



NEC3 Professional Services Contract (PSC3)

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

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

**for PROVISION OF CONTRACT MANAGEMENT
TRAINING SERVICES FOR ESKOM HOLDINGS SOC
LTD ON AN AS AND WHEN REQUIRED BASIS**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF CONTRACT MANAGEMENT TRAINING SERVICES FOR ESKOM HOLDINGS SOC LTD ON AN AS AND WHEN REQUIRED BASIS

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 Not Applicable – Cost reimbursable
Value Added Tax @ 15% is	R Not Applicable – Cost reimbursable
The offered total of the Prices inclusive of VAT is	R Not Applicable – Cost reimbursable
Not Applicable – Cost reimbursable	

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X7: Delay damages
		X10: Employer's Agent
		X11: Termination by the Employer
		X18: Limitation of liability
		Z: Additional conditions of contract
	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	Provision of Contract Management Training Services for Eskom Holdings SOC Ltd on an As and When Required Basis
11.2(10)	The following matters will be included in the Risk Register	Matters to be included as and when identified during the contract period
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	3 working days

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

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	Eskom Academy of Learning
		2	All the necessary areas that the Consultant needs to gain access to in order to perform the services
			Contract start date
			During contract period as and when required
3	Time		
31.2	The <i>starting date</i> is.		
11.2(3)	The <i>completion date</i> for the whole of the services is.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	Acceptance and Approval of learning material
			To be agreed at inception of contract
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As per Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	As per Task Order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 weeks of the Contract Date.	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		[•]	[•]
51.1	The period within which payments are made is	4 weeks.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by [•] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,

and

the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove

6	Compensation events	Refer to General Conditions of the Contract
7	Rights to material	Refer to General Conditions of the Contract
8	Indemnity, insurance and liability	Refer to General Conditions of the Contract
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	Refer to General Conditions of the Contract
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	[•] weeks.
50.4	The <i>exchange rates</i> are those published in	[•] on [•] (date).
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	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	Consumer Price Index (CPI)
X2	Changes in the law	
X2.1	The law of the project is	Any law within the Republic of South Africa which applies to the Consultant providing the Services. The Consultant shall comply with all applicable laws under the scope of work.
X7	Delay damages	
X7.3	Delay damages for late Completion of the Task of are	R4000 per day and not exceeding 5% of the Task Order value
X9	Transfer of rights	
X9	Refer to General Conditions of the Contract	
X10	The <i>Employer's Agent</i>	

X10.1	The <i>Employer's Agent</i> is	
	Name:	Damela Mathetja
	Address	Eskom Academy of Learning, Dale Road, Midrand
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the Employer in this contract with the exception of those required by clauses 51.1, 81.1
X11	Termination by the <i>Employer</i>	Refer to General Conditions of the Contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 *Employer’s limitation of liability*

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

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

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

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

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

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

Z11 *Ethics*

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

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

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

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	Commercial and business to determine [Delete this note after inserting]

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	Commercial and business to determine [Delete this note after inserting]
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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*

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		
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		
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART 2: PRICING DATA

PSC3 Option G

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

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of - the Time Charge for work which has been completed on time based items on the Task Schedule and - a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are - the Time Charge for items described as time based on the Task Schedule and - the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

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

and

Assessing the amount due	50.3	The amount due is - the Price for Services Provided to Date, - the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and - other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.
--------------------------	------	--

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

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

Staff rates and expenses

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

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

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

- rates related to salaries paid to staff.

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

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

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

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

The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

The expenses are:

Note:

Travel expenses are claimed according to Eskom's Travel and subsistence guidelines (see below) substantiated by documentary proof.

Disbursements are approved and signed off by the *Employer's Agent* and claimed at cost.

No.	Expense item
Traveling Km's	- The <i>Consultant's</i> traveling up to 50km's from its Business Premises will not be recoverable or claimable. - Traveling cost from Workplace (i.e Megawatt Park, Sunninghill/Eskom Academy of Learning, Midrand) to Eskom facilities for the purposes to Provide the Services may be claimable if the distance is higher than above KM's. - Claims must specify from where to where and for what purpose. - When Eskom provides offices for the duration of the contract, then km's from Supplier's office to Eskom's office cannot be claimed. (Km's from the <i>Consultant's</i> home to Eskom office cannot be claimed.) - When the training is conducted virtually then km's cannot be claimed
Eskom's km rate	R3,60k/m
Car Rental	- Group B or similar - At least have 2 airbags - Air-conditioning - ABS brakes for safety purposes - The <i>Consultant</i> to facilitate their own bookings and payment arrangements
Accommodation	- Maximum 3 Star, bed and breakfast - The <i>Consultant</i> to facilitate their own bookings and payment arrangements
Cost of Meals	- Associated with to Provide the Services, the cost of a meal should not exceed R158,00 per meal (incl. beverage, plus 10% gratuity and VAT) - No Alcohol beverages will be claimable - The consultants to facilitate their own bookings and payment arrangements
Flights reimbursable	- Economy class - The consultant(s) to facilitate their own bookings and payments

