



NEC3 Professional Services Contract (PSC3)

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

and

**for APPOINTMENT OF APPROVED PROFESSIONAL PERSONS
FOR MONITORING OF KOMATI POWER STATION ASH DAMS
AND WATER DAMS FOR A PERIOD OF THREE YEARS**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work: The Scope

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	

C1.1 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:

Title of the Contract

APPOINTMENT OF APPROVED PROFESSIONAL PERSONS FOR MONITORING OF KOMATI POWER STATION ASH DAMS AND WATER DAMS FOR A PERIOD OF THREE YEARS

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

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

Signature(s):		
Name(s):		
Capacity:		
For the tenderer:		
Name & signature of witness:	(Insert name and address of organisation)	Date:

Appointment of approved Professional Persons for Monitoring of Komati Power Station Ash Dams and Water Dams for a period of 03 years

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

Appointment of approved Professional Persons for Monitoring of Komati Power Station Ash Dams and Water Dams for a period of 03 years

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:	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
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	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options :	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		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 state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
.2(9)	The <i>services</i> are	The services to be provided are for the Appointment of Approved Professional Persons for Monitoring of Komati Power Station Ash Dams and Water Dams for A Period of Three Years.
11.2(10)	The following matters will be included in the Risk Register	Compliance of NEC Document
11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English

¹ Available 11from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

13.3	The <i>period for reply</i> is	5 days for communication 2 weeks for report writing	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Komati Power Station
3	Time		
31.2	The <i>starting date</i> is.		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	TBC	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	Access Komati Power Station
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 week.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 weeks of the Contract Date.	
5	Payment		
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.	
51.1	The period within which payments are made is	14 days/ 30 days	
51.2	The <i>currency of this contract</i> is the	South African Rand	
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 the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	See Notes to Consultants in Annexure A
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i>.	
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
A	Priced contract with activity schedule		
21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	2 weeks	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	4 weeks.	
11	Data for Option W1		

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>adjudicator nominating body</i> is:	Will be appointed when the dispute arises
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	Gauteng - South Africa
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	CPA proportions to be submitted with the tender.
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	R2500,00 per day
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Nhlanhla Mbamba
	Address	Komati Power Station Private Bag Blinkpan 2250
	The authority of the <i>Employer's Agent</i> is	To carry out all action of the employer in this contract with the exception of those in required by clauses 5.1, 8.1
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.

X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The total of the Prices
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services.
Z	The Additional conditions of contract are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Consultant</i> 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 <i>Consultant</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.	
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Consultant</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .	
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.	
Z3.4	Failure by the <i>Consultant</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.	

Z4	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Consultant</i> which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	<p>The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services if the <i>Consultant</i> (or any member of the <i>Consultant</i> where the <i>Consultant</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Consultant</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
Z4.3	If the <i>Employer</i> 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 <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.
Z5	Confidentiality
Z5.1	The <i>Consultant</i> 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 <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Consultant</i> disclose information to Others in terms of clause 23.1, the <i>Consultant</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i> .
Z5.3	In the event that the <i>Consultant</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Consultant</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Consultant</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z5.4	The taking of images (whether photographs, video footage or otherwise) of the <i>Employer's</i> project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the <i>Employer</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6	Waiver and estoppel: Add to core clause 12.3:
Z6.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7	Provision of a Tax Invoice. Add to core clause 51
Z7.1	The <i>Consultant</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete from the last sentence in core clause 61.3, "unless the <i>Employer</i> should have notified the event to the <i>Consultant</i> but did not".
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Consultant</i> for the <i>Consultant's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10	Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z11.1	If the <i>Consultant's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services.
Z11.2	If the <i>Employer</i> 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 <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.

Annexure A: Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

Clause	Statement	Data	
10.1	The <i>Consultant</i> is (Name):		
	Address		
	Tel No.		
	Fax No.		
22.1	The <i>key people</i> are:		
	1 Name:		
	Job:		
	Responsibilities:		
	Qualifications:		
	Experience:		
	2 Name:		
	Job		
	Responsibilities:		
	Qualifications:		
	Experience:		
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is		
11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	

Appointment of approved Professional Persons for Monitoring of Komati Power Station Ash Dams and Water Dams for a period of 03 years

		3		
31.1	The programme identified in the Contract Data is			
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount	
A	Priced contract with activity schedule			
11.2(14)	The <i>activity schedule</i> is in			
11.2(18)	The tendered total of the Prices is	R	(in figures) (in words), excluding VAT	

PART 2: PRICING DATA

PSC3 Option A

Document reference	Title	
C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Option A is a lump sum form of contract where the work to be done is broken down into well defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(18)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(15)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(14)).

