



NEC3 Professional Services Contract (PSC3)

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

and
(Reg No./...../....)

for NED Professional Services (Network Engineering &
Design) panel contract in the Cape Coastal Cluster.

Contents:	No of pages
Part C1 Agreements & Contract Data	12
Part C2 Pricing Data	03
Part C3 Scope of Work: The Scope	17

CONTRACT No. 46000.....

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	03
C1.2a	Contract Data provided by the <i>Employer</i>	9
C1.2b	Contract Data provided by the <i>Consultant</i>	01

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:

NED Professional Services (Network Engineering & Design) panel contract in the Cape Coastal Cluster

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	Not Applicable – Cost reimbursable
Value Added Tax @ 14% is	Not Applicable – Cost reimbursable
The offered total of the Prices inclusive of VAT is	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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: The Scope

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

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

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

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

Signature(s)

Name(s)
Capacity

for the
Employer

**ESKOM HOLDINGS SOC LIMITED, Megawatt Park, Maxwell Drive, Sandton,
Johannesburg**

Name &
signature of
witness

Date

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

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Statement	Data
Clause	
1 General	
The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
dispute resolution Option and secondary Options	G: Term contract W1: Dispute resolution procedure X2 Changes in the law X7: Delay damages X9: Transfer of rights X10 Employer's Agent X11: Termination by the Employer X18: Limitation of liability Z: Additional conditions of contract
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.	011 800 4585
Fax No.	011 800 5803
11.2(9) The <i>services</i> are	Network Engineering & Design
11.2(10) The following matters will be included in the Risk Register	As part of the Task Instruction
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	5 (five) working days

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

13.6 The *period for retention* is **5 (five) 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 The Relevant project Sites	As per duration on the Task Order
		2 Restricted access to relevant Eskom Premises during working Hours for consultation with Employer Stakeholders	As per duration on the Task Order
		3 Restricted access to relevant Eskom Premises during working hours for use of computer equipment and software where applicable and network plant for technical evaluation and investigation and investigative purposes, where relevant and agreed to as per Task Instruction	As per duration on the Task Order

3 Time

31.2	The <i>starting date</i> is.	01 February 2027	
11.2(3)	The <i>completion date</i> for the whole of the services is.	31 January 2030	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Those in the Task Instruction /Order	Those in the Task Instruction/ Order

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.
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5 Payment

50.1	The <i>assessment interval</i> is	between the 25th day of each successive month or is as per Milestones in the Brief document attached to this contract.
51.1	The period within which payments are made is	As per the Consultants BB-BEE Status.
51.2	The <i>currency of this contract</i> is the	South African Rand

51.5 The *interest rate* is

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

and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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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.
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8	Indemnity, insurance and liability
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81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event

Liability for failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*

Cover

Whatever the *Consultant* deems necessary in respect of each claim, without limit to the number of claims

Period following Completion of the whole of the *services* or earlier termination

See Notes to Consultants in Annexure A

	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i> .	
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	[2] two weeks.	
50.4	The exchange rates are those published in	Pricing data	
11	Data for Option W1		
W1.2(3)	The adjudicator nominating body is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).	
W1.4(2)	The tribunal is:	arbitration	

W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. East London, South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The law of the project is	Any law within the Republic of South Africa which applies to the Consultant's providing the Services.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the services are	R 1 000.00 per day up to 30% of the Task Instruction value
X9	Transfer of rights	
		There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is Name: Address	Mr Elliot Ntaka (043) 703 2508
X11	Termination by the <i>Employer</i>	
		There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	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 years after Completion of the whole of the services/task order.
Z	The <i>Additional conditions of contract</i> are	
		Z1 to Z11 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*.
- 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Consultant* which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if the *Consultant* (or any member of the *Consultant* where the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Consultant* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence

of such practice.

- Z4.3 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.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *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.

Z7 Provision of a Tax Invoice. Add to core clause 51

- Z7.1 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.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 If the *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.

Z11.2 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.

Annexure A: Notes to Consultants

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

Clause	Statement	Data	
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.		
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:		
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .	
11.2(3)	The <i>completion date</i> for the whole of the services is	31 January 2029	
11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
31.1	The programme identified in the Contract Data is	As part of the Task Instruction	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount

PART 2: PRICING DATA

PSC3 Option G

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

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11	
	11.2	(17) The Price for Services Provided to Date is, for each Task, the total of - 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) The Prices are - 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.

