



NEC3 Professional Services Contract (PSC3)

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

and THE TENDERER

for The Establishment of an Enabling Agreement with a maximum Panel of 10 consultants for the Provision of Professional Services for Architectural Services for Properties Management in the Free State and KwaZulu Natal Operating Units in the Central East Cluster, on an as when required basis, for a period of 5 (Five) years.

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CONTRACT No.

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 Establishment of an Enabling Agreement with a maximum Panel of 10 consultants for the Provision of Professional Services for Architectural Services for Properties Management in the Free State and KwaZulu Natal Operating Units in the Central East Cluster, on an as when required basis, for a period of 5 (Five) years.

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	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	

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(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)

(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	
	dispute resolution Option and secondary Options	<p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X13: Performance Bond (Subject to Financial recommendation)</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	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	Eskom Holdings SOC, 25 Vallley View, New Germany, 3610
	Tel No.	031 710 5000
	Fax No.	
11.2(9)	The <i>services</i> are	The Provision Professional Services for Architectural Services for Eskom Properties Management in the Free State and KwaZulu/Natal Operating Units in the Central East Cluster, on an as when required basis.
11.2(10)	The following matters will be included in the Risk Register	

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

11.2(11)	The Scope is in	Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	4 weeks	
13.6	The <i>period for retention</i> is	10 years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 To be confirmed in the task order	To be confirmed in the task order
3	Time		
31.2	The <i>starting date</i> is.		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 To be confirmed in the task order	To be confirmed in the task order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 weeks	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	2 weeks	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	To be confirmed at task order level if required	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	As stipulated in the task order	
51.1	The period within which payments are made is	30 days from Eskom receiving an approved invoice	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by [•] 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

81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the <i>services</i> 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 Services.	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	
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	4 (Four) weeks and to be estimated at quotation time.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	

W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	CPI
	The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	Rates are fixed for a period of one year thereafter CPI escalation will apply
X2	Changes in the law	
X2.1	The law of the project is	the Republic of South Africa
X7	Delay damages	
X7.3	Delay damages for late Completion of the whole of the <i>services</i> are	The Consultant pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until Task Completion.
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	[•]
	Address	[•]
	The authority of the <i>Employer's Agent</i> is	[•]
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 with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage.
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The Additional conditions of contract are	Z1 to Z11 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Consultant* which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if the *Consultant* (or any member of the *Consultant* where the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Consultant* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 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.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Provision of a Tax Invoice. Add to core clause 51

Z7.1 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.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 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.

Z11.2 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.

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*

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

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

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

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

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

11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are: Either complete here or cross refer to a schedule in Part C2.2	name/designation	rate
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		

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>	2
		5

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 anda 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 andthe 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 andother 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 *Employer* to pay to the *Consultant* is included in the amount due.

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

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

2. Staff rates and expenses

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

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

- rates for named staff,
- rates for categories of staff, or

-
- rates related to salaries paid to staff.

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

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

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

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

3. The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

The *staff rates* and *expenses* exclude VAT.

1. The *staff rates* are:

PROFESSIONAL SERVICES PRICELIST			
The rates in this section are subject to an annual escalation as per CPI. The hourly fee rates expressed in this pricelist are exclusive of Value Added Tax. All % markups are not subject to escalation.			
Principal/Staff Category	Experience/Work Context	Unit	Rate per Hour (excluding VAT)
1. Principal	1.1 Specialist	Hour	
2. Salaried Staff	2.1 Associates and Managers	Hour	
	2.2 Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project	Hour	
	2.3 Registered architectural professionals performing work of an architectural nature under direction and control	Hour	
	2.4 Staff performing work under direction and control to support architectural work outputs	Hour	
3. Specialised Professional and other services	3.1 Specialised professionals and other services and fees	% markup	

2. The *expenses* are:

Travel & Subsistence Disbursements			
This section, except for transport, is not subject to CPI. The actual expenditure will be verified and reimbursed, subject to documentary proof, not exceeding the rates prescribed by National Treasury. The consultant must obtained prior approval from Eskom before incurring any expenses.			
Category	Description	Unit	Unit Rate
4. Accommodation	4.1 Accommodation It may not exceed R1 173,91 excluding VAT per night per person (including dinner & breakfast). This amount is subject to change based on the National Treasury Guideline. Lunch can be claimed at cost as per "Meals" item below.	Night	Actual Cost
5. Meals	5.1 Meals The actual cost of a meal may not exceed R147,82 excluding VAT per person, for meals not already accounted for in the accommodation rate. This amount is subject to change based on the National Treasury Guideline. No alcoholic beverages can be claimed.	Each	Actual Cost
6. Travel Mileage	6.1 Sedan/LDV Kilometres will be claimed from the allocated Eskom home centre to the relevant site. Kilometres from the Consultant's office to the allocated Eskom home centre cannot be claimed.	km	
	6.2 4x4 Kilometres will be claimed from the allocated Eskom home centre to the relevant site. Kilometres from the Consultant's office to the allocated Eskom home centre cannot be claimed.	km	
7. Other	7.1 Any other disbursement requested by and agreed to by Eskom		Actual cost

