

PROVISION OF INDEPENDENT ISO 45001 AND 9001 MANAGEMENT SYSTEM STANDARDS AUDITS BY THE ACCREDITED CERTIFICATION BODY IN EACH BUSINESS UNIT ONCE A YEAR (EITHER SURVEILLANCE 1, SURVEILLANCE 2 OR RECERTIFICATION AUDIT) FOR THE PERIOD OF FIVE (05) YEARS



NEC3 Professional Services Contract (PSC3)

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

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

**for Provision of Independent ISO 45001 and 9001
Management System Standards Audits by the
accredited Certification Body in each Business Unit
once a year (either Surveillance 1, Surveillance 2 or
Recertification audit) for the period of Five (05) Years**

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CONTRACT No. [Insert at award stage]

PROVISION OF INDEPENDENT ISO 45001 AND 9001 MANAGEMENT SYSTEM STANDARDS AUDITS BY THE ACCREDITED CERTIFICATION BODY IN EACH BUSINESS UNIT ONCE A YEAR (EITHER SURVEILLANCE 1, SURVEILLANCE 2 OR RECERTIFICATION AUDIT) FOR THE PERIOD OF FIVE (05) YEARS

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	3
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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:

Title of the Contract: Provision of Independent ISO 45001 and 9001 Management System Standards Audits by the accredited Certification Body in each Business Unit once a year (either Surveillance 1, Surveillance 2 or Recertification audit) for the period of Five (05) 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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words) N/A	

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

PROVISION OF INDEPENDENT ISO 45001 AND 9001 MANAGEMENT SYSTEM STANDARDS AUDITS BY THE ACCREDITED CERTIFICATION BODY IN EACH BUSINESS UNIT ONCE A YEAR (EITHER SURVEILLANCE 1, SURVEILLANCE 2 OR RECERTIFICATION AUDIT) FOR THE PERIOD OF FIVE (05) YEARS

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

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

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Schedule of Deviations

Not Applicable

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

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

For the tenderer:

For the Employer

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness

.....

.....

Date

.....

.....

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C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		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
	Tel No.	013 6997010
	Fax No.	none
11.2(9)	The <i>services</i> are	ISO 9001:2015 AND 45001:2018 GENERATION POWER STATIONS AND HEAD OFFICE CERTIFICATION PROGRAM

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

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11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Late submission of reports to client • Insufficient time to cover more areas of compliance
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11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) weeks
13.6	The <i>period for retention</i> is	Five (5) years following Completion or earlier termination.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Eskom Generation Stations	01 June 2024 and as and when required

3 Time

31.2	The <i>starting date</i> is.	01 June 2024	
11.2(3)	The <i>completion date</i> for the whole of the services is.	30 April 2029	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Develop and submit the five-year ISO 9001:2015 and 45001:2018 Audit Programme	01 June 2024
		2 Conduct ISO9001:2015 and ISO45001:2018 certification audits of the Power Stations and Head Office	As per client approved plan
		3 Review of documentation and station verification/inspection	As per client approved schedule

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31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Four (4) weeks of the Contract Date.				
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Twelve (12) weeks.				
4	Quality					
40.2	The quality policy statement and quality plan are provided within	Four (4) weeks of the Contract Date.				
42.2	The <i>defects date</i> is	None				
5	Payment					
50.1	The <i>assessment interval</i> is	between the 20th and 26th day of each successive month.				
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td colspan="2">Refer to C2.2 PSC</td> </tr> </tbody> </table>	Item	Amount	Refer to C2.2 PSC	
Item	Amount					
Refer to C2.2 PSC						
51.1	The period within which payments are made is	04 weeks after submission and approval of each invoice, excluding time for correction of invoice.				
51.2	The <i>currency of this contract</i> is the	South African Rand				
51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest charged by [●] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,				
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.				
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.				
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.				
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices				
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.				