Function of the Activity Schedule

The Activity Schedule is only a pricing document. Clause 53.1 in Option A states: "Information in the Activity Schedule is not Scope". Specifications and descriptions of the service or any constraints on how it is to be done are included in the Scope and per Clause 21.1, "The *Consultant* Provides the Services in accordance with the Scope" and therefore not in accordance with the Activity Schedule.

Link to the programme

Clause 31.4 states that "The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering consultant will develop a high level programme first then resource each activity on the programme and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

Preparing the activity schedule

Generally it is the tendering consultant who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be sufficient to determine exactly what work is included within it and to know when it has been completed.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Consultant* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Consultant*:

- Has taken account of the guidance given in the PSC3 Guidance Notes;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which he submits for acceptance by the *Employer*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

Expenses

Expenses are not included in the *activity schedule* items and are assessed separately at each assessment date, unless an additional condition of contract (Z clause) is included which requires that expenses be included within activity Prices and not paid separately.

Expenses associated with employing a staff member in Providing the Services are 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 activity schedule prices or *staff rates*.

Rate adjustment for inflation of *expenses* is explained in the PSC3 Guidance Notes.

Staff rates

When a compensation event occurs changes to the affected Activity Schedule item or new priced items in the Activity Schedule are assessed as the actual Time Charge for work already done and the forecast Time Charge for work not yet done. (See clause 63.1 and 63.14 in Option A)

The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract. (Clause 11.2(13))

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes and Flow Charts before entering *staff rates* into Contract Data, or in C2.2 below.

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 in the PSC3 Guidance Notes.

C2.2 the *activity schedule*

ITEM	DESCRIPTION	UNIT	YEARLY/ QUARTERLY/ MONTHS	QTY	RATE	AMOUNT
A	PRELIMINARIES AND GENERALS					
1	Health and Safety Requirements	Sum				
2	Medicals	Sum				
3	Travelling	Sum				
	Sub-total (A)					
B	Process Water Dam Inspections- Advisory Services Professionally Registered Civil Engineer Water Dams Approved Professional Person (APP)					
1	Lake Stoffel (6000m3)	Quarterly (4 Annually)	12	18		
2	Lake Finn (4000m3)	Quarterly (4 Annually)	12	13		
3	3rd Recovery (1 000 000m3)	Quarterly (4 Annually)	12	43		
4	Raw Water Reservoirs (4 x 50 000m3)	Quarterly (4 Annually)	12	13		
C	Ash Dam Inspections- Advisory Services Professionally Registered Civil Engineer Ash Dams Approved Professional Person (APP)					
1	Ash Water Return Dam (120 000m3)	Monthly	36	16		
2	Ash dam (1, Ext 1, Ext 2, Ext 3D)(493 900m3)	Monthly	36	16		
3	3D Sumps (2000m3)	Monthly	36	16		
D	Ash Dam Aerial Survey and Capacity Analysis					
1	Provision for Equipment Ash dams Aerial Survey	Sum				
2	Capacity Analysis by Professionally Registered Civil Engineer Ash Dams Approved Professional Person (APP)	Annually	3	90		
E	Bathymetric Survey					
1	Provision for Plant /Equipment - Bathymetric Operational Dams (Lake Stoffel, Lake Finn, Raw Water Reservoirs x 4, 3rd Recovery)	Sum				
2	Professionally Registered Civil Engineer- Approved Professional Person (APP) Bathymetric Survey	Once-Off	1	90		
F	Dam Break Analysis and Review of Emergency Procedures					