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.
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and

Assessing the amount due	50.3	The amount due is - 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>.
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Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

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

2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

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

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

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

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

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

3. The function of the Task Schedule

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

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

C2.2 Staff rates, expenses & the task schedule

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

1. The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per hour
	1. Preliminary Design	
	Professional Engineers/Technologists	
	Engineers	
	Senior Technician	
	Technicians	
	Architect	
	Surveyor	
	Environmental	
	Quality	
	Safety	
	Draughting	
	Supervisor	
	Manager	
	2. Detail Design	
	Professional Engineers/Technologists	
	Engineers	
	Senior Technician	
	Technicians	
	Architect	
	Surveyor	
	Environmental	
	Quality	
	Safety	
	Draughting	
	Supervisor	
	Manager	

2. The expenses are:

No.	Expense item	Amount / rate
	3. Engineering Construction Support	
	Transport per kilometer	
	Travel per kilometer	
	Accommodation (per person) per night	

The Task Order is subject to the following:

- A request for *services/works* will be given to the *Consultant* by the *Employer*, in its total discretion and on an 'as and when needed' basis, in the form of a Task Order/Instruction. Signatories of both parties on the Task Order/Instruction are required prior to any obligation being created for commencement of or payment for *services/works*.
- The *Consultant should* not commence with any *services/works* regarding any Task Order/Instruction without receiving the purchase order number (45# number) from the contract custodian.
- A Task Order/Instruction is an order/instruction by the *Employer* to perform *services/works* as nominated by the *Employer* from the skills and *services/works* category, in terms of the above Price List, for which the *Consultant* has been found by the *Employer*, in its total discretion, to have the relevant and present competency and capacity and no serious misconducts by key persons of the *Consultant* alleged or otherwise."
- This contract is the only contract which can be used to request the *services/works* deemed to be survey *services/works*."
- Ad-hoc Services – refers to Employer's requirements and the Task Instruction. A signatory of both parties on the Task Instruction is required prior to any work being commenced by the Consultant.

Contractor:

.....
 PRINT NAME

.....
 SIGNATURE

.....
 DATE

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SCOPE

Contents

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

Contents

Part 3: Scope of Work	21
C3.1: Employer's scope	22
1 Description of the services	24
1.1 Executive overview	24
1.2 Interpretation and terminology	24
2 Specification and description of the services	25
2.1 Stage 1 Preparation	26
2.2 Stage 3: Design development	26
2.3 Stage 4: Production information	26
2.4 Stage 5: Manufacture, Installation and Construction Information:	26
2.5 Stage 6: Post Practical Completion	26
3 Constraints on how the Consultant Provides the Services.	27
3.1 Management meetings	27
3.2 Consultant's key persons	27
3.3 Provision of bonds and guarantees	27
3.4 Documentation control and retention	27
3.4.1 Identification and communication.....	27
3.4.2 Retention of documents	27
3.5 Records and forecasting of expenses	27
3.6 Records and forecasting of the Time Charge	27
3.7 Invoicing and payment	28
3.8 Contract change management	28
3.9 Inclusions in the programme	28
3.10 Quality management	28
3.10.1 System requirements	28
3.10.2 Information in the quality plan	29
3.11 The Parties use of material provided by the Consultant	29
3.11.1 Employer's purpose for the material	29
3.11.2 Restrictions on the Consultant's use of the material for other work	29

3.11.3	Transfer of rights if Option X 9 applies	29
3.12	Management of work done by Task Order	30
3.13	Health and safety	30
3.14	Procurement	30
3.14.1	BBBEE and preferencing scheme	30
3.14.2	Other constraints.....	30
3.14.3	Preferred subconsultants	30
3.14.4	Subcontract documentation, and assessment of subcontract tenders	30
3.14.5	Limitations on subcontracting	30
3.14.6	Attendance on Subconsultants	30
3.15	Correction of Defects	30
3.16	Working on the <i>Employer's</i> property	31
N/A	31	
3.16.1	<i>Employer's</i> entry and security control, permits, and site regulations.....	31
3.16.2	People restrictions, hours of work, conduct and records.....	31
3.17	Cooperating with and obtaining acceptance of Others	31
3.18	Things provided by the <i>Employer</i>	31
3.19	Cataloguing requirements by the <i>Consultant</i>	31
N/A	31	
4	List of drawings.....	31
4.1	Drawings issued by the <i>Employer</i>	31