The above is subject to the following:

-
- A request for services will be given to the *Consultant* by the *Employer* in the form of a Task Order. Signatories of both parties on the Task Order are required prior commencement of any work by the *Consultant*. A Task Order is an instruction to perform works as requested by the *Employer*.
 - The level of skill (dependant on the complexity of work), amount of hours and disbursements (i.e. kilometres travelled and nights' subsistence) will be negotiated prior to the issue of the Task Order by the *Employer*.
 - The escalation will only be applicable from the date of approval.
 - CPI will not apply to items relating to "Actual cost"
 - *Consultant* to submit a report every six months to convey to the *Employer* their coaching and knowledge transfer efforts, especially for Previously Disadvantaged Individuals.
 - The hourly rates include any required travel to the Employer's regional offices and up to a 30km radius from a base (as agreed to by the Employer's Agent) to site.
 - The travelling rates apply beyond a 50km radius from an agreed base and will be adjusted annually using the ruling Consumer Price Index.
 - The first 50km of any given trip is considered free and will not be claimed from the *Employer* for travel reimbursement purposes.
 - The *Consultant* will be required to provide quotation/s when the need arises for non-bill rates, for the approval of Employer's Agent. Employer's Agent has the right to reject quotation/s and do its own market research, should the *Consultant's* quotation/s not be acceptable to Employer's Agent. Where quotation/s are required, Eskom will not pay the *Consultant* to supply quote/s.
 - The cost component from the *Consultant* for Specialised Professional and other services, will be assessed at task order level by the Employer's Agent prior commencement of service.

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	8
	Total number of pages	9

C3.1: EMPLOYER'S SCOPE

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1. Description of the services

1.1. Executive overview

The provision of professional services for architectural services for Eskom Properties Management in the Free State and KwaZulu/Natal operating units in the CentralEast Cluster, on an as when required basis.

Home Centre:

Operating Unit	Home Centre	Allocated Home Centre (Tick <input checked="" type="checkbox"/> Home Centre)
Free State	Eskom Centre Main Office - Bloemfontein	
KwaZulu Natal	New Germany Complex	

1.2. Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
CESA	Consulting Engineers South Africa
CNC	Customer Network Centre
ECC	Engineering Construction Contract

2. Specification and description of the services

The scope of work entails that the appointed Professional Architectural Services Company will act as a main *Consultant* to provide services of professional architects, professional engineers, professional quantity surveyors, town planning and project management and specialist skills for the Eskom Property Management department in the Free State and KwaZulu Natal operating units, on an as and when required basis.

The essential functions of each work stage relevant to the service are identified hereafter as follows:

Stage 1: Inception

- a) Receive, appraise and report on the client's requirements with regard to the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting; and
- g) whether other statutory authority applications are required or desirable.

Stage 2: Concept and viability (concept design)

- a) Prepare an initial design concept and advise on:
 - i the intended space provisions and planning relationships;
 - ii proposed materials and intended building services; and
 - iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project.

e) Review the project programme.

Stage 3: Design Development

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority;

Stage 4: Documentation and procurement

Stage 4.1

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority, and submit documents for approval at the local authority.

Stage 4.2

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;
- d) Assist with evaluating offers, and recommend a successful tenderer for appointment;
- e) Assist with preparing the contract documentation;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

Stage 5: Construction

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

Stage 6: Close-out

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

Specialized professional and other services

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

Special design services
Special management services
Special studies
Special Submissions to Statutory Authorities
Work on existing premises
Other services

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

3.1. 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	Weekly on _____ at _____	[•]	[•]
Overall contract progress and feedback	Monthly on _____ at _____	[•]	<i>Employer's Agent</i> , <i>Consultant</i> and [•]__

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.2. Consultant's key persons

The key persons will be confirmed at task order level as per requirements to be met and the process to be followed during service provision.

3.3. 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.

3.4. Documentation control and retention

3.4.1. Identification and communication

Further Employer's documentation requirements shall be specified in the Task Order.

3.4.2. Retention of documents

The *Consultant* retains copies of the reports for a period of 5 years following Completion or earlier termination.

3.5. Records and forecasting of expenses

The *Consultant* shall maintain clear records of expenses and be submitted on request to the Employer.

