



NEC3 Professional Services Contract (PSC3)

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

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

for WATER SUPPLY FEASIBILITY STUDY FOR THE
TUBATSE PUMPED STORAGE SCHEME PROJECT
FOR PERIOD OF 24 MONTHS

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	3
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Securities proforma	[•]

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:

WATER SUPPLY FEASIBILITY STUDY FOR THE TUBATSE PUMPED STORAGE SCHEME PROJECT FOR PERIOD OF 24 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
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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		

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 _____ <i>(Insert name and address of organisation)</i> Name & signature of witness _____ Date _____	_____ _____ _____ _____ <i>(Insert name and address of organisation)</i> _____ _____ _____
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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: Employer's Agent</p> <p>X11: Termination by the Employer</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</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	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
11.2(9)	The <i>services</i> are	WATER SUPPLY FEASIBILITY STUDY FOR THE TUBATSE PUMPED STORAGE SCHEME PROJECT FOR PERIOD OF 24 MONTHS
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	seven calendar days
13.6	The <i>period for retention</i> is	5 years following Completion or earlier termination.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	[•]
		2	[•]
		3	[•]

3 Time

31.2	The <i>starting date</i> is.	To be updated upon signing of the contract	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	Twenty four months after the date as indicated in 31,2	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	[•]
		2	[•]
		3	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Four weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four weeks.	

4 Quality

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

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	Item	Amount
		[•]	[•]
		[•]	[•]
		[•]	[•]

		[•]	[•]
51.1	The period within which payments are made is	Eight weeks.	
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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
82.1	The <i>Consultant’s</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		

G	Term contract
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than four weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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 [•].

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”}

X2	Changes in the law	
X2.1	The law of the project is	[•].

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X4	Parent company guarantee	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.
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X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R5000 per day

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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.
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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.
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X18	Limitation of liability
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: The total of the Prices
X18.3	The <i>end of liability date</i> is five years after Completion of the whole of the services/task order.
Z	The Additional conditions of contract are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

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

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

- Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

- Z12.1 Replace core clause 81 with the following:
- 81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>		
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>	
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	

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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		
11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 2	

		3	
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		

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Professional Services Contract

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

- Option X4: Parent company guarantee
- Option X13: Performance Bond

These secondary Options require a bond or guarantee “in the form set out in the Scope”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Scope.

The *Consultant* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Consultant's Parent Company)

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and

{Insert registered name and address of the *Consultant*} (the *Consultant*), for

{Insert details of the services from the Contract Data} (the *services*).

I/We the undersigned

on behalf of the *Consultant's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Consultant* shall Provide the Services in accordance with the above numbered Contract.

1. If for any reason the *Consultant* fails to Provide the Services, we hereby agree to cause to Provide the Services at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Consultant* and the *Employer* and/or between us and *Consultant*; nor any alteration in the obligations undertaken by the *Consultant* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Consultant*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Consultant* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Consultant*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	_____
Name(s) (printed)	_____
Position in parent company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Consultant's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Performance **Bond – Demand Guarantee**: [Drafting Note: Name of Consultant to be inserted]

Project [] Contract Reference: [Drafting Note: Consultant contract reference number to be inserted]

In this Guarantee the following words and expressions shall have the following meanings:-

“Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

“Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]

“Contract” – means the written agreement relating to the Services, entered into between Eskom and the Consultant, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])

“Consultant” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Consultant to be inserted]

“Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].

“Expiry Date” - means the earlier of

- the date that the Bank receives a notice from Eskom stating that all amounts due from the Consultant as certified in terms of the contract have been received by Eskom and that the Consultant has fulfilled all his obligations under the Contract, or
- the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom

“Guaranteed Sum” - means the sum of R [●] ([●] Rand);

“Services” - means [insert if applicable.].

At the instance of the Consultant, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Consultant of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;

state the amount claimed ("the Demand Amount");

state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum;
and

shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Consultant.

Eskom shall be entitled to arrange its affairs with the Consultant in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Consultant or any variation under or to the Contract.

Should Eskom cede its rights against the Consultant to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable;

is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable;

shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

shall be regarded as a liquid document for the purpose of obtaining a court order; and

shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Consultant to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Consultant contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Consultant*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Consultant*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of *Consultant* to be inserted]
 - 1.5 "*Consultant's ASGI-SA Obligations*" – means the *Consultant's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/06.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Consultant*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Consultant* of the *Consultant's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as

principal and not as surety and the Bank's obligation/s to make payment:

- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Consultant*.
6. The *Employer* shall be entitled to arrange its affairs with the *Consultant* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Consultant* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Consultant* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 0 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	<p>(17) The Price for Services Provided to Date is, for each Task, the total of</p> <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. <p>(20) The Prices are</p> <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	<p>The amount due is</p> <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>.
--------------------------	------	--

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

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

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

2. Staff rates and expenses

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

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

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

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

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

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

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

3. The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

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

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

1. The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT

2. The *expenses* are:

No.	Expense item	Amount / rate excluding VAT

3. The task schedule

The following format could be used:

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

No.	Items of work priced on a lump sum basis	Price (excluding VAT)

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

The water supply feasibility study for the Tubatse Pumped Storage Scheme is required for the first phase in developing the infrastructure that will supply water to the Tubatse project.