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10 Data for main Option clause	
G	Pricing assumptions
17	<p>The Price for Services Provided to Date is for each Task, the total of R0</p> <ul style="list-style-type: none"> the Time Charge for work which has been completed on time based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item
20	<p>The Prices are</p> <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item.
11.2	<p>(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.</p>
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> <p>In effect Option G is a cost reimbursable form of contract with work ordered by the <i>Employer</i> on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.</p> <p><i>Expenses</i> are calculated separately and added to the amount due for the services provided</p>
C	Target contract N/A

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21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	N/A	
50.4	The <i>exchange rates</i> are those published in	N/A	
54.1	The <i>Consultant's share percentages</i> and the <i>share ranges</i> are N/A	share range	Consultant's share percentage
E	Time based contract N/A		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	N/A	
50.4	The <i>exchange rates</i> are those published in	N/A	
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	One year (Financial Year, March-April)	
50.4	The <i>exchange rates</i> are those published in	N/A	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is	<p>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).</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p>	
W1.2(3)	The <i>adjudicator nominating body</i> is:	<p>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).</p>	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p>	
	The place where arbitration is to be held is	Johannesburg, South Africa	

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	<p>The person or organisation who will choose an arbitrator</p> <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 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12	Data for secondary Option clauses
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X1	Price adjustment for inflation N/A
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X1.1	<p>The index is .</p> <p>The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}</p>
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X2	Changes in the law
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X2.1	The law of the project is	Law of Republic of South Africa
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X3	Multiple currencies N/A
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X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated N/A	Items & activities	Other currency	Maximum payment in other currency
X3.1	The <i>exchange rates</i> are those published in N/A	N/A		
		<p>The items & activities will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Consultant</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. <p>(select one of the three methods as agreed with successful tenderer and delete the others and this note)</p>		

X4	Parent company guarantee	<p>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.</p>
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X5	Sectional Completion N/A
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X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is: N/A	section	description	completion date
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X5 & X6	Sectional Completion and bonus for early Completion used together - N/A
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X6.1 X5.1	The bonuses for early Completion of each <i>section</i> of the <i>services</i> are: N/A	section	description	amount per day
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	Remainder of the <i>services</i> N/A			R[●]
X5 & X7	Sectional Completion and delay damages used together – N/A			
X7.1 X5.1	Delay damages for late Completion of each <i>section</i> of the <i>services</i> are:	N/A	section	description
				amount per day
X6	Bonus for early Completion	N/A		
X6.1	The bonus for early Completion of the whole of the <i>services</i> is	N/A		
X7	Delay damages	N/A		
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are N/A	N/A		
X8	Collateral warranty agreements N/A			
X8.1	The <i>collateral warranty agreements</i> are:	agreement reference	third party	
		N/A	N/A	
X9	Transfer of rights N/A	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:	Patrick Mdluli		
	Address	Megawatt Par		
	The authority of the <i>Employer's Agent</i> is	Patrick Mdluli		
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.		
X12	Partnering	N/A		
X12.1	The <i>Client</i> is (Name)	N/A		
	Address	N/A		
	Tel	N/A		
	Fax	N/A		
X12.1(4)	The Partnering Information is in	N/A		
X12.2(1)	The <i>Client's</i> objective is.	N/A		
X13	Performance bond	N/A		
X13.1	The amount of the performance bond is	N/A		
X18	Limitation of liability			

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X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the services.
X20	Key Performance Indicators (not used when Option X12 also applies) N/A	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	N/A
Z	The <i>Additional conditions of contract</i> are	
		Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

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Z8 Employer’s limitation of liability

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

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

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims The amount of the cover, without derogating from or limiting the <i>Consultant's</i> liability to the Employer shall be determined by the <i>Consultant</i> . Although this amount is at the discretion of the <i>Consultant</i> , the Employer recommends that the Limit of the Cover should be least be the total value of the contract.	Whatever the <i>Consultant</i> deems fit and necessary But, effective from the starting date; And, The period of cover, without derogating from or limiting the <i>Consultant's</i> liability to the Employer shall be determined by the <i>Consultant</i> . Although this period is at the discretion of the <i>Consultant</i> , the Employer

