



NEC3 Professional Services

Short Contract (PSSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and [•]

for **The Appointment of an Industry Expert or Consultant to Conduct an In-depth Analysis and to Provide Recommendations for the Transmission Head Office Space**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	2
	C1.2 Contract Data provided by the <i>Client</i>	5
	C1.2 Contract Data provided by the <i>Consultant</i>	13
Part C2	Pricing Data	
	C2.1 Pricing assumptions	14
	C2.2 Price List	15
Part C3	Scope of Work	
	C3.1 The Scope	16

Documentation prepared by: TBC

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Title of the Contract (the services)

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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 ()	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer’s Offer. In consideration thereof, the Client 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 Client 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Client (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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) _____

Capacity _____

for the Client Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sunninghill, Johannesburg

Name & signature of witness _____ Date _____

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, ‘Alternative Tender No. _____’

Schedule of Deviations

Note:

1. To be completed by the Client 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 Client 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 Client 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 Client 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 Consultant

For the Client

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)*

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Client*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Client</i> is (Name):	Eskom Holdings SOC Ltd (Reg No. 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
	E-mail address	TBC
11.2(6)	The <i>services</i> are	The Appointment of an Industry Expert or Consultant to Conduct an In-depth Analysis and to Provide Recommendations for the Transmission Head Office Space
11.2(7)	The Scope is in	the document called 'C3.1 The Scope' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	To be confirmed when both parties have signed the contract
11.2(2)	The <i>completion date</i> is.	To be confirmed (The contract will be for the period of nine (9) months after the starting date)
12.2	The <i>law of the contract</i> is	The Republic of South Africa
13.3	The <i>period for reply</i> is	One week
41.1	The <i>defects date</i> is	6 months after Completion
50.1	The <i>assessment day</i> is the	25th of each successive month.
50.3	[Delete this row if work is NOT to be carried out on a time charge basis]	Work is to be carried out on a time charge basis
50.5	The <i>delay damages</i> for late Completion are	0.1% per day, up to the limit of 10% of the contract price
51.1	If the period for payment is not four weeks [Delete this row if the period for payment is 4 weeks]	30 days after receipt of valid tax invoice.
51.2	If a rate less than 0.5% per week of delay has been agreed	The interest rate on late payment is 0%
82.1	The Consultant's total liability to the Client for matters for which insurance is provided is limited to	Total of the contract amount
	The Consultant's total liability to the Client for other matters is limited to	Total of the contract amount

93.1	The <i>tribunal</i> is:	arbitration.
	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	Johannesburg South Africa
	The person or organisation who will choose the arbitrator if the Parties cannot agree a choice is:	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Professional Services Short Contract (April 2013)¹ and the following additional conditions:

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

¹ Can be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see www.ecs.co.za).

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

Z4 Confidentiality

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

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

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason,

the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace condition of contract 81 with the following:

Insurance cover 81

- 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>	The amount of the deductibles relevant to the event	the amount of the deductibles relevant to the event
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><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>	the amount of the deductibles relevant to the event
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	the amount of the deductibles relevant to the event

81.3 The *Client* provides the insurances in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance

Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Data provided by the *Consultant* (the *Consultant's Offer*)

The tendering consultant is advised to read both the NEC3 Professional Services Short Contract (April 2013) and the relevant parts of its Guidance Notes (PSSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the PSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Consultant</i> is (Name):	[•]	
	Address	[•]	
	Tel No.	[•]	
	E-mail address	[•]	
The <i>Consultant</i> offers to Provide the Services in accordance with the <i>conditions of contract</i> for an amount to be determined in accordance with the <i>conditions of contract</i>			
22.2	The name, job, qualifications and experience of <i>Consultant's</i> key people are in	[•]	
50.3	The <i>staff rates</i> are		
	Person or Job	Unit of measure	Rate
	People not stated here are at open market or competitive tendered rates		
11.2(5)	The offered total of the Prices is: [Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable".]:	R[•] excluding VAT [in words] [•] excluding VAT	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za .

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Client* or the tendering consultant.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
- If the *Consultant* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C3: Scope of Work

C3.1 The Scope

1. Purpose of the services

Currently, there are approximately 822 Transmission (Tx) employees housed within Eskom Head Office at Megawatt Park (MWP). Projections indicate that future growth in Tx will expand this staff count to between 1,100 and 1,300 in the short term. While MWP currently has sufficient space to accommodate all head office staff in one area, uncertainties exist regarding future plans, including Eskom's ownership intentions for the facility. Additionally, it's been suggested that the Transmission Division will be subject to market-related rental charges upon legal separation.

In response to the government's requirement for a new and distinct brand identity resulting from the legal separation, and to establish a clear separation in the perceptions of consumers, investors, employees, and the public, a physical and psychological division between the Tx Division and Eskom Holdings is necessary.