The objective of the Tubatse Pumped Storage Scheme (TPSS) Project is to design, construct, and commission a 1500 MW pumped storage hydropower facility in Limpopo, South Africa, with the goal of enhancing grid stability and providing reliable peak load electricity supply. This Tubatse project aims to support the integration of renewable energy sources into the national grid, reduce carbon emissions, serve as a black start facility, and meet growing energy demands sustainably.

The Tubatse project is located along the escarpment between the Nebo Plateau and the Steelpoort River Valley, in the Limpopo Province, South Africa, some 15km Northwest of Roosenekal & 240km Northeast of Pretoria.

The raw water supply to TPSS Project was originally planned as part of the development of the De Hoop Dam in the Steelpoort river that was constructed by the Department of Water and Sanitation (DWS). The supply to the TPSS was Phase 2i of the project but was not constructed due to Eskom's postponement of the TPSS at the time.

Raw water for the TPSS Project is required for construction, initial filling of the system and operation and is planned to be abstracted from the De Hoop Dam which forms part of the Olifants River System.

The DWS also requires additional water to be transferred from the De Hoop Dam to the Nebo Plateau by the TPSS.

1.2 Purpose of the services

The purpose of the services is to develop and complete a bankable feasibility level assessment and Full Business Case (FBC) for the proposed bulk raw water supply infrastructure from De Hoop Dam to the TPSS lower reservoir and associated social water supply infrastructure.

The services are intended to provide the Client and BWUA with sufficient technical, environmental, commercial, financial, social and implementation information to support:

- Selection and confirmation of the preferred project solution;
- Final Investment Decision (FID);
- Integration into the broader OMM Programme implementation framework;
- Funding approvals;
- Statutory and regulatory processes;
- Procurement planning for subsequent implementation phases; and
- Development of a project execution strategy.

1.3 Background

The proposed project comprises the development of bulk raw water supply infrastructure to supply water from De Hoop Dam to the proposed Tubatse Pump Storage Scheme (TPSS) in Limpopo Province.

The infrastructure is intended to support:

- Initial filling of the TPSS reservoirs;
 - Ongoing operational make-up water supply requirements;
 - Regional and social water supply requirements to communities on the Nebo Plateau and surrounding areas; and
 - Integration into the broader Olifants Management Model (OMM) Programme.
- The anticipated infrastructure may include, but is not limited to:
- Raw water abstraction infrastructure;
 - Pump stations;
 - Bulk raw water pipelines;
 - Reservoirs and balancing storage;
 - Bulk supply tie-ins and connections;

- Electrical supply infrastructure;
- Access roads;
- SCADA, telemetry and communications systems;
- Ancillary civil, mechanical, electrical and control systems; and
- Environmental and social mitigation infrastructure.

Existing feasibility and environmental work undertaken during the earlier ORWRDP studies shall be reviewed and utilised where appropriate.

1.4 Objectives of the feasibility study

The objectives of the Feasibility Study are to:

- Confirm the technical viability of the proposed bulk water supply scheme;
- Confirm the water demand, operating philosophy and system performance requirements;
- Review and optimise alternative infrastructure and route options;
- Confirm environmental and social constraints and mitigation requirements;
- Confirm land, servitude and statutory approval requirements;
- Develop a preferred technical solution to bankable feasibility level;
- Develop Class appropriate capital and operating cost estimates;
- Develop implementation schedules and procurement strategies;
- Assess project risks and opportunities;
- Develop the Full Business Case in accordance with Infrastructure South Africa and 5 Case Model requirements;
- Develop an implementation execution strategy suitable for transition into implementation phases; and
- Provide sufficient information to support Final Investment Decision.

1.5 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
DWS	Department of Water and Sanitation
TPSS	Tubatse Pumped Storage Scheme
OMM	Olifants Management Model

2 Specification and description of the services

2.1 General

The *Consultant* shall provide all professional services, personnel, management, specialist studies, investigations, analyses, reporting, stakeholder engagement support and coordination necessary to complete the Feasibility Study.