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		<p>recommends that the period following completion of the whole of the services or earlier termination be not less than 5 (five) years</p>
<p>Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	<p>Whatever the <i>Consultant</i> deems fit and necessary</p> <p>But, effective from the starting date;</p> <p>And, The period of cover, without derogating from or limiting the <i>Consultant's</i> liability to the Employer shall be determined by the <i>Consultant</i>. Although this period is at the discretion of the <i>Consultant</i>, the Employer recommends that the period following completion of the whole of the services or earlier termination be not less than 12 (twelve) months.</p>
<p>Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The amount required by the applicable law</p>	<p>Whatever the <i>Consultant</i> deems fit and necessary</p> <p>But, effective from the starting date;</p> <p>And, The period of cover, without derogating from or limiting the <i>Consultant's</i> liability to the Employer shall be determined by</p>

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		<p>the <i>Consultant</i>. Although this period is at the discretion of the Consultant, the Employer recommends that the period following completion of the whole of the services or earlier termination be not less than 12 (twelve) months.</p>
--	--	--

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 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

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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 44 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 *Employer's* 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

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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.

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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	30 April 2029	
11.2(10)	The following matters will be included in the Risk Register	N/A	
11.2(13)	The <i>staff rates</i> are: Either complete here or cross refer to a schedule in Part C2.2	name/designation	rate
		Lead OHS auditor OHS MS auditor QMS auditor Legal QMS auditor Contract Administrator Project Coordinator	

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25.2	The <i>Employer</i> provides access to the following persons, places and things	<p>access to</p> <p>1 Generation Power Station</p> <p>2</p> <p>3</p>	<p>access date</p> <p>01 June 2024 and as and when required</p>
31.1	The programme identified in the Contract Data is	Audit Programme	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<p>Item</p> <p>Audit works</p> <p>Disbursement cost</p>	amount
G	Pricing assumptions		
17	<p>The Price for Services Provided to Date is for each Task, the total of</p> <p>the Time Charge for work which has been completed on time based items on the Task Schedule and</p> <p>a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item</p>	<p>R00</p> <p>In words</p>	
20	<p>The Prices are</p> <p>the Time Charge for items described as time based on the Task Schedule and</p> <p>the lump sum price in the Task Schedule for each other item.</p>		

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PART 2: PRICING DATA

PSC3 Option G

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

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C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	<p>(17) The Price for Services Provided to Date is, for each Task, the total of</p> <ul style="list-style-type: none"> • the Time Charge for work which has been completed on time based items on the Task Schedule and • a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item. <p>(20) The Prices are</p> <ul style="list-style-type: none"> • the Time Charge for items described as time based on the Task Schedule and • the lump sum price in the Task Schedule for each other item.
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From the Core Clauses:

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

and

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

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

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:

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

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

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

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

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

The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

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

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

Code	Description	Unit	Quantity	Frequency	Years	Expected Quantity	Rate	Gross Total
Quality Management System 9001:2015								
Bill No. 1: PS								
10	Normal Hours	-	-	-	-	-		
10.1	LEAD AUDITOR (3)	Each	3	42	5	635		
10.2	AUDITOR (3)	Each	3	64	5	953		
10.3	SAFETY AGENT (1)	Each	1	64	5	318		
10.4	AUDIT COORDINATOR (1)	Each	1	64	5	318		
10.5	CONTRACT ADMINISTRATOR (1)	Each	1	32	5	159		
10.6	CONTRACTS MANAGER(1)	Each	1	32	5	159		
	GRAND TOTAL:							
20	Other Costs - P's & G's							
20.1	ACCOMMODATION 8	Person	8	14	5	565		
20.2	FOOD ALLOWANCE 8	Person	8	14	5	565		
20.3	LIVING OUT ALLOWANCE 8	Person	8	14	5	565		
20.4	MEDICALS 8	Annum	8	1	5	40		
20.5	STATIONERY AND CONSUMABLES	Monthly	12	1	5	60		
20.6	TRANSPORTATION	Monthly	12	1	5	60		
	GRAND TOTAL:							

