



NEC3 Professional Services Contract (PSC3)

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

**and XXXX
(Reg. No. XXX)**

**for The provision of language services (Language
editing, translation, interpreting and transcription
services.)**

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CONTRACT No. TBC

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of language services (Language editing, translation, interpreting and transcription services.)

The tenderer, identified in the Offer signature block, has 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.

By the representative of the Consultant 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

Reimbursable contract refer to price list in section C2.2

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 consultant)

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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings SOC Ltd
P O Box 1091
JOHANNESBURG
2000

Name &
signature of
witness

Date

Schedule of Deviations

None.

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	_____
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term Contract W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: <i>Employer's Agent</i> X11: Termination Clause X18: Limitation of liability X20: Key Performance Indicators Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (Reg. no: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, 1 Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	011 800 8000
11.2(9)	The <i>services</i> are	The provision of language services (Language editing, translation, interpreting and transcription services.)

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(10) The following matters will be included in the Risk Register

Items agreed between the *Employer's Agent* and the *Consultant*

11.2(11) The Scope is in

Part 3: Scope of Work

12.2 The *law of the contract* is the law of

The Republic of South Africa

13.1 The *language of this contract* is

English

13.3 The *period for reply* is

2 weeks

13.6 The *period for retention* is

5 years following Completion Date or earlier termination

2 The Parties' main responsibilities

25.2 The *Employer* provides access to the following persons, places and things

Access to:

Access date:

Relevant Eskom sites as required by the Task Order

As described in each Task Order

3 Time

31.2 The *starting date* is

TBC

11.2(3) The *completion date* for the whole of the services is.

TBC

11.2(6) The key dates and conditions to be met are:

As per the requirements of each Task Order

31.1 The *Consultant* is to submit a first programme for acceptance within

N/A

32.2 The *Consultant* submits revised programmes at intervals no longer than

N/A

4 Quality

40.2 The quality policy statement and quality plan are provided within

4 weeks

42.2 The *defects date* is

5 Payment

50.1 The *assessment interval* is

the 30th day of each successive month

51.1 The period within which payments are made is

60 days after receipt of a tax invoice

51.2 The *currency of this contract* is the

South African Rand

51.3 The *interest rate* is

(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
8	Indemnity, insurance and liability			
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are			
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination	
	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to these <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	Whatever the <i>Consultant</i> deems fit and necessary But, Effective from the starting date; And, The period of the cover, without derogating from or limiting the <i>Consultant's</i> liability to the Employer or any other party shall be determined by the <i>Consultant</i> . Although this period is at the discretion of the <i>Consultant</i> , the period must be sufficient to cover claims arising from the service	

death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant death

Whatever the *Consultant* deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.

Whatever the *Consultant* deems fit and necessary
But,
Effective from the starting date;

The amount of the cover, without derogating from or limiting the *Consultant's* liability to the Employer or any other Party shall be determined by the *Consultant*. Although this amount is at the discretion of the *Consultant*, the Employer recommends that the Limit of the Cover should at least be R60 000 000 (sixty million Rand)

And,
The period of the cover, without derogating from or limiting the *Consultant's* liability to the Employer or any other party shall be determined by the *Consultant*. Although this period is at the discretion of the *Consultant*, the period must be sufficient to cover claims arising from the service

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

In respect of each claim, without limit to the number of claims

Whatever the *Consultant* deems fit and necessary

But,
Effective from the starting date;

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Consultant's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000-00 in respect of each claim, without limit to the number of claims;
and/or

And,
The period of the cover, without derogating from or limiting the *Consultant's* liability shall be determined by the *Consultant*. Although this period is at the discretion of the *Consultant*, the period must be sufficient to cover claims arising from the services

As provided by the laws of the Country in which the *Consultant's* employees are domiciled.

81.1 The *Employer* provides the following insurances

Refer to Annexure A for details of insurance provided by the *Employer*.