1	Professional Services Dam Break Analysis for Lake Stoffel, Lake Finn, AWR, 3rd Recovery and Raw Water Reservoirs	Once-Off		95		
G	Dam Safety Evaluation					
1	Provision for Plant/Equipment - Geotechnical Investigations (CPTU Tests)	Sum				
2	Professional Services- Geotechnical Engineer (Professionally Registered)	Once-Off	1	160		
3	Professional Services - Water Dam APP Dam Safety Evaluation (Professionally Registered)	Once-Off	1	160		
4	Professional Services - Ash Dam APP Dam Safety Evaluation (Professional Registered))	Once-Off	1	160		
H	Station Drain Inspections					
1	Professional Civil Engineer - Station Drain Inspections	Annually	3	50		
	Sub total B					
	TOTAL PRICE A + B					

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's Scope</i>

C3.1: EMPLOYER'S SCOPE

1. Introduction

Komati Power Station, located in Mpumalanga, approximately 40 kilometres west of Middelburg along the R35 Bethal Road. Constructed between 1961 and 1964, it was among the initial coal-fired power stations established by Eskom and has now reached the end of its operational life cycle. Presently, there are initiatives underway to decommission the facility and transform it into a Renewable Energy Station.

The power station is equipped with both process water dams and ash dams which are currently operational and require continuous monitoring. These are:

- Ash Dams – Ash Dam 1, Ash Dam Extension 1, Ash Dam Extension 2, Ash Dam Extension 3D, Ash Water Return Dam, Ash Water Return Sump
- Four (4) Raw Water Reservoirs
- Polluted Water/Stormwater Dams -Lake Stoffel, Lake Finn, 3rd Recovery Dam

Furthermore, SANS 10286 and Chapter 12 of the National Water Act (Act No. 36 of 1998) require the appointment of Approved Professional Persons (APP) to assume professional responsibility for the continuous monitoring and reporting to the Dam Safety Office (DSO) located within the Department of Water and Sanitation (DWS) for all dams which are classified, or should be classified, as a Category II or III Dam with a Safety Risk

2. Supporting Clauses

2.1 Scope

2.1.1 Purpose

The purpose of this document is to outline the scope of work required of an Approved Professional Person for the monitoring and assumption of professional responsibility for Komati Power Station's Ash Dams and Process Dams.

2.1.2 Applicability

This document shall apply to Komati Power Station only.

2.1.3 Effective date

The effective date will be from the authorisation date.

2.2 Normative/Informative References

2.2.1 Normative

- [1] National Water Act, 1998 (Act No. 36 of 1998) – Chapter 12.
- [2] Government Notice Dam Safety Regulations R.139 of 24 February 2012.
- [3] South African National Standards: Code of Practice, Mine Residue, SANS 10286: 1998.
- [4] Occupational Health and Safety Act, 1993 (Act 85 of 1993).
- [5] Ash Dam and Process Water Dam's Operation and Maintenance Manuals.
- [6] Inspection Manual for Civil Works at Eskom's Power Stations (240-99527377)
- [7] Dam Design Standard (240-55864300)

[8] Guideline for a Scope of Work for Appointment of Approved Professional Persons (APP) for Ash Dams and Water Dams With a Safety Risk (559-477942923)

2.2.3 Informative

[1] Komati Water Use Licence

[2] Komati Integrated Waste Licence [3] Komati Storm Water Management Plan

[3] National Environment Management Act, 1998 (Act No. 107 of 1998)

[4] National Environmental Management: Waste Act 59 of 2008

2.3 Roles and Responsibilities

2.3.1 Employer's Representative

- Responsible to coordinate the works, and for all contract management and liaising with the contractor.
- Responsible for managing and supervising the works being executed at all times.
- Compiles scope of work
- Conducts technical evaluation, as per the issued technical evaluation strategy.

2.3.2 Principal Contractor (APP)

- Executes scope of work issued by the Employer.

2.3.3 Komati Safety

- Ensures compliance to safety legislation and standards, and that safety practices are consistently implemented during execution of the works.

2.3.4 Komati Environmental

- Ensures adherence to environmental legislation and standards, and environmental practices are effectively implemented at all times during execution of the works.

2.3.5 Komati Quality Management Department

- Assures adherence to quality legislation and standards, and that quality practices are effectively implemented at all stages of the works' execution.