The *Consultant* shall act as lead professional consultant and shall coordinate all specialist subconsultants required to complete the services.

The *Consultant* shall undertake the services in accordance with:

1. Applicable South African legislation;
2. Applicable Department of Water and Sanitation requirements;
3. Applicable Eskom requirements and standards;
4. Applicable environmental legislation and approvals;

5. Infrastructure South Africa 5 Case Model requirements;
6. Applicable engineering codes and standards;
7. NEC Professional Services Contract requirements; and
8. The Client's governance, reporting and project control requirements.

2.2 Project Initiation and Management

The *Consultant* shall:

1. Establish project execution procedures;
2. Prepare a detailed study execution plan;
3. Prepare and maintain a study programme;
4. Prepare a communication and reporting protocol;
5. Establish document control procedures;
6. Coordinate all specialist disciplines;
7. Attend meetings with the Client and stakeholders;
8. Maintain project action registers;
9. Maintain risk and opportunity registers;
10. Prepare monthly progress reports; and
11. Provide overall project management for the duration of the services.

Deliverables:

12. Study Execution Plan;
13. Baseline Programme;
14. Progress Reports;
15. Risk Register;
16. Action Register; and
17. Monthly Cost Reports.

2.3 Review of Existing Information

The *Consultant* shall review all available existing information relevant to the project including:

1. Previous ORWRDP and Phase 2i studies;
2. Existing environmental studies and approvals;
3. Existing route selection studies;
4. Existing hydrological and geotechnical information;
5. Existing topographical and cadastral information;
6. Existing Eskom TPSS information;
7. Existing infrastructure information;
8. Existing water allocation and licensing information; and
9. Existing social and stakeholder information.

The *Consultant* shall identify gaps in the available information and define additional investigations required.

Deliverables:

10. Existing Information Review Report;
11. Gap Analysis Report; and
12. Recommended Additional Investigations Report.

2.4 Water Demand and System Requirements

The *Consultant* shall:

1. Review and confirm TPSS water requirements;
2. Review reservoir filling requirements and operating philosophy;
3. Review operational make-up water requirements;
4. Confirm social water supply requirements;
5. Confirm system reliability and availability requirements;

6. Confirm hydraulic design criteria;
7. Confirm operating scenarios; and
8. Confirm future expansion requirements.

Deliverables

9. Water Demand Assessment Report;
10. System Design Basis Report; and
11. Operating Philosophy Report.

2.5 Technical Feasibility and Options Assessment

The *Consultant* shall:

1. Review existing route options;
2. Investigate additional route or infrastructure alternatives where required;
3. Assess alternative abstraction, pumping and pipeline configurations;
4. Assess constructability considerations;
5. Assess operability and maintainability;
6. Assess energy requirements and operational efficiency;
7. Undertake hydraulic modelling and surge analysis;
8. Undertake preliminary process and system design;
9. Develop preliminary layouts and general arrangements;
10. Assess infrastructure interfaces with the TPSS;
11. Assess bulk electrical supply requirements;
12. Assess telemetry and control requirements; and
13. Recommend the preferred technical solution.

Deliverables:

14. Options Assessment Report;
15. Hydraulic Modelling Report;
16. Technical Feasibility Report;
17. Preliminary Design Drawings;
18. Preliminary Equipment Schedules; and
19. Preferred Option Recommendation Report.

2.6 Surveys and Site Investigations

The *Consultant* shall identify, manage and coordinate all surveys and investigations required for feasibility level development including:

1. Topographical surveys;
2. Cadastral investigations;
3. Geotechnical investigations;
4. Geophysical investigations where required;
5. Material investigations;
6. Site inspections;
7. Pipeline crossing investigations;
8. Utility identification;
9. Hydrological investigations; and
10. Floodline assessments.

Deliverables:

11. Survey Reports;
12. Geotechnical Investigation Reports;
13. Hydrology Reports; and
14. Site Investigation Reports.

2.7 Environmental and Social Considerations

The *Consultant* shall:

1. Review existing environmental authorisations and studies;
2. Identify environmental approval requirements;
3. Determine whether amendments or new approvals are required;
4. Undertake environmental screening and constraints mapping;
5. Undertake social impact and stakeholder assessments;
6. Identify land acquisition and servitude requirements;
7. Identify heritage and biodiversity constraints;
8. Identify relocation requirements if applicable;
9. Develop mitigation measures;
10. Support stakeholder engagement processes; and
11. Prepare required environmental and social documentation.

Deliverables:

12. Environmental Constraints Report;
13. Social Impact Screening Report;
14. Stakeholder Engagement Plan;
15. Environmental Approval Strategy;
16. Servitude and Land Requirements Plan; and
17. Environmental and Social Risk Register.