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 Task Order prices
9	Termination	Refer to core clause 9 for reference.
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	[6] Months.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa (Johannesburg)
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	Average CPI (Headline) index in Table A-Consumer Price Index for the 12 month period April to March Annually: Main Indices of Statistics South Africa
X2	Changes in the law	
X2.1	The law of the project is	The law of the Republic of South Africa

X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	As stipulated in the Service Level Agreement to be negotiated upon conclusion of the contract.
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	TBC
	Address	P O Box 1091, Megawatt Park, 1 Maxwell Drive, Sandton, Johannesburg, 2000
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the <i>Employer</i>
X11	Termination by the Employer	The <i>Employer</i> reserves the right to terminate the contract upon 30 days' notice, without any additional fees payable.
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 price of the Task Order in question
X18.3	The <i>end of liability date</i> is	Five years after Completion of the <i>Services/Task Order</i>
X20	Key Performance Indicators	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Performance measurement tool used by the Employer is not linked to additional incentives
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	12 months
Z	The <i>Additional conditions of contract</i> are	Z1 to Z13 always apply

Z1 ~~Cession of rights and assignment~~ **Cession of rights and assignment**

- Z1.1 The ~~Consultant~~ **Consultant** does not need to 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~~ **Employer** may, by written notice to the ~~Consultant~~ **Consultant** 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 covered 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 the 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 changed this business composition or business relationships result in a change of 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 its 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 elect to renegotiate 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 the same as stated in clause 9.1. The *Employer* is not bound to terminate in whole or in part the services or the additional costs of the *Employer* of completing the whole of the services in addition to the amounts due in terms of clause 22.1.

Z4 (Z4) Confidentiality

- Z4.1 If the *Consultant* discloses or discloses information arising from or in connection with the contract to a third party, the *Consultant* undertakes to ensure that the information which is disclosed is not disclosed to a third party without the prior written consent of the *Employer*. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*.
- Z4.2 If the *Consultant* is not certain about whether information is confidential, confidential, it is to be regarded as confidential until notified by the *Employer*.
- Z4.3 If the *Consultant* is required by law to disclose any confidential information, the *Consultant* is required to disclose the information in a manner that is consistent with the requirements of the law. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*. The *Consultant* is not bound to ensure that the information is not disclosed to a third party without the prior written consent of the *Employer*.

Affected P Affected Party means at least the person, each employee, representative, or spouse of the Consultant or any third party's employee's agent, or a Subconsultant's employee, or a record of any of these parties' relatives or friends,

Z12	I Z12	Insurance
Z12.1	F Z12.1	Replace 60 with the following: <p>81.1 \ 81.1 es Whereby, the Party at Party the provide Party certificates from his broker stating that the required by the required by this contract. are in force.</p> <p>81.2 T 81.2 /The Covid-19 provides the stated in the stated in the A from the A from the starting date of completion of completion of the date of the certification certificate.</p>

ENSEMBLE TABLE A

the date of the termination of the contract	Minimum amount of cover	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination	For the period following Completion of the whole of the services or earlier termination
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81.3 The evidence provided states in the latest and the most recent evidence table B.

ENSEMBLE TABLE B

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.

Annexure A: Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

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

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

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

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

11.2(10)	The following matters will be included in the Risk Register	As agreed between the <i>Employer's Agent</i> and the <i>Consultant</i> on each brief	
11.2(13)	The <i>staff rates</i> are:	See part C2.2	
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 Relevant Eskom sites as required by the Task Order	access date As described in each Task Order
31.1	The programme identified in the Contract Data is	As agreed between the Employer's Agent and the Consultant in relation to each Task Order	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	As per the price schedule and subject to the limits set out in the Eskom T&S (Travel & Expenses) policy	
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	Part C2.2	

PART 2: PRICING DATA
PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	2
C2.2	<i>Staff rates, expenses</i>	3