1 Description of the services

1.1 Executive overview

NED Professional Services (Network Engineering & Design) panel contract in the Cape Coastal Cluster. The scope includes designs for the following,

- Electrification,
- Civil Engineering, Geotech and Structural,
- LV, MV and HV Line Design,
- Substation Designs - Primary Plant Design and Control Plant Design,
- Telecomms,
- Architectural,
- Grid Modernization (MicroGrids, RoofTop PV, Smart Metering, E- Mobility, Statistical Metering, Wind Energy facilities, Battery Energy Storage System)

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
CPM	Contract/Consultant Project Manager
EMP	Environmental Management Program
CPE	Consultant Project Engineer
COW	Clerk of Works
PES	Project Engineer Specialist
FDP	Final Design Package
FSA	Field Services Area
TEC	Technical Evaluation Committee
CNC	Customer Network Centre
LV, MV and HV	Low Voltage, Medium Voltage and High Voltage
AFC	Approved for Construction
PV	Photovoltaic
ECSA	Engineering Council of South Africa
SACAP	South African Council for the Architectural Profession
SACPCMP	South African Council for Project and Construction Management Professionals
SACQSP	South African Council for Quantity Surveying Professionals
OBL	Outside battery limits
T&Q	Technology and Quality Department - Eskom

2 Specification and description of the services

The scope of work comprises of the following activities:

Preliminary Design and Definition Release Approval (DRA)

- Electrification: Confirm number of connections / ADMD on site / Site visits / Transformer Zones / LV & MV infrastructure.
- Civil: Geotechnical Survey, Confirm soil type, Platform Design, Foundation nominations.
- Control Plant/HV Line Design/Primary Plant
- Telecomms Design / Microwave towers
- Grid Modernization: Microgrids/ RoofTop PV / Smart Metering /E Mobility/ Wind energy facilities/ Battery Energy Storage System.
- Consult Stakeholders (Internal/External)
- Preliminary design.
- Preliminary Bill of Quantities
- Priced Preliminary Bill of Quantities
- FSOW (Functional Scope of Works)
- DRT (Design Review Team)
- Co-ordination of Funding and alignment to final design solution.
- Compilation of Definition Release Approval forms/report/presentation.

Detail Design Package

- Final Design Package (Detailed scope, Drawings)
- Engineering inputs to Safety and Health specification.
- Final Bill of Quantities
- Co-ordination of Funding and alignment to final design solution.
- Verification of the Environmental and Statutory approvals required for the design works.

Construction stage

- Outages / Implementation Plan
- Engineering Construction support
- Review Design changes requests
- Provide Engineering solutions to real time construction challenges to mitigate standing time.
- Engineering Report (Close out)

2.1 Stage 1 Preparation

As per the issued Task Order, since it will be different projects

As per the issued Task Order, since it will be different projects

2.2 Stage 3: Design development

As per the issued Task Order, since it will be different projects

2.3 Stage 4: Production information

As per the issued Task Order, since it will be different projects

2.4 Stage 5: Manufacture, Installation and Construction Information:

As per the issued Task Order, since it will be different projects

2.5 Stage 6: Post Practical Completion

As per the issued Task Order, since it will be different projects

3 Constraints on how the *Consultant* Provides the Services.

3.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required	Teams	<i>Employer's Agent and Consultant</i>
Technical and progress meeting	Bi-weekly bases on task order durations	Teams or Site as per task order	<i>Employer's Agent and Consultant</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.2 *Consultant's key persons*

Refer to the Contract Data provided by the Consultant.

3.3 Provision of bonds and guarantees

N/A

3.4 Documentation control and retention

3.4.1 Identification and communication

All correspondences to be addressed to the Project Manager via formal communication such as email.