Code	Description	Unit	Quantity	Frequency	Annum/Years	Expected Quantity	Rate	Gross Total
OHS Management System 45001:2018								
Bill No. 1: PS								
10	Normal Hours							
10.1	LEAD AUDITOR (3)	Each	3	42	5	635		
10.2	AUDITOR (3)	Each	3	64	5	953		
10.3	SAFETY AGENT (1)	Each	1	64	5	318		
10.4	AUDIT COORDINATOR (1)	Each	1	64	5	318		
10.5	CONTRACT ADMINISTRATOR (1)	Each	1	32	5	159		
10.6	CONTRACTS MANAGER(1)	Each	1	32	5	159		
	GRAND TOTAL:							
20	Other Costs - P's & G's							
20.1	ACCOMMODATION 8	Person	8	14	5	565		

ISO 9001:2015 AND ISO 45001:2018 GENERATION POWER STATIONS AND HEAD OFFICE CERTIFICATION PROGRAM

Code	Description	Unit	Quantity	Frequency	Annum/Years	Expected Quantity	Rate	Gross Total
OHS Management System 45001:2018								
Bill No. 1: PS								
20.2	FOOD ALLOWANCE 8	Person	8	14	5	565		
20.3	LIVING OUT ALLOWANCE 8	Person	8	14	5	565		
20.4	MEDICALS 8	Annum	8	1	5	40		
20.5	STATIONERY AND CONSUMABLES	Monthly	12	1	5	60		
20.6	TRANSPORTATION	Monthly	12	1	5	60		
GRAND TOTAL:								

The staff rates are:

No.	Designation (or category) or name of staff member	Rate per hour excluding VAT
01	Lead Auditor	R
02	Legal Auditor	R
03	Auditor	R
04	Contract Administrator	R
05	Project Coordinator	R

The expenses are:

No.	Expense item	Amount / rate excluding VAT
01	Report	R
02	Flags	R
03	Disbursement	R

The task schedule

The following format could be used:

No.	Items of work to be carried out on a time basis
01	Conducting an audit, compile and submit reports to the Client

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

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
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C3.2	<i>Consultant's Scope</i>	2
	Total number of pages	10

C3.1: EMPLOYER'S SCOPE

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Description of the services

Executive overview

Eskom Holdings SOC Limited (Board Sustainability Committee) and the Executive Committee have approved the implement Management Systems that are certifiable to the ISO 9001:2015 and 45001:2018 standards, across its entire business. Generation Power Stations and PTM have been ISO certified by South African Bureau of Standards (SABS).

Generation Division Quality and Occupational Hygiene and Safety have a mandate to ensure that all Power Stations and Head Office Business Units conform and are certified with all the requirements of Quality Management Systems (QMS) ISO 9001:2015 and Occupational Health and Safety Management Systems (OHS) 45001:2018. The OHS MS shall be aligned with Eskom Holdings Occupational Health and Safety Strategy (240-112651496); Eskom Safety and Health, Environment and Quality (SHEQ) policy (32-727) and the Generation Strategy and Generation Business Plan.

The purpose for the implementation of the scope is to source the services of an accredited Certification Body through the commercial process to conduct independent audits and to certify all Generation Powers Station Business Units to ensure compliance to the ISO 9001:2015 and ISO 45001:2018 standards respectively for a period in excess of five (5) years and to meet stakeholder compact. The Certification Body must be accredited by the South African National Accreditation Systems Body (SANAS) and their membership must be valid for the duration and the scope of the contract with Eskom.