2.8 Statutory and Regulatory Assessment

The *Consultant* shall:

1. Identify all statutory approvals and permits required;
2. Assess water use licensing requirements;
3. Assess environmental authorisation requirements;
4. Assess servitude and land acquisition requirements;
5. Assess planning and municipal approval requirements;
6. Assess electricity supply approval requirements; and
7. Develop a regulatory approvals strategy and schedule.

Deliverables:

8. Regulatory Requirements Register;
9. Statutory Approval Strategy;
10. Permit Schedule; and
11. Compliance Matrix.

2.9 Financial and Economic Analysis

The *Consultant* shall:

1. Develop capital cost estimates;
2. Develop operating and maintenance cost estimates;
3. Develop lifecycle cost assessments;
4. Assess tariff implications;
5. Assess implementation packaging options;
6. Assess commercial structures;
7. Assess funding considerations;
8. Assess affordability and financial viability;
9. Assess procurement strategies; and
10. Develop sensitivity analyses.

Deliverables:

11. Capital Cost Estimate;
12. Operating Cost Estimate;
13. Lifecycle Cost Report;

14. Financial Assessment Report;
15. Commercial Assessment Report; and
16. Procurement Strategy Report.

2.10 Risk Assessment and Value Engineering

The *Consultant* shall:

1. Facilitate structured risk workshops;
2. Identify technical, commercial, environmental and implementation risks;
3. Develop mitigation measures;
4. Assess opportunities for optimisation;
5. Undertake value engineering reviews; and
6. Maintain the project risk register.

Deliverables:

7. Risk Assessment Report;
8. Risk Register;
9. Value Engineering Report; and
10. Opportunity Register.

2.11 Implementation Planning

The *Consultant* shall:

1. Develop a project execution strategy;
2. Develop implementation schedules;
3. Develop packaging strategies;
4. Develop contracting strategies;
5. Identify long lead items;
6. Assess construction staging requirements;
7. Assess construction water requirements;
8. Assess operational transition requirements; and
9. Develop implementation readiness recommendations.

Deliverables:

10. Project Execution Strategy;
11. Preliminary Project Schedule;
12. Procurement and Contracting Strategy;
13. Implementation Readiness Report; and
14. Construction Staging Plan.

2.12 Full Business Case

The *Consultant* shall prepare a Full Business Case aligned to the Infrastructure South Africa 5 Case Model framework.

The Full Business Case shall include:

Strategic Case

1. Strategic need;
2. Project objectives;
3. Alignment with policy and strategy;
4. Project benefits;
5. Stakeholder considerations; and
6. Social and economic drivers.

Economic Case

7. Options analysis;

8. Cost benefit considerations;
9. Preferred option justification; and
10. Value for money assessment.

Commercial Case

11. Commercial structure;
12. Procurement strategy;
13. Risk allocation;
14. Contracting approach; and
15. Delivery model.

Financial Case

16. Capital and operating costs;
17. Funding considerations;
18. Tariff implications;
19. Affordability analysis; and
20. Financial sensitivity analysis.

Management Case

21. Governance arrangements;
22. Delivery strategy;
23. Programme management approach;
24. Risk management;
25. Project controls;
26. Stakeholder management; and
27. Implementation planning.

Deliverables

28. Draft Full Business Case Report;
29. Final Full Business Case Report; and
30. Executive Presentation Material.

2.13 DELIVERABLES

The *Consultant* shall provide the following minimum deliverables:

1. Study Execution Plan;
2. Baseline Programme;
3. Existing Information Review Report;
4. Gap Analysis Report;
5. Water Demand Assessment Report;
6. System Design Basis Report;
7. Technical Feasibility Report;
8. Hydraulic Modelling Report;
9. Options Assessment Report;
10. Preliminary Design Drawings;
11. Geotechnical and Survey Reports;
12. Environmental and Social Reports;
13. Regulatory and Permitting Reports;
14. Capital and Operating Cost Estimates;
15. Risk Assessment Report;
16. Value Engineering Report;
17. Procurement Strategy Report;
18. Project Execution Strategy;
19. Preliminary Implementation Schedule;
20. Monthly Progress Reports;
21. Draft Full Business Case Report;
22. Final Full Business Case Report; and

23. Executive Summary Presentation.

All reports shall be submitted in draft and final format.

All drawings shall be submitted in native electronic format and PDF.

2.14 Employer Information

The *Employer* shall provide, where available:

1. Existing TPSS reports and information;
2. Existing environmental information;
3. Existing route and study information;
4. Existing survey and geotechnical information;
5. Existing approvals and licences;
6. Existing Eskom standards and requirements;
7. Existing programme schedules; and
8. Access to relevant stakeholders.