The task schedule

The following format could be used:

Item	Courses Follow the sequence on price list	Indicative Duration	Price per Delegate
1.	Basic Contract Law	2 days	
2.	Construction Law and Contracts	2 days	
3.	Planning and Delay Analysis	2 days	
4.	Claims Management	2 days	
5.	Dispute Resolution and Expert Witnesses	2 days	
1.	NEC3/ NEC4 Standard Form of Contracts		
6.1	NEC3/ NEC4 Engineering Construction Contract (ECC)	3 days	
6.2	NEC3/ NEC4 Engineering Construction Short Contract (ECSC)	2 days	
6.3	NEC3/NEC4 Professional Services Contract (PSC)	2 days	
6.4	NEC3/NEC4 Professional Services Short Contract (PSSC)	2 days	
6.5	NEC3/NEC4 Term Services Contract (TSC)	2 days	
6.6	NEC3/NEC4 Term Services Short Contract (TSSC)	2 days	
6.7	NEC3/NEC4 Supply Contract (SC)	2 days	
6.8	NEC3/NEC4 Supply Short Contract (SSC)	2 days	
6.9	NEC3/NEC4 Adjudicators Contract	1 day	
6.10	NEC3/NEC4 Framework Contract	1 day	
6.11	NEC3/NEC4 EPC Turnkey	3 days	
7.	FIDIC 1 st /2 nd Edition Standard Form of Contracts		
7.1	FIDIC 1 st /2 nd Edition Construction Contract (Red Book)	2 days	
7.2	FIDIC 1 st /2 nd Edition Plant and Design - Build Contract (Yellow Book)	2 days	
7.3	FIDIC 1 st /2 nd Edition EPC Turnkey Projects (Silver Book)	3 days	
8.	Scope Development and Management	3 days	
9.	Contract Drafting	2 days	
10.	Contract Negotiations Skills	2 days	
11.	Managing Compensation event	2 days	
12.	***Project Management Accreditation	6 days	

Note:

- **Please take note that prices above excludes VAT and CPA;**
- **Provide training manuals and supporting materials;**
- **Estimated number of delegates is a minimum of 10 to a maximum of 30 delegates per class**
- ***** Project Management Accreditation pricing:**
 - The pricing is for minimum of 10 delegates
 - Additional 5 candidates secure 5 % discount
 - Further additional 5 candidates secure further additional 10% discount
 - Further additional thereafter secure further 5% discount

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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	<i>Employer's Scope</i>	10
Total number of pages		11

C3.1: EMPLOYER'S SCOPE

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Description of the services

Executive overview

The provision of contract management training services for Eskom Holdings SOC Ltd employees on an as and when required basis. The Consultant is expected to provide experienced and skilled facilitators, including appropriate learning material, to facilitate training courses which will enhance the participants understanding and application of contract management concepts and principles.

The training courses includes NEC Contracts, FIDIC and specific contract management courses as detailed herein the Description of services. The purpose of training courses is to capacitate Eskom contract managers and administrators as well as end users with the necessary knowledge, skills and technical ability to effectively administer contracts across all disciplines (technical and non-technical).

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
SAICE	South African Institute of Civil Engineers
CPD	Continuing Professional Development
ADDIE	Analyse, Design, Develop, Implement and Evaluate
ETDP	Education, Training and Development Practices
SETA	Sector Education and Training Authority

Specification and description of the services

Eskom adopted a process to be followed in the delivery of training, which is ADDIE, an abbreviation which stands for Analyse, Design, Develop, Implement and Evaluate. ADDIE is a framework that aims to plan and deliver learning in a context and logical manner. The application of ADDIE shall be integrated into the delivery of training.

The Consultant shall develop training material that includes facilitator's presentation, learner manual and pre and post assessment questions and answers, to be submitted to Eskom for approval and acceptance. Training material development must have pragmatic approach. The course content must ensure that it meets specific standards for Continuing Professional Development and the course are accredited or eligible for accreditation in the professional bodies i.e ECSA, SAICE, SACPCMP, etc.

All facilitators from the Consultant that are providing training must have completed the Education, Training and Development Practices (ETDP) training from the and are found competent as facilitators and assessors by the Sector Education and Training Authority (SETA). Proof of ETDP training certificate must be submitted to Eskom including professional CV of the facilitators for approval and acceptance.