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	<p>(20) The Prices are</p> <ul style="list-style-type: none"> The Rate Charge for activities described in the Price List. <p>(21) A Task is work within the <i>services</i> which the <i>Employer</i> may instruct the <i>Consultant</i> to carry out within a stated period of time.</p> <p>(22) Task Completion is when the <i>Consultant</i> has done all the work which the Task Order requires him/her to do by the Task Completion Date, and corrected Defects which would have prevented the <i>Employer</i> or Others from using the <i>services</i> and Others from doing their work.</p> <p>(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.</p> <p>(24) A Task Order is the <i>Employer's</i> instruction to carry out a Task.</p>
Assessing the amount due	50.3	<p>The amount due is</p> <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <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>
Assessing Tasks	55.3	<p>Validity of a Task Order:</p> <ul style="list-style-type: none"> Only the Employers Agent or his duly delegated representative may issue instructions (Task Orders) to the Consultant The Consultant will not carry out any task unless the Task Order is signed off by the Employers Agent or his duly delegated representative.

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis.

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

PRICES - AGENCY REMUNERATION:

1. Preamble

- 1.1 The *Consultant* is appointed to provide Language Services to Eskom, this includes - Language editing, translation, interpreting and transcription services.
- 1.2 A Task Order is defined as a written instruction by the Employers Agent or his delegated representative
- 1.3. The prices exclude VAT.
- 1.4. Rate Adjustment for inflation is based adjustments by using Option X1: Price adjustment for inflation.

2. The Prices are:

- 2.1. For provision of Language Services, the *Consultant* will be entitled to the rates in the table below:

No.	Description of services	Price	Calculation
1	Translation (SA Languages)		Per word
2	Translation (Foreign Languages)		Per word
3	Editing (SA Languages)		Per word
4	Editing (Foreign Languages)		Per word
5	Simultaneous interpreting (SA Languages)		Per word
6	Simultaneous interpreting (Foreign Languages)		Per word
7	Consecutive interpreting (SA Languages)		Per word
8	Consecutive interpreting (Foreign Languages)		Per word
9	Interpreting SA Sign language		Per hour
10	Interpreting Foreign Sign language		Per hour
11	Transcription standard		Per audio minute
12	Transcription rush		Per audio minute
13	Delegation microphones		Per microphone
14	Control Unit		Per Unit
15	Chairman		per chairman, per session
16	Receivers/ Headsets		Per set
17	Lapel Microphone		Per microphone
18	Digital Recording		Per recording
19	Interpreters booth and desk		Per booth
20	Interpreters System (Radiators/Transmitters)		Per system
21	PA System (Mixer and Speaker)		Per system

22	Technician		Per technician
23	Setup and Strike		Per installation setup

3. The Expenses are:

3.1. No additional expense, apart from travel expenses will be paid, as the listed prices cover all costs.

4. Task Schedule

4.1. The Consultant will only execute a Task when instructed by the Employers Agent or his delegated representative.

5. Recordal

5.1. It being recorded that this is an enabling agreement, where the *Employer* will make use of the consultant's Language Services as and when required.

5.2. The *Consultant* will provide the *Employer* with reconciliations of remuneration quarterly.

6. Special Conditions Relating to Price

6.1. Review of Prices

6.1.1. The agreed Prices shall apply for the first 12 months of the contract.

6.1.2. Before (insert contract anniversary date), and annually thereafter, the Parties will meet to review budgets and prices for the next year. An addendum to the contract will be signed after these negotiations.

6.2. Performance and Incentive Bonus

6.2.1. The Parties agreed that no performance and/or incentive bonuses will apply for the duration of the contract period.

6.3. Territory

6.3.1. For the purposes of this contract, Territory is defined as the Republic of South Africa and other SADC countries.

7. Disbursements

7.1. The following costs will be charged to the *Employer* at net cost only (no commissions, mark-ups, handling fees or service fees will apply) and should be included in cost estimates approved by the *Employer*.

- 7.1.1. Travel and accommodation expenses will be reimbursed by the *Employer* for travel outside Gauteng only, subject to the *Consultant* adhering to the *Employer's* Travel policy – Policy 32-1041 for Business travel management, please refer to National Treasury Cost Containment;
- 7.1.2. Competitor materials;
- 7.1.3. Research, if specifically requested but excludes general research;
- 7.1.4. Courier and delivery charges;
- 7.1.5. Third party costs (outsourced production, printing, courier, etc.)

