



## NEC3 Professional Services Contract (PSC3)

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

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

**for the provision independent Measurement and  
Verification (M&V) services for Eskom's Distribution  
Additional Capacity Programme development,  
Distribution System Operator (DSO) initiatives,  
Eskom Internal Energy Efficiency (EIEE) and Clean  
Development Mechanism (CDM) activities**

<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	[3]
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## C1.1 Form of Offer & Acceptance

### Offer

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

**The provision independent Measurement and Verification (M&V) services for Eskom's Distribution Additional Capacity Programme development, Distribution System Operator (DSO) initiatives, Eskom Internal Energy Efficiency (EIEE) and Clean Development Mechanism (CDM) activities**

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	<b>Not Applicable – Option G will be applied</b>
Value Added Tax @ 15% is	<b>Applicable</b>
The offered total of the Prices inclusive of VAT is	<b>Not Applicable – Option G will be applied</b>
(in words) <b>Refer to Option G</b>	

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

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## 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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>G: Term contract</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X9: Transfer of rights</b>
		<b>X10 <i>Employer's Agent</i></b>
		<b>X11: Termination by the <i>Employer</i></b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Professional Services Contract (April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 11 800 8111</b>
11.2(9)	The <i>services</i> are	<b>For the provision independent Measurement and Verification (M&amp;V) services for Eskom's Distribution Additional Capacity Programme development, Distribution System Operator (DSO) initiatives, Eskom Internal Energy Efficiency (EIEE) and Clean Development Mechanism (CDM) activities</b>
11.2(10)	The following matters will be included in the Risk Register	<b>Project specific and will be identified as and when on site</b>
11.2(11)	The Scope is in	<b>Part 3: Scope of Work</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and [www.ecs.co.za](http://www.ecs.co.za)

12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>One (1) week unless stated otherwise</b>
13.6	The <i>period for retention</i> is	<b>Five (5) years following Completion or earlier termination.</b>

## 2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1</b>	<b>As stated in the Task Order</b>
			<b>As stated in the Task Order</b>

## 3 Time

31.2	The <i>starting date</i> is.	1 July 2023		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	30 June 2026		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>		<b>key date</b>
		1	As stated in the Task Order	As stated in the Task Order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As stated in the Task Order		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks.		

## 4 Quality

40.2	The quality policy statement and quality plan are provided within	<b>Four (4) weeks of the Contract Date.</b>
42.2	The <i>defects date</i> is	<b>Fifty two (52) weeks after Completion of the whole of the <i>services</i>.</b>

## 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
		As stated in the Task Order	As stated in the Task Order
51.1	The period within which payments are made is	30 days after receipt of invoice for QSE and generic suppliers; and 14 days for EME suppliers.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5 The *interest rate* is

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

and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Two (2) weeks after receipt of the signed Task Order
50.4	The <i>exchange rates</i> are those published in	N/A



## 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
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"> <li>if the Parties cannot agree a choice or</li> <li>if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

## 12 Data for secondary Option clauses

### X1 Price adjustment for inflation

X1.1	The index is	CPI as published by Statistics SA
	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"}	Fixed for a period of twelve (12) months and are not variable with changes in salaries paid to resources

### X2 Changes in the law

X2.1	The law of the project is	The law of the Republic of South Africa
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### X7 Delay damages

X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.5% per task order cost per day
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<b>X9</b>	<b>Transfer of rights</b>	<b>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.</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>Dr Michael Ndlovu</b>
	Address	<b>Eskom Megawatt Park, Maxwell Drive, Sunninghill, Sandton</b>
	The authority of the <i>Employer's Agent</i> is	<b>To carry out all the Employer actions in this contract</b>
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>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.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.00 (Zero Rand)</b>
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:	<b>The total of the Prices</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services/task order.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party’s employees, agents, or Subconsultants or Subconsultant’s employees, or any one or more of all of these parties’ relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant’s employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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>	<p><b><u>Loss of or damage to property:</u></b> 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><b><u>Bodily injury to or death of a person:</u></b></p>	Commercial and business to determine [Delete this note after inserting]

	The amount required by the applicable law.	
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]

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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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 OEESM.