3.6. Records and forecasting of the Time Charge

The *Consultant* shall maintain clear records of time charged and be submitted on request to the Employer.

3.7. Invoicing and payment

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

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Consultant* has received payment
- Total of Invoices where the *Consultant* is awaiting payment

The *Consultant* shall address the tax invoice to ESKOM HOLDINGS SOC LIMITED and include on it the following information:

- Name and address of the *Consultant* and the *Employer*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- 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;

Within one week of assessing the amount due by *Consultant* in terms of core clause 50.1, the *Consultant* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The *Consultant* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

3.7.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Consultant* and do not necessarily repeat all the details of work and materials required by and described in the *Employer's* Scope.

3.7.2 Prices to be Inclusive

The *Consultant* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Consultant* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

3.7.3 Measurement Meetings

The *Consultant* shall attend monthly meetings with the *Employer's* Agent where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

3.8. Contract change management


Any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms will be confirmed at the time of the compensation event.

3.9. Inclusions in the programme

First read clause 31.2 and then include here any matters regarding the order and timing of the work of the *Employer* and Others which the *Consultant* is take account of in his programme. Also describe any information other than that already requested in clause 31.2 which the *Consultant* is to show on each programme he submits for acceptance.

3.10. Quality management

The *Consultant* shall comply with the quality requirements contained in Part 5 - Quality Requirements to this *Employer's* Scope.

	Supplier Quality Management: List of Tender Returnables Documents	Unique Identifier	240-12248652
		Revision	7
		Effective Date	2022/01/26
		Specification	240-105658000
Category 4 : Quality Requirements	Deliverables to be evaluated indicator = 1		
SECTION A : Quality Management System Requirements ISO 9001			
Objective evidence of documented QMS that is not certified but complies with ISO 9001			Apply =1
A.1 Quality Method statement based on scope. (Method Statement Template-Ref 240-126469599)			1
A.2 Quality Policy Approved by top management.			1
A.4 Control of documented information (i.e. document and record control) Clause 7.5 of ISO 9001:2015			1
A.5 Documented information for Control of nonconforming outputs Clause 8.7 of ISO 9001:2015			1
A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015			1
Section A Score Option 2			5
SECTION B : Evidence of QMS in operation (Tender Quality Requirements-Ref 240-105658000)			
			Apply =1
B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)			1
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)			1
Section B Score			2
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000)			
Customer specific requirements & other standards and required can be listed and evaluated here			
			Apply (Yes=1)
E.1 Form A is completed and signed.			1
Section E Score			0

3.11. The Parties use of material provided by the Consultant

Employer's purpose for the material

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. State here what your intended purpose is.

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

Read clause 70.4 first and if you want to restrict the *Consultant's* use of material provided by him for this contract on other work state these here.

Transfer of rights

The *Employer* owns the *Consultant's* rights over the designs and reports prepared for this contract by the *Consultant* except as stated otherwise on the scope.

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

3.12. Management of work done by Task Order

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

3.13. Health and safety

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

The *Consultant* shall comply with the health and safety requirements contained in Part 3 – Safety Requirements of this Scope of Work

3.14. Procurement

BBBEE and preferencing scheme

SANAS accredited BBBEE certificate or valid sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) or CIPC BBBEE Certificate for EME companies.

Preferred subconsultants

N/A

Subcontract documentation, and assessment of subcontract tenders

The *Consultant* shall be responsible for Providing the Service. The *Consultant* submits the name of each proposed Subconsultant to the *Employer* for acceptance as per Clause 24.2.

Limitations on subcontracting

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on Subconsultants

The *Consultant* shall be responsible to attend to their Subconsultants. All requirements stated in the *Employer's* Scope shall be subjected to Subconsultant.

3.15. Correction of Defects

Correction of defects will be 24 (twenty-four) weeks after completion of the whole of the services as per the Task order

3.16. Working on the Employer's property

Most of the work is performed outside the *Employer's* property; however, should there be a need to do work on the *Employer's* property it will be confirmed at Task order level. All Eskom procedures shall be maintained.

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

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

People restrictions, hours of work, conduct and records

It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Sub-consultants. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

Normal business hours will apply unless otherwise stated on the task order.

3.17. Cooperating with and obtaining acceptance of Others

The *Consultant* will co-operate with Others in obtaining and providing information which they need in connection with the services.

Where necessary to provide the services, the *Consultant* may hold or attend meetings with Others. The *Consultant* will inform the *Employer* of these meetings beforehand and the *Employer* may attend them.

3.18. Things provided by the Employer

The *Employer* will provide any available information or data that may be related to and required for Providing the Service.

3.19. List of drawings

Drawings issued by the Employer

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