NB! Head Office Business Units certification exclude Quality Management System

Interpretation and terminology

Term	Definition
ISO 9001:2015	Quality Management Systems
ISO 45001:2018	Environmental management systems

The following Eskom procedures form part of the contract.

Document Number	Revision	Specification / Code / Standard Title
32-95	Latest	Occupational Health and Safety incident Management Procedure
240-131838225	Latest	Occupational Health and Safety Incident Management Definitions and Classification Parameters Standard
240-112651496	Latest	Eskom Holdings Occupational Health and Safety (OHS) Strategy
32-727	Latest	Generation Environmental Management Operation Plan
240-1528424052T	Latest	Generation Division Occupational Hygiene and Safety Improvement Plan

The following abbreviations are used in this Scope:

Abbreviation	Explanation
OHS	Occupational Health and Safety
OGE	Office of the Group Executive

Abbreviation	Explanation
ISO	International Organization for Standardization

Specification and description of the services

The Generation Business Units is embarking on the open market for ISO 45001:2018 and 9001:2015 Management System service providers. Auditing and certification to be conducted to fulfil the certification requirements. The scope covers to source an independent service provider for certification of management systems for Quality, Occupational, Health and Safety (OHS) for business operations, across Generation Division. The Business Units must be evaluated for the standards compliance in relation to its activities, services and products.

The Auditing Service Provider is required to provide the following scope of services:

- Conduct Occupational Health and Safety Management Systems (OHS) Re/certification and Surveillance audits at seventeen (17) Power Stations, PTM, and Head Office Business Units.
- Conduct Quality Management Systems (OHS) Re/certification and Surveillance audits at seventeen (17) Power Stations, PED, PTM.
- The Power Stations are Kriel PS, Hendrina PS, Matla PS, Komati PS, Duvha PS, Peaking Operating Unit (Hybrid), Tutuka PS, Kendal PS, Arnot PS, Majuba PS, Lethabo PS, Grootvlei PS, Camden PS, Koeberg PS, Kusile PS, Matimba PS, Medupi PS.
- The Head Office Business Units are Finance, Human Resources, Procurement and Supply Chain Management, Office of the Group Executive, PTM, Engineering, Production and Sales, PED and Operating, Maintenance and Outages (Hybrid)
- The Audits shall focus on the establishment, implementation, and maintenance of the respective Occupational Health and Safety Management Systems in accordance with ISO 45001:2018 and Quality Management Systems in accordance with ISO 9001:2015.
- Produce Gx Division an annual audit plan within the time period of one month prior the year end to the Head Office: Gx OGE Representative.
- Communicate the audit plan and programme to each of the Power Stations and Business Units (BU) concerned within a time period of a month prior the audits and send to BU Representatives close copy Head Office: Gx OGE Representative.
- Produce an audit draft report for each of the Power Stations and Business Units (BU) concerned within a time period of two weeks after completion of the audits and send to BU close copy Head Office: Gx OGE Representative.
- Finalise the report within twenty (20) working days audit conducted.
- Review and Accept/ Reject Client (Eskom) action plans within the two weeks after final report issued.
- Sign of the action plan that meet the audit criteria and satisfactory evidence of closure.
- Keep records of all audit’s portfolio conducted in the contract period for at least ten (10) years after contract ended.

Constraints on how the Consultant Provides the Services.

Management meetings

Any additional service such as meetings or engagements requested by Eskom or a Service Provider will be at no additional cost.

Consultant’s key persons

The service provider shall provide key personnel for the execution of the project.

Provision of bonds and guarantees

Not applicable

Documentation control and retention

Identification and communication

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor shall clearly include the following information: file number, contract number and subject matter respectively when available.

Documents shall be delivered in electronic format (Microsoft Office compatible or Adobe Acrobat (pdf) files). In addition a document list shall be delivered in Microsoft Excel format that contains the following fields: “document name”, “document type”, “version number”, “date created” and “created by”.

