hearing Loss Regulations (Regulation 6 & 7) promulgated within the Occupational Health and Safety Act,85 of 1993.
- Illumination surveys will be conducted in accordance with the requirements of the Environmental Regulations for Workplaces, Regulation 3, OHS Act 85 of 1993 and method described in SANS 10114.
- Ventilation and indoor air quality surveys will be conducted in accordance with the Environmental Regulations for Workplaces, Regulation 5, OHS Act 85 of 1993.
- Thermal Stress and/or comfort surveys will be done in accordance with the Environmental Regulations for Workplaces promulgated within the Occupational Health and Safety Act,85 of 1993. Methodology prescribed in ISO Standard 7243 as adopted in SANS 7243 will be followed for thermal stress. ASHRAE Standards are also considered as best practice.

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The service provider must be SANAS accredited as an Occupational Hygiene Inspection Authority (OH AIA) and in addition with the Department of Labour. Where sample testing is required the sample analysis shall be done at a SANAS 17020 accredited Laboratory. The schedule activities must be executed by SAIOH registered members (ROH, ROHT) as per consent of the Employer's Agent and task order. Appropriately calibrated instrumentation from SANAS accredited laboratory shall be utilized, reports must be quality checked and approved by a registered Occupational Hygienist.

Site assessment, measurement and monitoring shall be executed within 5 working days of task order approval. All service work must be accompanied by signed reports, which shall be submitted within 10 working days of site assessment, measurement and monitoring. A single report must be complete in a form of a Multi-Surveys Report per site/ office area for Illumination, IAQ and ergonomics. the description of services and report requirements may vary as specified in the Task order. The service provider shall be accompanied by various Eskom representatives from the SHEQ department and provide orientation on the assessment, measurement and monitoring of site OH stressors. When required assessment, measurement and monitoring shall be conducted in shift work environments outside normal working hours. The consultant may be required to facilitate calibration of Eskom owned Occupational Hygiene equipment/ instruments and provide the necessary calibration certificate(s).

All required work includes accredited calibrated instrumentation, Approved Inspection Authority and SANAS accredited laboratory services. All valid calibration, accreditation and authorisation certificates shall be presented and made available with task order submission and prior execution of work.

Work is acknowledged as complete only when the comprehensive/ survey report is accepted and approved by the Employer's Agent and site representative. When required the Employer's Agent shall require the *Contractor's Occupational Hygienist* to present the written report(s) on virtual/ physical meeting(s) per site(s).

Eskom Distribution LimLanga Cluster Sites

The below table illustrates the estimated OH stressor services quantities for Limpopo and Mpumalanga sites which are small offices to large complex buildings (sites vary in location, urban to rural).

Item	Description	Limpopo Estimated quantities	Mpumalanga Estimates quantities
Regulated work:			
1	HCA Dust/Crystalline Silica Quartz (SI02)	76	55
	Ergonomics	88	81
	Noise	58	52
	Asbestos	50	50
	HBA	5	10
	Lead	10	10
2	Material Sample	60	60
3	Provide a comprehensive/ survey report	150	100
4	Accommodation	50 nights	50 nights
5	Traveling	15 000 KM	15 000KM
Non -Regulated work:			
6	Illumination	88	80
	Ventilation and Indoor Air Quality	88	80
	Thermal/Heat stressors	5	5

Note: The above estimates are for the *Service Providers / Contractor's* guidance for development of plans in executing the services for the duration of the contract. These services will be required on a two-yearly basis.

2.1 Proposal plan for the service

The Contractor shall provide a plan on the provision of ad hoc Occupational Hygiene stressors assessment, measurement and monitoring services throughout the 36 months of the contract. The Contractor shall take into consideration the required legislation, resources, equipment, scope of work and the Mpumalanga Occupational Hygiene Table as depicted in Annexure A of this document. The Contractor shall plan for all applicable health and safety legislative requirements and compliance thereof including relevant Eskom standards/ procedures. The Contractor's plan shall include the contracting main and secondary clauses provided in C1.2 PSC3 to ensure services are rendered accordingly.

Authorised persons to receive instructions or other communications or notices under the Contract

The Contractor shall submit first plan for acceptance within one week of the Contract commencement date for acceptance.