The COVID-19 pandemic has also significantly impacted the commercial property market, fundamentally altering the utilization of commercial buildings. Consequently, careful consideration is needed when planning the office space building to ensure it remains optimal in this evolving landscape.

The purpose of this project is to appoint a Consultant to investigate and propose solutions for the Tx Head Office and to provide an exhaustive and consolidated report on analysis and recommendations.

2. Description of the services

2.1 Works

The Consultant is anticipated to furnish Tx with thorough information aimed at addressing the requirements of the Tx HQ office.

2.1.1 Project Plan

- Demonstrating defined project goals and objectives
- Illustrating a detailed scope and budget
- Highlighting timelines and schedules
- Indicating set success metrics
- Outlining clear milestones, deliverables, and project dependencies
- Identifying stakeholders and roles
- Presenting a communication plan
- Showing a suitable contract management strategy for NEC suite of contracts

2.1.2 Human Resource Requirements

- Architect,
- Space planner,
- Land surveyor,
- QS,
- And any supplementary human resources deemed necessary by the Consultant for the project.

2.1.3 Method Statement

- Providing a logical, step-by-step description of how to perform a particular task,
- Considering the health and safety implications of tasks,
- and including the control measures that must be adhered to mitigate risks

2.2 Scope Parameters

- Provide advisory services and conduct a study on the Gauteng commercial property industry.

- Analysis of the Simmerpan complex, Megawatt Park and surrounds to provide market trends. Excess land parcels, existing structures, possible development opportunities in-line with the existing market trends.
- Analysis of current space utilisation, improvement initiatives and disposal strategy (for non-core assets).
- Analysis of benchmarked real estate industry trends (including local and international).
- SOE (State Owned Entities) business, governance, and technology to be incorporated in the recommendations.
- Provide possible insights on the market trends around Simmerpan, Megawatt Park and surrounding suburbs within a 10 km radius of these Eskom owned commercial buildings.
- Explore possible options and advise on the most suitable location for the Transmission Head office, considering the multitude of alternatives between rental, development, purchase (combinations thereof, under one roof or locate per department).
- Configure a holistic study and provide recommended solutions for approval providing the best value for the Transmission company and its shareholders. Include cost benefit analysis
- for each solution, incorporating possible financing models for each solution.

2.3 Abbreviations

Abbreviation	Explanation
ISO	International Standards Organisation
OHS	Occupational Health and Safety Act
SANS	South African National Standards
SHE	Safety Health and Environment
TX	Transmission Division

3. Existing information

The Client has no further existing information to furnish the Consultant with, aside from the scope and additional documents provided during the tender stage.

4. Specifications and standards

Act No 85: Occupational Health and Safety Act & Regulations.
 ISO 9001: Quality Management Systems.
 32-37: Eskom Substance Abuse Procedure.
 32-418: Working at Heights Procedure.
 240-62946386: Eskom Vehicle and Driver Safety Management Procedure.
 32-726: S.H.E. Requirements for the Eskom Commercial Process.
 240-62196227: Eskom Life Saving Rules Standards.
 Occupational Health and Safety Act 85/1993 and (SHE) Standards.

5. Constraints on how the *Consultant* is to Provide the Services

5.1 Sequence, timing, method and conduct of work

5.1.1 Consultants Key persons

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

The successful Consultant shall utilise / provide skilled and suitably qualified staff and should conform to:

- Have valid medical fitness certificate.
- The Consultant shall supply provision of all necessary general labour, supervision and management to do all the works.
- Conduct criminal and site clearance check (before offer of employment).
- Conduct training, testing, and verifying personnel qualifications and competence.

5.1.2 Health and Safety

The Consultant shall always comply with the health and safety requirements prescribed by law and the Client as they apply to the services. Failure to comply shall result in the Client suspending the execution of services and removing the Consultant from site until compliance is achieved. The Client may terminate the contract depending on the situation and risks to people, plant, equipment, and reputation of the Client.

The Consultant shall provide a comprehensive SHEQ plan at tender stage, refer to Annexure provided for applicable SHEQ policies and procedures.

The Consultant shall be required to do safety induction prior to start any work on site.

5.1.3 Working on Client's Property

The Client's sites are classified as National Key Points and access is controlled and regulated by law. A very strict entrance requirements and allowances for security clearance checks are to be made by consultants requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required if necessary for the provision of Service. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the client's premises. All persons entering or leaving the Client's premises may be subjected to physical security checks including alcohol tests.

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

It is very important that the Consultant keeps records of his people working on the Client's property, and the client shall have access to these records at any time. These records may be needed when assessing compensation events.

5.1.4 Transfer of Rights

The Client owns the Consultants rights over material prepared for this contract by the Consultant. The Consultant provides to the Client the documents which transfer these rights to the Client.