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

3.1 Management meetings and reporting

The *Consultant* shall:

1. Attend kick-off meetings;
2. Attend monthly progress meetings;
3. Attend technical workshops;
4. Attend stakeholder workshops as required;
5. Attend risk workshops;
6. Prepare meeting agendas and minutes; and
7. Provide monthly progress reporting.

Monthly reports shall include:

8. Overall progress;
9. Schedule status;
10. Cost status;
11. Key risks;
12. Key decisions required;
13. Deliverable status; and
14. Planned activities for the next reporting period.

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 *Consultant* provides a list of key persons and organogram to the *Employer's Agent* on request and on any change of information.

The *Consultant* shall appoint a Project Manager / Team Leader as a key person for the contract who:

- a) Functions as single point of contact between Eskom and the *Consultant*.
- b) Plans and manages the delivery of the services in accordance with the contract requirements.
- c) Acting with care and diligence: ensuring that all duties are carried out with due care, skill and diligence.

- d) Compliance with regulations: adhering to the standards and rules set by legislation
- e) Fulfilling contractual obligations: meeting the terms of contracts and agreements
- f) Management and oversight

3.3 Documentation management

The *Consultant* shall:

- 1. Maintain electronic document management systems;
- 2. Maintain document registers;
- 3. Maintain revision control;
- 4. Submit PDF copies of all deliverables;

3.3.1 Identification and communication

All documents, except data sheets, conform to the formatting standards as listed in paragraph Document and data numbering. Any deviation from this format is to be agreed to in writing by the Employer.

Where no standard is prescribed, the *Consultant* proposes the format and contents to the Employer for review and acceptance.

All deliverable data are expressed in SI (metric) units of measurement.

Document Format

Document and data numbering

A unique Identification Code Number is assigned to each document or data so that it can be:

- a) correctly associated with its related data and items;
- b) referred to precisely; and
- c) retrieved when necessary.

Revision identifiers

Documents and data have revision identifiers to indicate the current revision status.

Document identification

Each document provides the data, as listed below, to properly identify the document. The following are indicated on each page of a document:

- a) Company Name
- b) Proprietary Classification
- c) Document Title
- d) Document Number
- e) 'Revision' – document revision identifier
- f) Date
- g) 'Page number' of 'number of pages'
- h) Each page of a document, including all attachments, is numbered consecutively from the first to the last page.

Amendment history

Each document includes an amendment history that indicates the following for each revision:

- a) Revision identifier.
- b) Date (either release date or effective date).
- c) Preparer.

Approval signatures

Each document includes the names and signatures of the preparer, reviewer and approver.

Document Copies And Software Formats

Documents for interim reviews are submitted in Adobe PDF format and in Microsoft format. All final versions of documents are submitted as one hard (paper) copy and on a USB drive (in Adobe PDF format and in Microsoft format) which is uniquely identified on it as to its contents.

3.3.2 Retention of documents

Copies of documents, records, calculations and associated raw data are stored in a format that can be read by the user, or converted to human readable form, regardless of the media used. Copies are stored in such a way that they remain legible, readily identifiable and retrievable for the entire lifetime of the services and for at least five years after.

3.4 Communication

1. All verbal communication are followed up with written confirmation
2. All written communication should be on formal letters with Corporate letter heads
3. An email system is used for general communication
4. Minutes of Meetings are held for all meetings relating to the project
5. Communication is important and is managed to ensure maximum benefits to the project.
6. All communication to be directed to the *Employer's Agent*

3.5 Records and forecasting of expenses

- a) The *Consultant* shall maintain accurate, complete and up to date records of all expenses incurred in connection with the provision of services under this contract.
- b) Only time charge, travel costs will be reimbursed as per Eskom's business travel policy 32-1042
- c) All expense records shall be supported by appropriate documentation such as time sheets, invoices and payroll summaries shall be made available to the *Employer* upon request.
- d) The *Consultant* shall prepare and submit to the *Employer* a monthly forecast of the expected expenses for the duration of the services including staffing levels, rates or other costs elements inline with the reimbursable costs on the pricelist.
- e) Forecasts shall include:
 - I. Actual expenses incurred to date
 - II. Projected expenses for the remaining period of the service
 - III. Explanations for any material variances from previous forecasts or budgeted costs
- f) Retention of all expense related records shall be as per clause 13.6.
- g) The invoices/receipts for all claimed expenses to be reimbursed at cost. In addition the following must be:
 - I. When claiming km travelled the requirements of the Eskom Travel Procedure 32-1042 is adhered too (providing of google maps for the route travelled, deducted the home-work home km from the total km's travelled etc.).
 - II. All travel and accommodation need to be pre-approved by the *Employer*. For approval, the planned travel and booking information requirements (as per 32-1042) are to be submitted timeously to the *Employer* for approval.