3.4.2 Retention of documents

As per the task order. Indication will be made on how document control and retention will be required

3.5 Records and forecasting of *expenses*

N/A

3.6 Records and forecasting of the Time Charge

N/A

3.7 Invoicing and payment

Within one week of receiving a payment certificate from the Project Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Project Manager's payment certificate. Email Invoice to shared services:

The Consultant shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice 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;
- (add other as required)

3.8 Contract change management

N/A

3.9 Inclusions in the programme

Consultant to issue a programme after Task order issue which is aligned with the task order start and completion date. To consider the durations implications for design review presentation for design acceptance.

3.10 Quality management

3.10.1 System requirements

The *Contractor's* ISO 9001:2015 Certificate or equivalent must be supplied with tender documents. If the *Contractor* is not certified, the objective evidence of a developed and fully implemented Quality Management System that conforms to ISO 9001:2015 requirements shall be submitted.

The *Contractor* shall comply with the *Employer's* Quality Requirements as specified in the Supplier Quality Management Specification 240 – 105658000 (QM-58). Form A (Tender and contract quality requirements for QM 58 and Quality Requirements for ISO 9001 standard) of this Specification indicates the specific application thereof.

All Quality Control documentation must be submitted to the *Employer* at least one month before project start. Quality Control Plans must include hold and witness points, must clearly state 3rd party interventions and quality/test specifications where applicable.

3.10.2 Information in the quality plan

The Quality Control documentation that will be handed over within 30 days of order placement by the successful *Contractor* to the Employer and shall consist the following:

The Quality Control Plan shall consist of the following as a minimum and shall be accepted by the *Quality representative* of the *Contractor* prior to commencement of work and shall be sent to Eskom for approval. The QCP will also include welding procedures where applicable.

A covering page, table of contents and QCP which includes and makes provision for the following but not limited to:-

- QCP unique number.
- Revision number.
- Page number
- Provision for QCP approval signatures by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- Provision to incorporate all inspection reports or any form of records to prove conformity to requirements.
- High level description of work in execution including Item/ component/ system/ sub-system.
- Provision for nomination of intervention points for each activity as per SOW.
- Provision for review and approval signatures and dates by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- Provision for final acceptance/ releases approval signatures by the *Contractor* (Supervisor and Quality Controller) Eskom System Engineer and/ or Eskom QC.

Test Reports

Where tests were performed they shall be recorded and the positions of measurements are traceable to the specific area of testing against the records. Therefore the Contractor will submit all test reports that has been performed in the form of Data Pack.

Procedures

Contractor to submit all work procedures/instructions/ Method Statement before any work commences. These must be submitted together with QCP for approval.

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

3.11.1 *Employer's* purpose for the material

N/A – contract is for design and construction support only. No issue of materials.

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

N/A – contract is for design and construction support only. No issue of materials.

3.11.3 Transfer of rights if Option X 9 applies

All intellectual property rights relating to the design created and developed for this each task order issued will be transferred to and owned by Eskom.

3.12 Management of work done by Task Order

Items of work to be carried out on a time basis and items of work priced on a lump sum basis.

3.13 Health and safety

The *Consultant* shall always comply with the health and safety requirements prescribed by law as they may apply to the *services*.

3.14 Procurement

3.14.1 BBBEE and preferencing scheme

Those that are stated on conditions of tender are applicable

3.14.2 Other constraints

N/A

3.14.3 Preferred subconsultants

Any appointment of a subconsultant by the Consultant is to be approved by the Project Manager.

3.14.4 Subcontract documentation, and assessment of subcontract tenders

The use of NEC is required if any subconsultant work is carried out

3.14.5 Limitations on subcontracting

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

3.14.6 Attendance on Subconsultants

The *Consultant* is responsible for performing on the provided scope of work as if had not subconsulted.

3.15 Correction of Defects

N/A

3.16 Working on the *Employer's* property

N/A

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

Comply to Eskom site access control requirements

3.16.2 People restrictions, hours of work, conduct and records

N/A

3.17 Cooperating with and obtaining acceptance of Others

N/A

3.18 Things provided by the *Employer*

N/A

3.19 Cataloguing requirements by the *Consultant*

N/A

4 List of drawings

4.1 Drawings issued by the *Employer*

Relevant drawing will be issued based on task order requirements