All trainings interventions are to be conducted virtually and/or in-class based on business requirements. Pre and post assessment must be conducted for each training session. Pre assessment must be made available to learners between two (2) days and five (5) days before training start date. Post assessment must be administered at the end of each training session and results must be communicated to the learners and Eskom training administrators at least two (2) days after training to a maximum of five (5) days.

Facilitation and course evaluation shall be conducted for each training session to measure training effectiveness, gather learner feedback and promote continuous improvement. The Consultant to provide a consolidated report

The Consultant is required to provide pro-bono clinic to Eskom employees, comprising of deployment of specialist consultants to site for questions and answers on a drop-in basis. This includes a presentation prepared and conducted by the Consultant once a month during Eskom Kgorong sessions in collaboration with Eskom.

The Consultant is required to develop material and conduct training for the following courses:

Item	Course Description	Indicative Duration
1.	Basic Contract Law	2 days
2.	Construction Law and Contracts	2 days
3.	Planning and Delay Analysis	2 days
4.	Claims Management	2 days
5.	Dispute Resolution and Expert Witnesses	2 days
2.	NEC3/ NEC4 Standard Form of Contracts	
6.1	NEC3/ NEC4 Engineering Construction Contract (ECC)	3 days
6.2	NEC3/ NEC4 Engineering Construction Short Contract (ECSC)	2 days
6.3	NEC3/NEC4 Professional Services Contract (PSC)	2 days
6.4	NEC3/NEC4 Professional Services Short Contract (PSSC)	2 days
6.5	NEC3/NEC4 Term Services Contract (TSC)	2 days
6.6	NEC3/NEC4 Term Services Short Contract (TSSC)	2 days
6.7	NEC3/NEC4 Supply Contract (SC)	2 days
6.8	NEC3/NEC4 Supply Short Contract (SSC)	2 days
6.9	NEC3/NEC4 Adjudicators Contract	1 day
6.10	NEC3/NEC4 Framework Contract	1 day
6.11	NEC3/NEC4 EPC Turnkey	3 days
7.	FIDIC 1 st /2 nd Edition Standard Form of Contracts	
7.1	FIDIC 1 st /2 nd Edition Construction Contract (Red Book)	2 days
7.2	FIDIC 1 st /2 nd Edition Plant and Design - Build Contract (Yellow Book)	2 days
7.3	FIDIC 1 st /2 nd Edition EPC Turnkey Projects (Silver Book)	3 days
8.	Scope Development and Management	3 days
9.	Contract Drafting	2 days
10.	Contract Negotiations Skills	2 days
11.	Managing Compensation Events	2 days
12.	Project Management Accreditation	6 days

At the end of each course the Consultant should ensure that each participant is able to demonstrate the following:

- I. How the training course contents interface and relates to the workplace contract management expectations.
- II. The understanding of concepts, techniques and principles pertaining to the relevant modules.
- III. The approach to resolve contract management scenarios based on various case studies presented during the training course.
- IV. Practically apply the theory to anticipate (the ability to foresee) impending contractual risks, develop strategies and employ appropriate mitigation.
- V. How the training course will improve the efficient and effective management of contracts in the workplace.
- VI. How to continuously and consistently use the training material during the administration of contracts.
- VII. Explain the broader context between the training course content, legal framework and Eskom governance.
- VIII. Successfully participate in and complete formative assessments (individual and group tasks) used to demonstrate training course content comprehension.

- IX. Meeting the requirements of the training course and being declared competent after successfully completing the summative assessment (final individual assessment).

Training Course: Basic Contract Law

Preferably the modules for this training course should cover following concepts including related case studies:

- I. SA legal system
- II. Introduction to the understanding of the law
- III. General Principles of law of contracts (form of offer and acceptance, valid contract, terms of contract, interpretation of contract, breach of contract, remedies for breach of contract, transfer and termination of personal rights)
- IV. The contract of sale and contract of lease
- V. Relevant legislation pertaining to law of contract
- VI. Dealing service provider non-performance
- VII. Securities (Bonds and guarantees)
- VIII. Related case law

Training Course: Construction Law and Contracts

Preferably the modules for this training course should cover following concepts including related case studies:

- I. Global and local Construction related laws and regulations.
- II. Instil a relatively well-rounded understanding of the structure of Construction Contracts, discharge of a contract and available remedies.
- III. A variety of South African case studies should be used to enhance the learning.
- IV. Related case law

Training Course: Planning and Delay Analysis

Preferably the modules for this training course should cover following concepts including related case studies:

- I. The principles, protocols and different types of planning infrastructure related projects including terminology used in planning
- II. The techniques and methods used to assess infrastructure project related delays, issues of concurrency, understanding the compensable period and causality.
- III. Best practice with regards to management and measurement of contractor works programme and schedule progress.
- IV.