3.6 Records and forecasting of the Time Charge

- a) The *Consultant* shall maintain accurate and verifiable records of time worked by all personnel engaged in the delivery of services under this contract.
- b) These records shall include as a minimum, the name and surname of the individual, their role, dates and hours worked, location and the scope to which the time was charged.
- c) Time records shall be supported by appropriately authorised timesheets or electronic time-logging systems, and shall be submitted to the *Employer* as supporting evidence for payment.
- d) The *Consultant* shall submit to the *Employer* on a monthly basis, a forecast of the time charges for the remainder of the contract period. The forecast shall include:
 - I. Cumulative actual time charges to date.
 - II. Forecasted time charges to Completion
 - III. Any known or anticipate changes in staffing, hours or rates that may impact total time-based costs.

- IV. The *Consultant* shall immediately notify the *Employer* in writing of any significant variance (+/- 10%) between the forecasted time charge and the previously agreed budget.
- e) The *Employer* shall have the right to inspect and audit the *Consultant's* time records and forecasting methodology upon reasonable notice during normal working hours.
 - f) The *Consultant* shall retain all time charge records and supporting documentation as per clause 13.6.
 - g) Working hours are as per the site agreements
 - h) Overtime is billable as per 3.16.2.1 provided it has been pre-approved by the assigned manager
 - i) The *Employer* will remunerate 50% of the time the *Consultant* spends travelling, whereas the project site will be the base for the *Consultant*. Travelling within a 50km radius from base will not be reimbursable.

3.7

3.8 Invoicing and payment

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 _____ and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* name has to be reflected as Eskom Holdings SOC Limited
- Description of service provided for each item invoiced based on the Price List
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Invoice to be submitted with the signed off report

3.9 Quality management

The *Consultant* shall implement and maintain a quality management system for the services. All deliverables shall be subject to internal quality review prior to submission. The *Consultant* shall maintain document revision control and traceability.

The *Consultant* is required to produce high-quality work products in accordance with best practice. This means, among other things, the following:

- a) All reports and documents will be clear in their identification of issues, be logically structured and drafted or prepared to ultimately meet financier requirements.
- b) All key outputs will be proof-read, cross-referenced, consistent etc. and have been reviewed in their entirety and approved by the Team Leader before being issued to Eskom and other stakeholders.
- c) All project documents would be subject to Eskom's approval before being shared with any external parties.
- d) The *Consultant* would be required to enter into a non-disclosure agreement with Eskom.
- e) All reports and other outputs must be in English.

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in 240-105658000 Supplier Quality Management Specification (also referred to in Eskom as QM-58)

3.10 Health and safety

The *Consultant* shall comply with all applicable health, safety and environmental legislation and Client requirements during execution of the services.

All site visits and investigations shall be undertaken in accordance with approved safety procedures.

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

The *Consultant* is expected to establish a SHE Plan which meets the employer's SHE requirements included in the procurement documents as well as all the relevant applicable legislation. Eskom in no way assumes the *Consultant's* legal responsibilities. The *Consultant* as a legal entity, therefore an employer is and remains accountable for the quality and the execution of the health and safety program for their employees and contractor employees. The supplemented *Employer's* SHE requirements reflects minimum requirements and should not be construed as all encompassing.

The *Consultant* shall comply with the health and safety requirements contained in Annexure B of the *Employer's* SHE requirements to this Scope. In the event of site visits to Employer's premises, the *Consultant* shall comply to the site's specified requirements

3.11 Management of work done by Task Order

- a) Task Orders will be prepared in the format stated in an Annexure C attached to the Scope.
- b) *Consultant* to only commence work once the task order has been issued and accepted.
- c) The *Consultant* to provide resource schedule and timeline for the completion of the task order as well as financial projection inline with the pricelist.
- d) Delay Damages only apply where the Task Order scope is fully defined at issue of the request for proposal, and the Consultant and the Employer agree through the signed Task Order over resource deployment and the proposed completion period. Delay Damages shall not be applicable until such time that the Task Order is signed by both parties.
- e) Proposed timelines :
 - I. The *Consultant* will have 5 days from receipt of the task order to submit a proposal inclusive of the required returnables.
 - II. The *Employer* shall evaluate the proposal and returnables and respond within 7days.
 - III. Once the proposal has been accepted, the *Consultant* will have 30days to mobilise and commence work.