3. Site Description

Komati Power Station currently has both process and ash dams that are currently operational and require regular inspections and monitoring by an Approved Professional Person (APP) to ensure compliance with all relevant legislative, environmental and safety requirements. These dams are:

- Ash Dam Complex – Old Ash Dam (Ash Dam 1, Ash Dam Extension 1, Ash Dam Extension 2), New Ash Dam (Ash Dam Extension 3D), Ash Water Return Dam, Ash Water Return Sump



Figure 1: Ash Dam Complex

- Four (4) Raw Water Reservoirs



Figure 2: Raw Water Reservoirs

- Polluted Water/Stormwater Dams -Lake Stoffel, Lake Finn, 3rd Recovery Dam

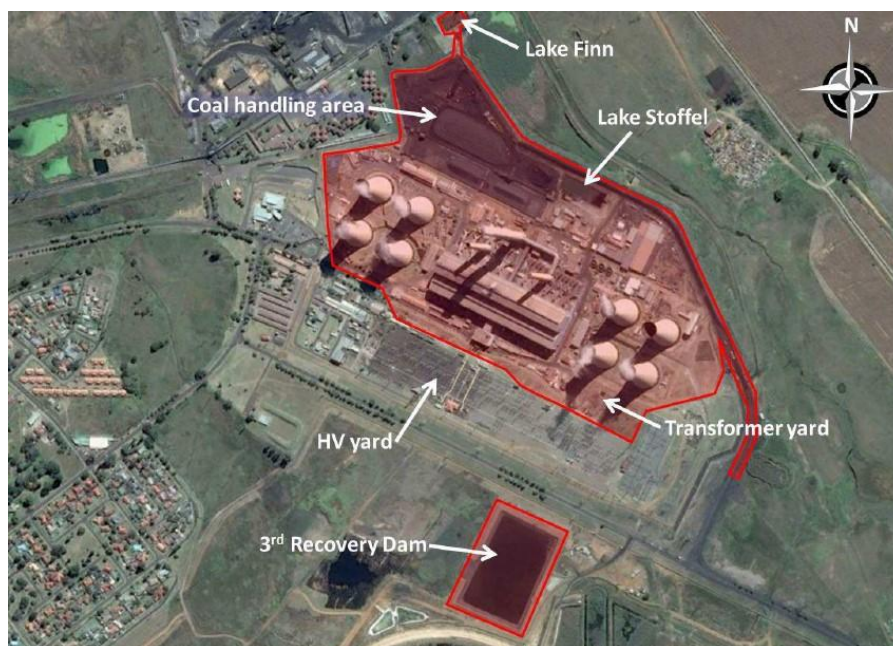


Figure 3: Pollution Control/Effluent Collection dams and catchment areas

The dam characteristics are as follows:

Dam Name	Description	Volume
Old Ash Dam (Ash Dam 1, Ash Dam Extension 1, Ash Dam Extension 2)	Ash disposal, currently not operational.	1661 000t/a
New Ash Dam (Ash Dam Extension 3D)	Ash disposal. Not operational.	1351 000t/a
Ash Water Return Dam	Collection of drainage and decanted water from Old Ash Dam	120 000m3
Ash Water Return Sump	Collection drainage and decanted water from New Ash Dam	2000m3
Four (4) Raw Water Reservoirs	Storage of raw water for potable water production	50 000m3 each dam, total storage volume of 200 000m3
Lake Stoffel	Pollution control/effluent discharge dam	6000m3
Lake Finn	Pollution control/effluent discharge dam	4000m3
3 rd Recovery Dam	Pollution control/effluent discharge dam	120 000m3

4. Scope of Work

- Provide professional engineering services and take responsibility as a registered Approved Professional Person (APP) registered with the Dam Safety Office of the Department of Water and Sanitation.