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*

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

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled _____.
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or [www.ecs.co.za](http://www.ecs.co.za)

11.2(13)	The <i>staff rates</i> are:	<b>name/designation</b>	<b>rate</b>
	<b>Either complete here or cross refer to a schedule in Part C2.2</b>		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		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	<b>item</b>	<b>amount</b>
<b>A</b>	<b>Priced contract with activity schedule</b>		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	<b>R</b>	<b>(in figures)</b> <b>(in words), excluding VAT</b>
<b>C</b>	<b>Target contract</b>		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	<b>R</b>	<b>(in figures)</b> <b>(in words), excluding VAT</b>
<b>G</b>	<b>Term contract</b>		
11.2(25)	The <i>task schedule</i> is in		

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

From the Core Clauses:

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

and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none"><li>the Price for Services Provided to Date,</li><li>the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and</li><li>other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.</li></ul> <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
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In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

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

### 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
	Senior Manager	
	Snr. Engineer	
	Engineer	
	Senior Technician	
	Junior Technician	

### 2. The *expenses* are:

No.	Expense item	Amount / rate excluding VAT, rate/km
	Travel and Subsistence	

### 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)


<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	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

### Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

## Description of the services

### Executive overview

Measurement and Verification (M&V) is the independent analysis of energy and demand savings realised from Eskom's Distribution Additional Capacity Programme, System Operator (DSO) initiatives, Eskom Internal Energy Efficiency (IEE) and Clean Development Mechanism (CDM) activities.

### Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
M&V	Measurement and Verification
NERSA	National Energy Regulator of South Africa
IEE	Internal Energy Efficiency
CDM	Clean Development Mechanism

## Specification and description of the services

### Scope of Work

To provide an impartial quantification and assessment of projects (within the programmes) impacts and savings that result from IDM, EIEE and CDM activities as per the latest SABS: SANS 50 010 M&V standard and the various Eskom M&V Guideline documents, procedures and processes.

The following are the expected deliverables:

- Perform scoping study and scoping report
- Develop M&V plan
- Arrange for the supply, installation and commissioning of suitable measurement equipment
- Develop M&V baseline and M&V baseline report
- Carry out post implementation and report
- Do performance assessment and report
- Do annual savings report
- Do monthly, quarterly, half-yearly or yearly savings reports as per Eskom request or agreed upon intervals on projects and programmes older than a year
- Do maintenance and calibration of M&V metering equipment where required and agreed
- Do inspection of project sites based on the frequencies stipulated in the M&V plan and as per Eskom requests
- Perform M&V close-out reports at the end of project or programme contract periods
- Updating and maintenance of the projects' database
- Investigation and correction of data inconsistencies
- Perform project data Investigations for savings values, classifications and stages information aimed to resolve differences between created reports and NMEC system reports
- Furnish Service Provider based monthly reports
- Attend meetings as convened
- Develop or revise M&V procedures, methodologies, applications and formal guidelines on new and existing IDM solutions on request
- Perform M&V related research as and when required or requested

## Travelling and Accommodation

The following rates are the current Travel and Subsistence rates and they shall be applicable:

NB: All travel claims will need to be pre-approved by the Employers Agent and the manager requesting the service.

Km's:	<ul style="list-style-type: none"><li>• Home-work-work is not reimbursable</li><li>• Any excess of 50 km of business travel per day will be reimbursed at R3.25/km</li></ul>
Km rates:	<ul style="list-style-type: none"><li>• R3.25/km</li></ul>
Accommodation:	<ul style="list-style-type: none"><li>• Maximum 3 star, bed and breakfast establishment or hotel may be utilised for duration up to 6 months. Only breakfast and supper may be included in the quotation.</li></ul>
Car rentals:	<ul style="list-style-type: none"><li>• Group B reimbursable at cost, the car should at least have 2 airbags, air-conditioning and ABS brakes for safety purposes.</li></ul>
Flights:	<ul style="list-style-type: none"><li>• Economy class reimbursable at cost</li></ul>
Cost of Meals:	<ul style="list-style-type: none"><li>• Travelling on Eskom business: the actual cost of a meal, not exceeding R96, 00 (VAT plus gratuity included) per meal</li><li>• No alcoholic beverages can be claimed for</li></ul>
Travel bookings:	<ul style="list-style-type: none"><li>• To be made and paid for by the Consultant. This must then be claimed back once a month together with all other T&amp;S expenses on a VAT invoice, and include all relevant documentation</li></ul>

All Travel and Subsistence expenses are subject to Eskom Standard Travel and Subsistence guidelines as amended from time to time. All claims must be accompanied by detailed supporting documents and must be claimed within two calendar months of incurrence.

### Stage 1 Preparation

Develop a strategic brief which defines project objectives, business need, acceptance criteria and the *Employer's* priorities and aspirations:

### Stage 2 Concept

Development of initial design which establishes the detailed brief, scope, scale, form and budget for the project culminating in the Concept Report

### Stage 3: Design development

Detailed development of approved concept to establish detailed form, character, function and cost plan (Design report)  
Review Design Report for conformity with general design intent and *Employer's* requirements.