Retention of documents

Title and purpose	Frequency	Period of retention	Method
Notification Letters	As per scheduled or arrangement	10 years after contract ended	Soft or hard copy
Audit Reports	As per scheduled or arrangement	10 years after contract ended	Soft or hard copy
Audits schedules and revisions	As per scheduled or arrangement	10 years after contract ended	Soft or hard copy
Any scope related communication	As and when required	10 years after contract ended	Soft or hard copy

Records and forecasting of expenses

The Consultant prepares forecasts of the total expenses at intervals of no longer than four weeks

Records and forecasting of the Time Charge

Not applicable

Invoicing and payment

The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment. The period within which payments are made is four weeks after submission and approval of each invoice, excluding time for correction of invoice.

The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

The *Consultant* shall address the tax invoice to Eskom “Name e.g. Kusile” Power Station and include on it the following information:

- Name and address of the *Consultant* and the *Employer’s Agent*;
- The contract number and title;
- *Consultant’s* VAT registration number;

- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- The invoice are submitted electronically to email address that will be provided on contract award

Contract change management

Not applicable

Inclusions in the programme

The contract is expected to start from 01 May 2024 to 30 April 2029 in executing the entire scope as prescribed.

Quality management

System requirements

The Contractor shall comply with the Supplier Quality Management Specification 240-105658000 (QM-58).

Information in the quality plan

The quality policy statement and quality plan are provided within four (4) weeks of the Contract Date.

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

Not Applicable

Transfer of rights if Option X 9 applies

Not applicable.

Management of work done by Task Order

Not applicable

Health and safety

Health and Safety Risk Management

- The Service Provider shall comply with Eskom health and safety requirements

3.14 Environmental Constraints and Management

- The Service Provider shall comply with Eskom environmental requirements

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

Procurement

BBBEE and preferencing scheme

Where a change in the Contractor's legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor's B-BBEE status, the Contractor notifies the

Employer within seven days of the change.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service. Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses.

Subcontract documentation, and assessment of subcontract tenders.

The Employer may list which subcontractors or suppliers the Contractor is required to enter into subcontracts with.

If the Contractor subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's.

Limitations on subcontracting

The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the Service. The Contractor does not appoint a Subcontractor until the Service Manager accepted them

Attendance on Subconsultants

Not applicable

Correction of Defects

Not applicable

Working on the Employer's property

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

All Power stations are National Key Point and have very strict entrance requirements which tendering consultants need to allow for in their prices, and the *Consultant* has to comply which includes site induction, entrance permit for both personnel and other required equipment for execution on scope.

Vetting of individuals may be required prior to commence of work.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Consultant* keeps records of his people working on the *Employer's* property,

Cooperating with and obtaining acceptance of others

Not applicable

Things provided by the Employer

Site Facilities, Utilities and Services	Provided by		Details
	Consultant	Employer	
Item			
Transportation to site and undertaking work in construction site	X		Driving to work Performing duties

Site Facilities, Utilities and Services	Provided by		Details
Item	Consultant	Employer	
			driving in rough terrains, etc
Communication	X	X	
Internet connection	X		
Cell phone communication	X		
Electrical Power			
Power source and maintenance		X	
Power primary distribution system and maintenance		X	
Power energy usage payment		X	
Water - potable			
water usage		X	
Drinking water distribution		X	
Heat			
Temporary heating facilities/system		X	
Sanitary Facilities			
Sanitary facilities and maintenance		X	
Access Roads			
Primary access roads and maintenance		X	
Parking area		X	
Security			
Overall site security		X	
Overall site security access card and fingerprint system and materials		X	
Medical Facilities			
Onsite first aid/medical services		X	
Emergency ambulance		X	
Heliport Area		X	
Food Services			
Allowed onsite - Yes/No	Yes		
Canteen	X		

Cataloguing requirements by the *Consultant*

Not applicable

List of drawings

Drawings issued by the *Employer*

Not applicable