7.2. Key Resources

- 7.2.1. The *Consultant* will provide suitably qualified key resources to deliver on the scope of services as agreed by the parties.
- 7.2.2. The *Employer* may, having stated reasons, instruct the *Consultant* to remove a key resource.
- 7.2.3. The *Consultant* will be required to respond within 1 (one) business day:
 - 7.2.3.1. Confirming the removal of the key resource from the account;
 - 7.2.3.2. Confirming that the *Consultant* will have replaced the key resource with a suitably qualified resource, on a temporary basis, within 10 (ten) business days of removal of the key resource
 - 7.2.3.3. Confirming that a replacement of the key resource will be made within 90 (ninety) days of the removal of the key resource.

7.3. Audit

- 7.3.1. In respect of all expenditure which is reimbursable by the *Employer* under this contract the *Consultant* shall maintain such accounts and records as are reasonably necessary, but no longer than 5 (five) years, for the purpose of enabling the *Employer* to conduct an audit of that expenditure.
- 7.3.2. The *Consultant* will allow the *Employer's* own personnel or a professionally qualified independent auditor access to all records during the term and for 3 (three) months afterwards on not less than 30 (thirty) days' notice at any time during normal business hours for the purpose of auditing or otherwise inspecting them.
- 7.3.3. Should any audit or inspection of the records by the *Employer* reveal that the *Employer* has been overcharged, the *Consultant* will reimburse the *Employer* the amount of the overcharge within 30 (thirty) days and interest calculated at prime rate charged by the *Employer's* banker on overdraft facilities plus 0% (zero percent) per annum.
- 7.3.4. The *Consultant* will afford to the *Employer* all reasonable assistance in the carrying out of such audit, whilst the *Employer* and its auditors will ensure that any information obtained in the course of the audit concerning the *Consultant's* business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

7.4. Invoicing and Payment

- 7.4.1. 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*;
 - The contract number and title;
 - Consultant's* VAT registration number;
 - Consultant's* vendor number
 - Consultant's* contact information
 - The *Employer's* VAT registration number 4740101508;
 - The Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

8. Travel

- 8.1.1. The *Consultant* must at all times adhere to the *Employers'* Travel Policy 32-1041 and the National Treasury cost containment guidelines.
- 8.1.2. The *Consultant* will only be reimbursed for travel outside of Gauteng
- 8.1.3. The *Consultant* may not bill for time spent travelling to meetings, only time spent in the meetings.
- 8.1.4. Travel costs will be charged to the Employer at net cost only (no commissions, mark-ups, handling fees or credit card fees will apply) and should be included in Cost Estimates signed off by the Employer.
- 8.1.5. In line with the Eskom Travel Policy 32-1041 and the National Treasury cost containment guidelines, the following rates will apply:

Cost element	Unit of measure	Rate
Fuel	per Kilometre	R 3.60
Domestic hotel accommodation (inclusive of VAT and Tourism Levy) for dinner bed and breakfast and 2 soft drinks at dinner may not exceed the following	per Night	Maximum of R1400
Domestic hotel accommodation (inclusive of VAT and Tourism Levy) for bed and breakfast only	per Night	Maximum of R1200
Domestic hotel accommodation (inclusive of VAT and Tourism Levy) for room only	per Night	Maximum of R1100
Car Rental Vehicle Category	Group B/C	Economy vehicle with air-conditioning
Meal allowance (only applicable for meals not provided by the accommodation)	per Meal	R160
Air travel	Domestic and International	Economy class

- 8.1.6. The *Consultant* may motivate for the car hire class to be upgraded to minibus / kombi where a group will be traveling and costs can be saved.
- 8.1.7. The fuel rate per kilometre may be used when the *Consultant* travels in their private/company vehicle outside of Gauteng.