### Stage 4: Production information

Final detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction or the production of manufacturing and installation information.

### Stage 5: Manufacture, Installation and Construction Information:

Definition of the fabrication, manufacturing details and installation of all components. Review, for adherence to general design intent, the manufacture, installation and construction information prepared by others; and the construction of the Works

### Stage 6: Post Practical Completion

Deal with outstanding issues and feedback and assisting with familiarising Project users with the design of the works.

### 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	Weekly on _____ at ____	TBA	<i>Employer's</i> requesting Managers, Contract Management

			<b>and Consultant</b>
Overall contract progress and feedback	Monthly on _____ at ____	<b>Eskom MWP or other venue as advised on the Task Order</b>	<b>Employer's Agent, Employer's requesting Managers, Contract Management, interested parties and Consultant</b>

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

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**

An organogram from the Consultant showing key persons and their lines of authority / communication shall be submitted to the Employer within 4 (four) weeks of the Contract Date. The Consultant shall be required to notify the Employer of the contact details, leave and alternative where applicable in respect of each key person. Any changes in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impacts on the Consultant's ability to deliver the services.

### **Provision of bonds and guarantees**

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

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

### **Documentation control and retention**

#### **Identification and communication**

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the Employer shall be addressed to the Employer's Agent.

Correspondence on a day-to-day basis may be directed to other parties within the Employer's organisation but care must be taken not to violate contract conditions and other provisions in terms of the contract.

Contractual communications such as notification of Compensation Events or instructions to deliver services which are not directed at/received from the Employer's Agent shall not be acknowledged by the Employer and decisions or actions taken or omitted as a result thereof shall be at the Consultant's own risk.

#### **Retention of documents**

The Consultant retains copies of drawings, specifications, reports and other documents which record the services in the form stated in the Task Order. 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**

Estimated forecasts of itemised expenses shall be submitted by the Consultant at each assessment period for the acceptance of the Employer (Requesting Manager) before expenses are incurred. Clear records of expenses shall be maintained by the Consultant and submitted on request to the Employer for verification. Only invoices from service providers (e.g., hotel or car hire company) showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Employer.

### **Records and forecasting of the Time Charge**

The Consultant shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration and times, associated expenses incurred, and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom services were delivered. The Requesting Manager shall review all time sheets during Assessment and the Consultant shall obtain signed timesheets and assessment documentation from the Requesting Manager and submit the assessment package to the Employer's Contract Management function for processing.

The Consultant shall maintain records of all documentation and make available to the Employer any or all such documentation on request.

### **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* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Date of the invoice
- Task Order number
- Description of the services and quantities
- Purchase Order number
- Goods Receipt Number

### **Contract change management**

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

### **Inclusions in the programme**

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

## **Quality management**

### **System requirements**

Refer to QM58 procedure.

### **Information in the quality plan**

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. The quality policy statement and quality plan to be provided within Four (4) weeks of the Contract Date.

## **The Parties use of material provided by the *Consultant***

### ***Employer's* purpose for the material**

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Employer's* intended purpose is reporting to Stakeholders.

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

Material that was produced for M&V auditing and reporting shall not be used for other research projects without the consent of the *Employer*.

### **Transfer of rights if Option X 9 applies**

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. 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**

Refer to Annexure C for the format of a Task Order which shall be used by the *Employer* as the means of instructing the *Consultant* to deliver *services*. No work shall be carried out without a signed Task Order issued by the *Employer's Agent*.

The Task Order shall specify the scope of *services*, *deliverables*, *starting and completion dates* and the cost allocation. The *Consultant* shall deliver *services* within the constraints stipulated on the Task Order and engage the *Employer* as soon as the *Consultant* becomes aware of any risk in this regard. Any work executed outside the parameters stipulated on the Task Order, including cost, shall be for the *Consultant's* account notwithstanding delivery and acceptance of *services* that may be made by the *Employer* or people in the *Employer's* organisation.

All Expenses shall be paid for by *Consultants* and reimbursed at cost after assessment. The *Consultant* shall include itemised estimated expenses in all proposals in response to Requests for Proposals issued by the *Employer*. Forecasts of estimated *Expenses* shall be submitted to the *Employer's* Requesting Manager for acceptance at the Assessment meeting. Expenses that are incurred without the *Employer's* prior acceptance in writing shall not be reimbursed by the *Employer*.

## **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*. Failure to comply shall result in the Employer suspending the execution of services and removing the *Consultant* from site until compliance is achieved. The *Employer* may cancel a Task Order and/or terminate the contract depending on the situation and risks to people, plant and equipment, reputation and the *Employer's* business of electricity supply.