- Provide ongoing guidance to Komati Power Station to ensure compliance of Komati Power Stations process water and ash dams with all legal, environmental and safety requirements.
- Conduct monthly inspections of the ash dams and process water dams and chair monthly meeting to discuss the operation and maintenance of Komati Power Station dams. Produce monthly inspection reports with recommendations and monitor compliance with recommendations made.
- Dam Safety Evaluation on ash dams every two years.
- Performs slope stability analysis every 2 years to quantify the risks on ash dams and all other dams and advice the client on safety risks and environmental risks with recommendations.
 - Perform dam break analysis on all dams every 2 years.
- Ensure that the ash dam's structural integrity is not compromised in any way by any action.
- Provide advice on any actions deemed necessary to ensure the long-term health of the ash dam and all other dams.
- Perform all minor modifications including drawings pertaining to the ash dam operations and other dams.
- Execute the necessary geotechnical investigations to quantify the strength parameters of the ash every 2 years.
- Develop and assist in an overall operational strategy to coordinate activities between engineering, maintenance, and operating functions.
- Develop implementation strategies in the context of how to fix defects and potential defects for ash dams and other dams.
- Review all existing emergency procedures and where none exist compile one.
 - Assess distress signs such as cracking, wet spots on the downstream face, and critical settlement.
- Monitor changes on dam embankments which may be critical to stability and to help predict unstable conditions.
- Conduct an aerial Survey and capacity analysis for the ash dams annually.
 - Carry out bathymetric survey of the process water dams every two years.
- Develop a mentorship and coaching program for Komati Auxiliary Engineering Department that will be implemented for the duration of the contract.
- The mentorship program must include involving Komati Auxiliary Engineering Department in all designs, inspections and investigation undertaken.
- Quarterly progress report on mentorship and coaching program.
 - Check ash dam filter drains and regular monitoring of piezometer readings.
- Investigation reports with recommendations as and when required.
- Develop designs and design report with drawings as and when required.
- Quarterly station drain inspection.
- Calculate 1:50 years storm and freeboard levels on the dams.
 - Assess water balance predictions
- Identify and highlight any risks regarding Komati Power Station Dams.
- Any changes to any of the dam structure must be provided in the Eskom title block
- Be available 24hrs for any emergency regarding Ash Dam
 - Provide inputs and recommendations into the decommissioning plans for the ash dam complex.
 - All the resources (equipment, software's etc) required for the work must be provided by the contractor/consultants. Equipment to include the required plant/equipment required for the following activities:

- Aerial Survey
- Bathymetric Survey
- Geotechnical tests required as part of the Dam Safety Evaluation.

5. Confidentiality and Intellectual Property Rights

- In terms of this contract any information or data supplied by either party arising out of this contract or from the performance of the services in terms of this contract, shall be treated in the strictest confidential.
- The Consultant shall, at the Employer's request at any time, and in any event upon the termination of this contract, return to the Employer any documents and any other material obtained from the Employer or generated on his behalf during the term of the contract.

Stage 1 Preparation

Not applicable

Stage 2 Concept

Not applicable

Stage 3: Design development

Not applicable

Stage 4: Production information

Not applicable

Stage 5: Manufacture, Installation and Construction Information:

Not applicable

Stage 6: Post Practical Completion

Not applicable

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:
Overall contract progress and feedback	To be confirmed	Komati Power Station	<i>Employer's Agent , Consultant and the Engineer</i>

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

State any additional constraining requirements on *Consultant's key persons* over and above those already stated in clause 22.1 or in the Contract Data. Such as need to notify contact details, leave and mentoring requirements where applicable. This section could be used to solicit an organogramme from the *Consultant* showing his people and their lines of authority / communication. This would be essential if the *Consultant* is a Joint Venture.

Provision of bonds and guarantees

Not applicable.

Documentation control and retention

Retention of documents

10 years: Signed copies by both parties

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 **Employer's Agent** and include on it the following information:

ESKOM HOLDINGS SOC LIMITED
KOMATI POWER STATION
PRIVATE BAG X
BLINKPAN
2250

And include on each invoice the following information:

- Name and address of the Service Manager.
- The Contract number and title.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- The Contractor's e-mail may contain more than one PDF file (e.g., 2 invoices on 2 separate PDF files in one e-mail).
- The Task Order number starting with 45* series.
- Contractor's / Supplier's / Contractor's VAT registration number.

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

- The Employer's VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- E-mail address for invoice submission:
- Local Eskom invoices: invoiceseskomlocal@eskom.co.za
- Foreign Eskom invoices: invoiceseskomforeign@eskom.co.za

NOTES:

- It is of the utmost importance, and it is expected from the Contractor(s) to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.
- If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.
- For Foreign invoices, Contractor will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the Contractor have.