PART 3: SCOPE OF WORK

Document reference	Title
C3.	This cover page [1]
	Scope [5]

C3: SCOPE

Contents

1. Description of the Service
2. Specifications and description of the services
3. Special conditions relating to Scope

1. Description of the services

The scope of work was compiled by the corporate communications department, and was stated in the enquiry as follows:

1.1. Executive Overview

- Editing
- Translation
- Sign Language Interpreting
- Transcription

1.2. Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
SLI	Sign Language Interpreting

2. Specification and description of the services

a) Editing

Supplier needs to edit and proofread all documents sent as per the agreed quality specifications on an as and when required basis.

b) Translation

To translate all documents as sent to the supplier and as per the agreed quality specifications on an as and when required basis.

c) Sign Language Interpreting (SLI)

To provide sign language interpreting services on an as and when required basis.

d) Transcription

To provide transcription services on an as and when required basis.

3. Special Conditions Relating to Scope

3.1. Intellectual Property and Copyright

3.1.1. The *Consultant* shall deliver to the *Employer* all codes, forms and materials prepared in terms of this contract and shall, where necessary, do what may be necessary to assign such right of intellectual property in respect of the aforesaid material to the *Employer*.

3.1.2. The *Consultant* assigns all its rights, title and interest in and to the material prepared or to be created in the future, which includes, but is not limited to, the codes, forms, and any other document, in terms of this contract to the *Employer* and the *Employer* accepts assignment of the rights, title and interest in and to the material prepared or to be created in the future in terms of this contract.

3.1.3. All material that has been developed by the *Consultant* in terms of this contract shall be handed over to the *Employer* on a regular basis by email and in PDF and Word format.

3.2. Approval and authority

- 3.2.1. Only the *Employers Agent* or his *delegated representative* has the authority to issue a Task Order to the *Consultant*
- 3.2.2. A *Task Order* to the consultant must be written; this can be via email.
- 3.2.3. The *Employer* is under no obligation to reimburse the *Consultant* for work done in the absence of an approved Task Order

3.3. Contact Reports

- 3.3.1. The *Consultant* will issue contact reports detailing matters of substance discussed at meetings or in telephone conversations between the *Employer* and the *Consultant* within 48 (forty eight) hours following the meeting or conversation.
- 3.3.2. If the subject matter of the contact report is not questioned by the *Employer* within 72 (seventy two) hours of its receipt, the contact report will be taken to be an accurate record of the meeting or telephone conversation to which it refers.

3.4. Escalation of Disputes

- 3.4.1. In the event of a dispute arising, the *Employer* and *Consultant* agree to follow the escalation procedure set forth below:
 - 3.4.1.1. The subject of the dispute will be referred firstly to the *Employer's Agent*
 - 3.4.1.2. Failing to resolve the dispute with the *Employer's Agent*, the dispute will be referred to the General Manager: Corporate Communication
 - 3.4.1.3. Failing to resolve the dispute by means of any of the clauses above, reference is to be made to the dispute resolution clauses included in the contract.

3.5. The parties use of material provided

- 3.5.1. The material provided to the *Employer* by the consultant will become the property of the *Employer*, thus allowing the *Employer* to use the material as desired.
- 3.5.2. The material provided to the Consultant by the Employer must at all times remain confidential as certain material can be of a sensitive nature.
- 3.5.3. The Consultant may not share or distribute any material provided by the employer other than that which is necessary in the execution of the stated scope.

3.6. Health and safety

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

3.7. Procurement

3.7.1. BBBEE and Preference scheme

Supplier Development and Localisation (SD&L)

Tenderer will be required to contribute towards the six elements of SD&L, namely: B-BBEE, Localisation, Industrialisation, Skills Development, Job Creation and Supplier Development for the duration of the contract.

B-BBEE

Eskom has decided to apply pre-qualifying criteria to advance certain designated groups as follows: Suppliers that are strictly EME/QSE with either level 1-4 compliant, with the intention of promoting radical transformation as per PPPFA regulation of 2017 4(a&b). Thereafter Eskom hierarchy will apply for allocation of work before contract award.

Successful tenderers will be encourage to maintain their black ownership to meet Eskom's preference of doing business with companies that are EME, B-BBEE level 1, for future business relationship.