The *Consultant* shall comply with the health and safety requirements contained on the Task Order (Annexure D to this Scope). The relevant site manager shall require the *Consultant* to attend SHE Induction training provided by the *Employer*. It is essential that the *Consultant* is conversant with Eskom safety procedures training prior commencing any work on site.

If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state.

## Life Saving Rules

In the interest of promoting a safe and healthy working environment, the Eskom Executive Committee has approved the implementation of life saving rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.

The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.

These rules are determined beforehand to enable the organisation to clearly communicate the established Life Saving Rules and how to deal with non-compliance to the workforce prior to the implementation of such rules.

Failure by any person or Contractor engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences (including being refused access to site). These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

### Eskom Life Saving Rules are:

Rule 1: Open, Isolate, Test, Earth, Bond and/or Insulate before touch (above 1 000V)

Rule 2: Hook up at heights

Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Ensure that you have a permit to work

## Procurement

### BBBEE and preferencing scheme

### SD&L Requirements

**Skills Development:** Successful Consultant will be obligated to train **1** candidate for every **R3 Million** cumulated through task order awarded to the supplier; this obligation will be for the duration of the contract. The duration of the task order will not be linked with the supplier's obligation to train; therefore, the supplier will have to ensure that the skills committed are successfully achieved by the end of the contract period.

Skills candidates shall be sourced from previously disadvantage groups in South Africa. The purpose is to provide these candidates with skills and workplace experience in order to increase the opportunity for them to be employable within the industry. The supplier may develop the candidates directly, through their supply network or through the Skills Education and Training Authority (SETA) accredited training providers.

Skills development candidates should be currently unemployed graduates from Technical and Vocational Education and Training (TVET) Colleges and universities and/or matriculants. The composition of the candidates shall be representative of the population demographics of South Africa. The supplier will be



provided will the list of skills as per respective discipline to choose from, this will mean this supplier will train candidate with skill type that is relevant to their area of expertise.

**Supplier Development:** Sub-contracting: The successful supplier will be required to sub-contract/incubate 20% of their contract value to Black Youth Owned/Black People Living with Disability with 100% shareholding, this will be for supplier development purposes (the supplier shall develop black Measurement and Verification (M&V) companies through mentorship, coaching or incubation programme for M&V companies) in order to increase the players in this industry. This will also help in creating more jobs and grow local economy, which will result in changing the land scape of South African economy (*where necessary*).

The *Consultant* should source candidates from previously disadvantaged groups in South Africa. Skills development candidates should ideally be currently unemployed graduates from TVET Colleges and universities and/or matriculants. The composition of the candidates shall be representative of the population demographics of South Africa.

### **Other constraints**

#### **Preferred subconsultants**

The Consultant will be required to sub-contract to a list of preferred sub-contractors that was approved by the Procurement Tender Committee. (List of these suppliers will be provided to the main contractors).

#### **Subcontract documentation, and assessment of subcontract tenders**

The *Consultant* shall be required to prepare subcontract documentation using the NEC3 system. Subcontract tenders are to be issued, received, assessed and awarded with the *Employer's* commercial representatives notified in the entire process. The *Employer* reserves the right to accept or reject the appointment of a sub-consultant in terms of this contract. The Employer reserves the right to terminate the contract should the Consultant fails to adhere to the SD&L requirements of subcontracting.

### **Working on the *Employer's* property**

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

The *Employer's* sites are classified as National Key Points and access is controlled and regulated by law. Sites such as Koeberg Nuclear Power Station have very strict entrance requirements and allowances for security clearance checks and processes of about two hours need to be made by *Consultants* requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required if necessary for the provision of *Services*. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the *Employer's* premises. All persons entering or leaving the *Employer's* premises may be subjected to physical security checks including alcohol tests.

In addition to the above there may be other restrictions applicable on sites and *Consultants* shall be required to comply at all times. Temporary Access Permits may be arranged for a limited number of the *Consultant's*. *Key Persons* who require frequent access to the Employer's premises for purposes of delivering the *Services* which may include the attendance of regular meetings.

#### **People restrictions, hours of work, conduct and records**

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

### **Things provided by the *Employer***

The Employer shall provide special software and access to systems, training and guidance on requirements specific to the Employer that are not common in the industry to enable the *Consultant* to deliver the services as required by the Employer

## **Exclusions**

The *Consultant* shall provide and use own tools, special equipment, IT hardware and software, PPE, stationery and acquire all necessary licences, permits and authorisations required to perform the services.