2.2 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:
planning activities Risk register, safety issues, subcontracting, overall co-ordination and compensation events	Quarterly Monthly	Virtual/ physical meetings at Eskom offices	Both parties
Overall contract Assessments, progress and feedback	Monthly between the 25 th Last day of the month.	Virtual/ physical meetings at Eskom offices	<i>Employer, Contractor</i> and other SHEQ representatives

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.

2.3 Consultant's key persons

The contractor shall provide all required information pertaining to their key personnel who will be performing the services and when any changes are made inform the Employer's Agent of such changes. The contractors organogram shall consist of accredited inspection authority, Department of Employment & Labour approved, valid SAIOH membership and SANAS accreditation registered Hygienist/Technologist as required per listed stressors. The Contractor shall work only under the instruction of the Employer's Agent or delegated Eskom representative under the Employer's Agent's consent.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control and retention

2.5.1 Identification and communication

All contractual documentation must have relevant contract number, were applicable task order number /purchase order number as reference as per Eskom Holdings SOC Ltd Standards. Contractual communications will be in the form of properly compiled letters attached to emails in accordance with NEC3 PSC templates. All other documentation shall be in accordance with ISO 9001:2015 Standard, acknowledge by an Eskom Representative and accepted by the Employer's Agent.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the Employer's Agent in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Employer's Agent's payment certificate.

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

[List them]

The *Consultant* shall address the tax invoice to the Employer's Agent and include on it the following information:

- The words "TAX INVOICE" in a prominent place (preferably at the top of the page).
- 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 reflected as ESKOM HOLDINGS SOC LIMITED 4740101508;
- *Consultant's* Invoice number and date issued;
- *Consultant's* Vendor number
- The Employer's issued Purchase Order Number.
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Details on how to submit invoices and additional information:

- 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 Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one 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 Eskom email address (see email addresses below)
- Please ensure that you comply with the tax Requirement for submitting invoices electronically.
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- 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 e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email address for invoice submission: invoiceseskomlocal@eskom.co.za

2.7 Contract change management

Refer to compensation event clauses in section 6 of the core clauses.

2.8 Quality management

Category 4: Quality Requirements:

- The supplier shall complete and sign Form A (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit a quality method statement based on ISO 9001 and specific to the scope of work.
- The quality method statement should address all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
- The supplier shall submit a signed/ approved quality policy (aligned with the supplier's strategic direction). (documented information)
- The supplier shall submit a copy of quality objectives. (documented information)
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of the documented information for roles, responsibilities and authorities, specific to the project/ scope of work/ technical requirements. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.

Note: specific requirements per tender will be selected using the List of Tender Returnables document (240-12248652).

2.9 Management of work done by Task Order

Task Orders will be prepared in the format stated in Clause 11.2(24) of NEC 3 PSC, detailing the task scope. When the Task Order exceeds 2 days of submission, deductions of 5% per Task Order value (10 days and more 10%) shall apply to calculate delay damages for per Task Order.

Expenses for a task will be assessed and managed as per C2 Pricing section 4 Supplementary Preambles including those stipulated in the service requirements.

2.10 Health and safety

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

The *Consultant* is required to work on Eskom premises, where health and safety requirements additional to those prescribed by law apply. The *Consultant* shall comply with the health and safety requirements contained in the tender inquiry and contract specific requirements provided upon contract award. These health and safety requirements are contractual requirements, noncompliance of any health and safety requirements shall be regarded as violation/ of contract requirements.

2.11 Procurement

2.11.1 BBBEE and preferencing scheme

The successful Consultant shall maintain/improve their BBBEE status as at contract award till expiry date.

2.11.2 Limitations on subcontracting

Subcontracting not applicable.

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

Sites such as Sub-Stations and control rooms have very strict entrance requirements which tendering consultants need to allow for in their prices, and the Consultant shall comply with. These

2.11.4 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. The Employer's Agent shall pre-approve work conducted outside normal working hours. These records may be needed when assessing compensation events.

2.12 Things provided by the *Employer*

Provisions relating to details of facilities/ sites, access to information and Eskom required documentation for Occupational Hygiene reporting shall be made available by the Employer for the Consultant's use during performance of the services.

3 List of drawings

3.1 Drawings issued by the *Employer*

Drawings shall be provided as and when required per task order.

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
N/A		