3.12

3.13 Procurement

3.13.1 BBBEE and preferencing scheme

The *Consultant* is expected to offer Workplace Integrated Learning (WIL) for graduates from within Sekhukhune District Municipality with preference being given to those within Elias Motsoaledi Local Municipality Area. The Trade or Professions and the quantities will be determined by the feasibility within the scope of the service/work.

Awarded Contractor is expected to maintain or improve their B-BBEE Recognition Level for the duration of the contract and the foreign company will be expected to comply with South African Law once it has been awarded the Contract.

The winning Bidder shall complete and submit the SDL&I Implementation Schedule 28 days after contract award.

This SDL&I Implementation Schedule will be used as a reference document for monitoring, measuring, and reporting on the Contractor's progress in delivering on their stated SDL&I commitments.

The Contractor shall, on a quarterly basis, submit a report to Eskom in accordance with Quarterly Reporting Template on their compliance with the SDL&I obligations described above

Eskom shall review the SDL&I reports submitted by the Contractor within thirty (30) days of receipt of the reports and notify the supplier on its performance progress

Upon notification by Eskom that the supplier is not meeting its SDL&I obligations, the Contractor shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report.

SDL&I or the Eskom agent will monitor the meeting of the SDL&I targets in the contract. SDL&I collates SDL&I commitments by contractors and suppliers as stated in their contracts with Eskom. A minimum of 1.5% penalty shall be invoked should a contractor/supplier fail to meet its contractual obligations in terms of the SDL&I targets.

3.13.2 Preferred subconsultants

Where the *Consultant* has preferred sub*Consultants* the following Is to be provided:

- a) Name of the sub*Consultant* firm/ individual
- b) Discipline role
- c) Reason for preference

The *Consultant* shall inform the Employer of changes to sub-contractors to be used for the provision of the services.

3.13.3 Subcontract documentation, and assessment of subcontract tenders

A formal agreement outlining the scope of work, responsibilities, payment terms, timelines and dispute resolution mechanisms are to be submitted to the Employer.

Format is to follow NEC guidelines

The objective of Sub-Consulting is to ensure that there will be sharing or transference of expertise to South Africans, in accordance with the requirements of the Reconstruction and Development Programme (RDP) through sub-consulting, which involves mentorship and coaching.

Therefore, the *Consultant* will be expected to mentor/coach a small emerging consulting firm that is owned by previously disadvantaged persons through sub-consulting up to 30% of the scope of work to a South African firm. These Sub-Consulting requirements are as follows:

Sub-contracting can only be concluded with one or more of the following entities.

- a) An EME or QSE which is at least 51% owned by Black people.
- b) An EME or QSE which is at least 51% owned by Black people who are women.

3.13.4 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.

3.13.5 Attendance on SubConsultants

The *Consultant* shall ensure:

- a) Supervision and management
- b) Guidance and assistance
- c) Resource management
- d) Efficiency
- e) Safety and compliance
- f) Contract interpretation

3.13.6 Commitment to Corporate Social Investment (CSI)

The *Consultant* has committed to spend at least 1% of the Contract Value on CSI initiatives that would be agreed upon with Eskom. These CSI initiatives will be included in the *Consultant's* SDL&I Implementation Schedule that will be approved by Eskom's Contract Manager.

3.14 Correction of Defects

- a) As per NEC Clause 41.2

3.15 Working on the Employer's property

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

The *Consultant* shall comply with all the Employer's site entry requirements and obtain at his cost all the necessary permits.

- a) All employees working on the Eskom Project Sites may require to complete induction before work can start.
- b) Obtain and provide evidence of police clearance required to enter the Employer's site.
- c) Personal Protective Equipment (PPE) must be worn at all-times except in the PPE free zones.
- d) All employees must comply to Eskom Life Saving Rules:
 - Open, isolate, test, earth, bond and/or insulate before touch.
 - Hook up on heights
 - Buckle Up
 - Permit to work
 - Be sober.

Security Vetting:

Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service must be subjected to vetting and or screening in line with Eskom's Vetting Policy and Vetting Procedure. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

As per section 2A(b) of the National Strategic Intelligence Act 39 of 1994, as amended by the General Intelligence Laws Amendments Act 11 of 2013, to conduct the security screening and vetting investigations to determine the competence of a person if such a person:

- a) Is rendering a service or has given notice of intention to render a service to an organ of state, which service may:
 - i. give him or her access to classified information and intelligence in the possession of the organ of state; or
 - ii. give him or her access to areas designated as National Key Points in terms of the National Key Points Act 102 of 1980.