Training Course: Claims Management

Preferably the modules for this training course should cover following concepts including related case studies:

- I. Management of commercial claims, including prompt development of effective communication and responses
- II. Proactive collection and management if contemporary records and related information
- III. The principle and different types of planning infrastructure related preliminary and general costs

Training Course: Dispute Resolution and Expert Witness

Preferably the modules for this training course should cover following concepts including related case studies:

- I. The principles and protocols governing the dispute resolution and available mechanisms.

- II. Local and international legislation and procedures governing dispute resolution phase and or steps eg Negotiation, Mediation, Adjudication Arbitration and Litigation
- III. Mandatory and non-mandatory provisions and governing Negotiation, Mediation, Adjudication Arbitration and Litigation
- IV. Contract Management of contractual claims, including prompt development of effective communication and responses
- V. The nature of parties driven without prejudice discussion with the intent to amicably resolve an impasse

Training Course: NEC3 and/or NEC4 course

Preferably the modules for this training course should cover following concepts including related case studies:

- I. NEC3/NEC4 basic overview and difference between NEC3 and NEC4
- II. NEC3/NEC4 contract strategies
- III. NEC3/NEC4 contract drafting
- IV. Detailed explanation of Core Clauses
- V. Detailed explanation on selection of Main and Secondary Clauses
- VI. Detailed explanation of Z clauses
- VII. Detailed explanation on contract commencement e.g kick off meeting, induction, regulatory permits and site establishment.
- VIII. Contractor performance and contractor performance management.
- IX. Progress assessment of works.
- X. Explanation of tests.
- XI. Explanation Contract management roles and responsibilities.
- XII. Explanation Payment/Defects certificates.
- XIII. Explanation of Programmes.
- XIV. Explanation of Take Over.

Training Course: FIDIC standard forms of contract

Preferably the modules for this training course should cover following concepts including related case studies:

- I. FIDIC basic overview
- II. FIDIC contract strategies
- III. FIDIC contract drafting
- IV. Detailed explanation of underlying principles behind FIDIC standard forms of contracts
- V. FIDIC contracts and agreements
- VI. Introduction to the various contractual provisions and commercial management mechanisms.
- VII. Explanation of the similarities and differences between all FIDIC standard forms of contracts
- VIII. Detailed explanation of the condition of the conditions of contracts for specific contract
- IX. Detailed explanation on contract commencement e.g kick off meeting, induction, regulatory permits and site establishment.
- X. Contractor performance and contractor performance management.
- XI. Progress assessment of works.
- XII. Explanation of tests.
- XIII. Explanation roles and responsibilities.
- XIV. Explanation Defects notification and liability period
- XV. Explanation of Take Over.
- XVI. Definitions and cross reference

Training Course: Scope development

Preferably the modules for this training course should cover following concepts including related case studies:

- I. Developing the scope for works, services and/or supply of commodities in alignment with the contract
- II. Practical application of principles and skills by participants
- III. The principles and protocols of governing the scope definition
- IV. Best practice in the proper scope development and lessons learned.

Training Course: Contract Drafting

Preferably the modules for this training course should cover following concepts including related case studies:

- I. Principles of contract law
- II. Contract terms and conditions
- III. Understanding and interpretation of the contract
- IV. The structure and language of the contract
- V. Standard forms of contract, preferably NEC3/NEC4 and bespoke
- VI. Identifying and mitigating of potential risks associated with contracts
- VII. Contract modifications and addendums
- VIII. Related case law

Training Course: Contract Negotiation Skills

Preferably the modules for this training course should cover following concepts including related case studies

- I. Introduction to Contract Negotiation
- II. Objectives of contract negotiations
- III. Negotiation Strategies and Techniques
- IV. Framework for preparing for the negotiations
- V. Development of negotiation strategy
- VI. Formation of the negotiation team and the roles
- VII. Conducting a negotiation (setting the scene, understanding the problem, finding common ground, communication and negotiating, managing conflict and aggression)
- VIII. Formation of a contract

Training Course: Managing Compensation Events

Preferably the modules for this training course should cover following concepts including related case studies:

- I. Compensation event defined
- II. Principles of NEC Compensation Events
- III. Schedule of cost component
- IV. Shorter schedule of cost component
- V. Compensation event procedure
- VI. Compensation events and/or claims prevention
- VII. Administration of compensation events

Project Management Accreditation Programme

- I. Complete management of the accreditation process
- II. Pre entry evaluation of suitable candidates to be registered, as proposed.
- III. Frequent reporting of the implementation
- IV. Issuing the relevant registration certificates

Constraints on how the *Consultant* Provides the Services.

Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As per issued notification communication	Eskom Academy of Learning or Ms Teams	<i>Employer's Agent</i> and <i>Consultant</i>

Overall contract progress and feedback	Monthly as per agreed date	Eskom Academy of Learning or Ms Teams	<i>Employer's Agent, Consultant and others as invited.</i>
--	----------------------------	---------------------------------------	--

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

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

Consultant's key persons

The *Consultant* shall provide:

- Contact details of *Consultant's key persons* (including landline and mobile number)
- Contact details of alternate, suitable key person.
- An organogram from the *Consultant* showing *Consultant's key persons* and their lines of authority shall be submitted to the *Employer* within one (1) week of the contract date. The *Consultant* shall be required to notify the *Employer* of the contact details, leave and alternatives, where applicable, in the respect of each *Consultant's key person*. Any changes in this regard shall be notified in writing in advance within one (1) week of occurring and measures taken to avoid negative impact on the *Consultants* availability to deliver the service.

Documentation control and retention

Identification and communication

All final reports are to be issued in electronic format and hard copy to the *Employer's Agent*. Draft reports for comment and input are to be submitted to the *Employer's Agent* in electronic format as well. The communication between *Consultant* and *Employer's Agent* will be done via email; telephone and web meetings.

The NEC templates shall be used for communication (e.g. Early warning) and the originator to generate own numbering system. Communication to be directed to the lead person of the *Consultant's Key Person/s* and the *Employer's Agent* (Vice Versa)

Retention of documents

The *Consultant* is to retain copies of terms of reference or brief, reports and other documents which record the services in electronic format and hard copy. The time period for which the *Consultant* is to retain such documents is the period for retention stated in the Contract Data.

Records and forecasting of expenses

First read clause 21.3 (Option A) and 21.4 (Option C E and G) and then state here any additional requirements you may need for the record keeping and forecasting of expenses. Otherwise delete.

Records and forecasting of the Time Charge

If Option C E or G applies first read clause 21.4 then state here any additional requirements you may need for the record keeping and forecasting of the Time Charge. Otherwise delete and delete in any case if Option A applies.

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]

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number

The *Consultant* shall address the tax invoice to Eskom Holdings SOC Ltd and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract title, contract number and PO number;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

Within one week of assessing the amount due by *Consultant* in terms of core clause 50.1, the *Consultant* provides the Employer with a tax invoice showing the amount due for payment.

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

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

Contract change management

Early Warning to be used by both parties and recipient to respond in three (3) working days.

Inclusions in the programme

The *Consultant* to submit the program and risk assessment within 3 days of receiving a Task Order..

Quality management

The *Consultant* shall comply with the quality requirements contained in Annexure _____ to this Employer's Scope.

System requirements

The *Consultant* shall comply with Quality Management System Requirements ISO 9001

Information in the quality plan

The *Consultant* shall submit the following:

- Quality method statement based on the scope.
- Quality Policy Approved by top management.
- Quality Objectives Approved by top management.

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

The *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope.

Transfer of rights if Option X 9 applies

The *Employer* owns the *Consultant's* rights over the material prepared for this contract by the *Consultant* except as stated otherwise in the scope.

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

Management of work done by Task Order

The Task order which lists the items of services to be carried out shall be prepared by the *Employer's* Agent or his delegate and shall be sent to the *Consultant* to price as per the agreed Task Schedule rate.

Health and safety

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

The *Consultant* shall comply with the health and safety requirements contained in Annexure _____ to this *Employer's* Scope.

Procurement

BBBEE and preferencing scheme

SDL&I requirements and targets to be inserted here

Other constraints

Delete if not required or state any other constraints that may be applicable to people employed by the <i>Consultant</i> and change the heading to suit the subject matter.

Subcontract documentation, and assessment of subcontract tenders

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

The agreement between the *Consultant* and subconsultant shall comply with NEC3 contractual requirements. The subconsultant shall be subjected to the same contractual requirements as the *Consultant*.

Limitations on subcontracting

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

Attendance on Subconsultants

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

Correction of Defects

Correction of defects shall be in accordance with the conditions stipulated in the Contract Data.

Working on the *Employer's* property

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

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

People restrictions, hours of work, conduct and records

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

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

Cooperating with and obtaining acceptance of Others

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

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

Things provided by the *Employer*

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