The tenderers will be evaluated in accordance to PPPFA, where the suppliers will be allocated 20 points as per B-BBEE scorecard below (valid B-BBEE certificate that are SANAS accredited or SWORN AFFIDAVIT as a mandatory returnable). The tenderers will be required to submit their valid B-BBEE certificates that reflect EME/QSE with level 1-4, failure to submit a valid B-BBEE certificate or B-BBEE certificate that has expired will result in supplier being disqualified. The supplier (s) that will be in a Joint Venturing (JV) will be required to submit a valid joint B-BBEE certificate that reflects EME & QSE level 1-4, failure which, the JV will be disqualified.

Pre-qualification Criteria for Preferential Procurement

Eskom has decided to apply pre-qualifying criteria to advance certain designated groups as follows according to Specific Tendering Condition (Application of other criteria in terms of section 2(1) (d-f) of PPPFA and PPPFA regulations 2017 4(1) (a-b):

To achieve the above, the following aspects will apply:

- Appoint a EME/QSE companies with level 1-4 or
- Joint venture where both firms are EME & QSE level 1-4

Figure 1: B-BBEE Evaluation Scorecard (80/20 application)

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note: the following element (2, 3,4,5,6 & 7) will form part of the Eskom's objectives and they will be negotiated with the successful supplier(s)

Business Unit	Government and Regulatory Affairs
Description/ Scope of Work	Language editing, translation, interpreting and transcription services
Duration of the Project	48 months
Budget	
Name of Buyer	Azwihangwisi Makhuba

Section 1: Criteria for Preferential Procurement

SD&L will apply the following qualification criteria

a) Minimum BBBEE status level of contributor?

If Yes, what is the BBBEE status and/or level required

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
1-4	

b) Is there BBBEE category targeted for this enquiry?

If Yes, BBBEE category

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
EME, QSE and LME	

Tender Returnable if the above elements are requirements;

- Valid original or certified copy of sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or
- Valid Copy B-BBEE Certificate issued by CIPC for EME's. OR
- Valid original or certified copy of the B-BBEE certificate / sworn affidavit in the case of QSE's must be submitted, or
- Valid original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency for Generic Entities must be submitted, or
- For JV's only valid original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted and the certificate should be in the name of the JV.

c) Minimum subcontracting requirement for this?

If Yes, what is the minimum percentage?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s must be submitted.
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.
- Sub-contracting agreements can only be concluded with one of the following entities;
- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;

- a EME or QSE which is at least 51% owned by black people who are military veterans

Section 2: Mandatory Requirements

2.1 Designated Sectors (N/A)

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold

NOTE: SBD 6.2 Declaration Form and Annexure C (Local Content Declaration-Summary Schedule) is therefore **mandatory** and must be a tender returnable.

2.2 CIDB Skills Development (N/A)

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage		

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

Section 3: SD&L Undertaking for negotiation

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Enterprise or Supplier Development

The main contractor will be required to propose development in the following areas;

Support Description	Tenderer Proposal

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract;

Number of Jobs to be created	Number of Jobs to be retained
Supplier to indicate no of Jobs created	

Skills Development

Tenderers are required to propose against the following training initiatives;

Category	Eskom Target	Tenderer Proposal
Students studying African Language	8	

Other Initiatives

Local Spend in South Africa

Target	Proposal
100%	

Section 4: SDI&L Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDI&L obligations.

One of the following options will apply for SDI&L performance security:

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDI&L Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDI&L obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDI&L Obligations.
- Panels- Eskom will apply 2.5% retention on every invoice (excluding VAT) after all cumulative task orders awarded to the Contractor/Service Provider that have reached a stipulated

threshold as security for the fulfilment of the SDL&I obligations.

Section 5: Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

Section 6: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

Current Suppliers Providing the Services

Potential Suppliers

Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

3.8. Working on the Employers property

- 3.8.1. The Consultant shall comply with all the Employer's site entry requirements and obtain at his cost all the necessary permits.
- 3.8.2. The Consultant keeps detailed records of his people working on the Employer's property, including those of his Sub Consultants. The Employer's Agent shall have access to these records at any time.