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

Tax Requirement:

- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the Contractor / Supplier / Contractor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on the Contractor's invoice the Employer recommend that the Contractor / Supplier / Contractor issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom human Resource the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The Contractor are welcome to forward the details of invoices corrected to the FSS contact centre.
- Contractor do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the Contractor / Supplier / Contractor can then send the GR / SE number to the FSS contact centre.
- All queries and follow up on invoice payments should made by contacting the FSS Contact Centre:
- Tel: 011 800 5060
- e-mail: fss@eskom.co.za

2.1 Contract change management

Quality management System requirements

Information in the quality plan

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

Not applicable

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

Transfer of rights if Option X 9 applies

Not applicable

Management of work done by Task Order

Only use this heading if main Option G applies to this contract.

Please read Option G before drafting requirements here as much of the procedure for the use of Task Orders is already provided in Option G. For example clause 55.1 specifies what a Task Order should include.

Information included here could be:

- That Task Orders will be prepared in the format stated in an Annexure attached to the Scope
- What the basis or formula will be for calculation of delay damages for a Task Order (if required).
- How expenses for a Task will be assessed and managed.
- (etc)

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.

[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, The Consultant shall comply with the health and safety requirements contained in Annexure B to this Scope.]

Environmental constraints and management:

The Contractor shall comply with the environmental criteria and constraints.

Procurement:

Supplier Development, Localisation, and Industrialisation (SDL&I):

Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

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
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are tender returnable if applicable.

2.2 CIDB Skills Development

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"/>
Not applicable	

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	N/A	
Description	N/A	

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

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

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

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days

of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Content

"Local Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Content	Eskom target	Tenderer Proposal
	100%	

- 3. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

Section 3: SDL&I Penalty and Performance Security

Eskom will apply a penalty of **1%** of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain **1%** of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

Section 4: Reporting and Monitoring

- The suppliers shall on a 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 30 (thirty) 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. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 5: 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.

Preferred subconsultants

Not applicable

Subcontract documentation, and assessment of subcontract tenders

Not applicable.

Limitations on subcontracting

Not applicable.

Attendance on Subconsultants

Not applicable.

Correction of Defects

Not applicable.

Working on the *Employer's* property

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

The Contractor applies for permits at the Security gate, prior to the starting date.

All Contractors personnel will be issued with a temporary access permit, which will contain the following information:

Name

ID Number

Company

Validity date

In order to assist Protective Services with the using of permits and the identification of the personnel on site, the Contractor is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the Contractor's name, is to contain the following information:

- Employee name
- Employee ID number
- Employer's Service Manager Signature.
- Copy of the first page of the ID book of every employee of the Contractor

The Contractor personnel will be required to be in possession of their contractor's permit at all times. All Contractors' permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the works.

- The Contractor/s visitors and all personnel conform at all times, to the security arrangements in force at the time.
- No unauthorized vehicles are allowed on site. Only Contractor's vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the Employer's Representative.
- The Contractor is restricted to the working areas associated with his place of work. The Contractor is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Lost or damaged permits may be re-issued at a cost to be paid to the Employer by the Contractor.
- The wearing of falling device's (Harness etc.) on Employer's site is compulsory,
- Road sign's and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.
- Personnel and vehicles entering and leaving the Site are subject to routing searches.
- The Contractor makes his own assessment of, and allows in his rates for those access problems that may be encountered.
- Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.

- No firearms, Ammunition or explosives are allowed on the Power Station premises.
- Reporting for duty under the influence of liquor or intoxicating substances is prohibited.
- No recruiting of casual Labor may be done on the Power Station premises, including the immediate area outside the Power station security gate.
- The Contractor is responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he makes adequate provision for fencing, access control, lighting and watchman to the works where required
- People restrictions, hours of work, conduct and records
- Records of hours worked will be kept by the contractor and a copy given to the service provide and will be used as part of assessment of payment on month-to-month basis.

Cooperating with and obtaining acceptance of Others

The Service Provider to communicate with the Employer's Agent as and when required in writing.

Things provided by the Employer

Water and ablution facilities

List of drawings

Drawings issued by the Employer

Not applicable.