Security vetting is a requirement for access to the Employer's sites as well as information, therefore, the Consultant shall ensure that all required information required for the completion of the security vetting process is provided correctly, completely, truthfully and timeously. Note:

- a) *Consultant* is to allow for the following vetting turnaround timelines when submitting task order planning:
 - I. For local employees – one week from receipt of fully completed vetting pack
 - II. For international employees – three weeks from receipt of fully completed vetting pack
- b) The Employer will not be liable for costs associated to access delays on account of incomplete submitted required vetting information.
- c) Should the result of the vetting process declare the applicant unsuitable, their application will be rejected and the Consultant will provide another candidate for vetting.
- d) The *Consultant* staff shall consent to all the required tests, failure to do so will result in the applicant being rejected and the *Consultant* will have to provide a replacement as per requirements.
- e) Every successfully vetted human resource shall sign a Non-disclosure agreement.

Access into site is managed through compliance to several of relevant security legislative frameworks not limited to National Key Points Act, Firearms Control Act, Control of Access to Public premises and vehicles Act inclusive of Site-specific Standard Operating Procedures not excluding the Contractor Access Control Standard that outlines the brief responsibilities of gaining access to site, i.e.:

- a) Only a fingerprint criminal clearance record of less than 30 days from the date of issue will be accepted.
- b) Only fingerprint criminal clearance record with a clear criminal result issued by the SAPS CRC and/or an accredited supplier linked to the SAPS Automated Fingerprint System (AFIS) will be allowed.
- c) Access/Exit is subject to security protocols and measures applicable to site which includes but not limited to Declaration and bringing personal equipment to site (OV18 Process), prohibited

items (ie Drugs, Alcohol, weapons, pets etc), prohibition in removing any asset without authorization, Returning of permits on termination, Principles of access – ie Only authorized personnel will be granted access, Immediate reporting of incidents to the Security Control Room before tampering, Visitors Pre-arrangement and escort Security Process, etc

- d) Passive and active substance abuse screening/testing on entry, while inside and on leaving any of the sites controlled by Eskom.
- e) Access to sites will be revoked in any of the following circumstances prevails (i.e. End of contract, security violations or breaches, Security threat or compromise, Contractor terminated or resigns).

3.15.2 People restrictions, hours of work, conduct

- a) The *Consultant* keeps detailed 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.
- b) The *Employer* will reject unsuitable personnel should they not meet the requirements as per the contract.
- c) Upon termination of the *Consultant's* human resource's engagement for any reason, the resource shall promptly return to the *Employer* all property belonging to the *Employer* including (but not limited to) equipment, devices, documents, files, access credentials and any other tangible or intangible assets.
- d) The resource shall also return or securely delete all copies of (electronic or physical) of any confidential or intellectual property created or obtained during the course of the engagement.
- e) Furthermore, the resource shall promptly assign and transfer to the *Employer* any work product, inventions, discoveries, developments, improvements, processes, or other intellectual property created, conceived, or developed whole or in part during the engagement and shall cooperate fully in executing any necessary documents to perfect the *Employer's* rights therein.

3.15.2.1 Work hours and overtime

Should there be a need for overtime, the Employer shall be advised and may provide approval. Overtime shall be assessed and paid as follows:

- a) Weekdays 1.5 times the resource rate after the standard 8hour day has been worked Monday to Friday local time.
- b) Saturday: 1.5times the resource hourly rate
- c) Sunday: 2 times the resource hourly rate
- d) Public holidays: 2 times the resource hourly rate. Only south African public holidays shall be recognised.

3.15.2.2 Billable hours

- a) Billable hours are those directly attributable to the performance of services under this contract as documented in daily time logs.
- b) Billable hours excludes non-productive time such as Consultant internal training, general staff meetings and administrative overheads.

3.15.2.3 Timekeeping and records

The Consultant shall maintain daily time records using the agreed upon timekeeping software which is to include:

- a) Employees details
- b) Date
- c) Hours worked
- d) Labour category
- e) Brief description of work performed

All time sheets to be approved and confirmed for accuracy by the employee's supervisor and available for audit by the Employer.

3.16 Cooperating with and obtaining acceptance of Others

- a) Facilitate regular co-ordination meetings to align expectations and address concerns.
- b) Submit documents timeously for review and approval
- c) Incorporate feedback efficiently and maintain schedule and quality.
- d) Promote transparency and collaboration through documentation, shared platforms and responsive communication.

3.17 Things provided by the *Employer*

Should the need arise, the following will be provided should the Employer deem necessary:

- a) Access to site or premises
- b) Relevant project background documents
- c) Stakeholder contact information
- d) Meeting and workspace facilities
- e) Security access and permits to enter restricted areas.
- f) Timely review and feedback on submitted deliverables.