5.2 Quality management

The Consultant shall have a fully documented, implemented, and maintained Quality Management System which complies with the requirements of the ISO 9001: 2015 and their quality management system shall carry valid certification from an acceptable QMS Certification body. The Consultant must provide the quality plan at tender stage

Performance evaluation templates will be discussed during contract award by both Eskom and the Consultant. Service performance will be measured by the Consultant on monthly basis and provide feedback to Eskom.

In case of any non-conformance or if the Consultant fails to meet Eskom requirements, a non-conformance report will be issued and monitored until resolution.

5.2.1 Information in the Quality Plan

Clause 40.2 requires that the Consultant provide a quality policy statement and quality plan which complies with requirements stated in the Scope. The quality policy statement and quality plan to be provided at tender stage. Refer to Annexure provided for Quality requirements.

5.3 Resolution of disputes by adjudication

If a dispute cannot be settled between the *Client* and the *Consultant* within 30 days of notification by either Party to the other, then either Party may refer the dispute for decision by an Adjudicator before any reference of the matter to the *tribunal* in terms of this contract.

The Adjudicator is chosen by the Party wishing to refer a matter to him from the ICE-SA List of NEC Adjudicators³. The Parties conclude a NEC3 Adjudicator’s Contract (April 2013) with the chosen Adjudicator within 7 days of the selection.

The matter is then referred and decided by the chosen Adjudicator as though the matter had been referred to him in accordance with Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3). The chosen Adjudicator acts in the role of the *Adjudicator* in PSC3 and the Parties in this contract act as though they were the *Client* and the *Consultant* respectively in Option W1 of the PSC3 (April 2013).

5.4 Meetings

Contract related meetings shall be convened and chaired by the Client as and when required and standard meetings will be conducted as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly	Simmerpan offices, MWP offices, Ms Teams or other venue as advised by the Client	<i>Client, Consultant, and all relevant Stakeholders (both Eskom’s and Consultant’s)</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.

5.5 Use of standard forms

5.5.1 Documentation Control:

Standard forms to be used by the Consultant in the administration of the contract, for example early warning and compensation event notifications to be addressed to the Client

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

³ ICE-SA is a joint Division of SAICE and the ICE (London). See www.ice-sa.org.za for the List of NEC Adjudicators.

Correspondence on a day-to-day basis shall be directed to the Client and care must be taken not to violate contract conditions and other provisions in terms of the contract.

5.5.2 Records and Forecasting of Expenses

Estimated forecasts of itemised expenses shall be submitted by the Consultant at each assessment period for the acceptance of the Client before expenses are incurred. Clear records of expenses shall be maintained by the Consultant and submitted on request to the Client for verification.

Only invoices from service providers (e.g., hotel or car hire company) showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Client

5.3 Records and Forecasting of Time Charge

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

- Clear records of hours worked or time sheets in respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration, and times, associated expenses incurred and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The Client shall review all time sheets during Assessment and the Consultant shall obtain signed timesheets and assessment documentation.

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

5.6 Invoicing and payment

Within one week of receiving a payment certificate from the Client in terms of core clause 50.1, the Consultant provides the Client with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The *Consultant* includes the following information on each tax invoice:

- Name and address of the *Consultant*
- The contract number and title,
- *Consultant's* VAT registration number,
- The *Client's* VAT registration number 4740101508,
- The total Price for *services* provided to date which the *Consultant* has completed,
- Other amounts to be paid to the *Consultant*,
- Less amounts to be paid by or retained from the *Consultant*,
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT,
- (add other as required)

The *Consultant* attaches the detail assessment of the amount due to each tax invoice showing the Price for *services* provided to date for each item in the Price List for work which he has completed.

Invoices and Additional Information

- Eskom order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an Eskom email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices

emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.

- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- 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 is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Consultant can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Consultant is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za. Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

5.7 BBBEE and preferencing scheme

To be confirmed by Procurement

5.8 Facilities to be provided by the *Consultant*

The Consultant shall provide all tools and equipment required for the service.

5.9 Cataloguing Requirements by the *Consultant*

Not applicable

6. Requirements for the programme

To Consultant to provide the programme before commencement of the contract for the Client's Agent's Acceptance and it should consist of (but not limited) to the following:

- Outline business justification and stakeholder needs
- List of requirements and project objectives
- Project scope statement
- List of deliverables and estimated due dates
- Detailed project schedule
- Risk assessment and management plan
- Defined roles and responsibilities

7. Information and other things provided by the *Client*

The Client may provide (if required) special software and access to systems, training, and guidance on requirements specific to the Client r that are not common in the industry to enable the Consultant to deliver the services as required by the Client.

7.1 Management Reporting and Process for Monitoring

To ensure effective monitoring of this contract, the Client will implement robust contract management principles.