



NEC3 Professional Services Contract (PSC3)

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

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

**for Professional Service Contract For Water Retaining
Structures In Duvha Power Station**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
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C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Professional Service Contract for Water Retaining Structures in Duvha Power Station**

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(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**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X5: Sectional Completion
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	013 690 0836
	Fax No.	086 609 2540
11.2(9)	The <i>services</i> are	Professional Service For Water Retaining Structures In Duvha Power Station
11.2(10)	The following matters will be included in the Risk Register	

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

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	2 weeks		
13.6	The <i>period for retention</i> is	N/A		
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	Duvha Power Station	After contract awarded
3	Time			
31.2	The <i>starting date</i> is.	1 July 2021		
11.2(3)	The <i>completion date</i> for the whole of the services is.	30 June 2026		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 weeks of the Contract Date.		
42.2	The <i>defects date</i> is	N/A		
5	Payment			
50.1	The <i>assessment interval</i> is	From the 25th of each month to the 25th of the subsequent month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	
		[•]	[•]	
51.1	The period within which payments are made is	4 weeks.		
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.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	4 weeks.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	To be appointed when disputes arises		
	Tel No.			
	Fax No.			
	e-mail			
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Emalahleni Mpumalanga South Africa		
	The person or organisation who will choose an arbitrator			
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The index is	ECSA Government Gazette		
	The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	The staff rates are fixed at the Contract Date for the period of 12 months thereafter will be subject to annual escalation as per the ECSA Government Gazette		
X2	Changes in the law			
X2.1	The law of the project is	South Africa		
X4	Parent company guarantee		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.	
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the services is:	<i>section</i>	<i>description</i>	<i>completion date</i>

		1	Task order issued for that month	activities which will be assessed and found completed by the 25 th of each month on that task order can be paid
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of each section of the services are:	section 1	description Activities not completed on the task order issued for that month	amount per day R 1 000.00 per day limited to 10% of the contract value
X7	Delay damages			
X7.1	Delay damages for late Completion of the whole of the services are	R 1 000.00 per day limited to 10% of the contract 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 The authority of the <i>Employer's Agent</i> is	Netshia Takalani Duvha Power Station P.O. Box 2199 Witbank, 1035 To carry out all the actions of the Employer in this contract with the exception of those required by clauses 51.1, 81.1,		
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.		
X18	Limitation of liability			
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	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.		
X20	Key Performance Indicators (not used when Option X12 also applies)			

X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	N/A
Z	The <i>Additional conditions of contract</i> are Z1 to Z14 always apply.	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

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.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

Instructions to the tendering consultant:

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the services is	
11.2(10)	The following matters will be included in the Risk Register	

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

11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R	(in figures) (in words), excluding VAT
C	Target contract		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R	(in figures) (in words), excluding VAT
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART 2: PRICING DATA

PSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	[•]
C2.2	The <i>activity schedule</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Activity Schedule

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

Link to the programme

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

Preparing the activity schedule

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

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

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

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

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

estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

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

Expenses

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

Expenses associated with employing a staff member in Providing the Services are listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the activity schedule prices or *staff rates*.

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

Staff rates

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

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

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

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

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

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

C2.2 the *activity schedule*

Use this page as a cover page to the *Consultant's activity schedule* or include here in this format:

Item	Personnel Description	Unit	Qty	Rate	Amount
1	<u>PRELIMINARY AND GENERAL</u>				
1.2	Fixed Charge Items (office related cost)	Month	36		
1.1.	Safety Health environment and quality (SHEQ) requirements	Month	36		
1.3.					
2	<u>PROFESSIONAL SERVICES</u>				
2.1.	DAY TO DAY SERVICES AS IN WHEN REQUIRED:				
2.1.1	Conducting Risk Assessments	No	10		
2.2.	MONTHLY SERVICES:				
2.2.1	Monthly inspection and compiling of report for overall status of dams (as per SOW)	No	36		
2.2.2	Attending ash dam monthly meetings	No	36		
2.3	6 MONTHLY SERVICES:				
2.3.1	Inspection of Raw water dam and HLD	No	6		
2.4	YEARLY SERVICES:				
	(See SOW for Details)				
2.4.1	Stability analysis	No	3		
2.4.2	CPTU test	No	3		
2.4.3	Aerial survey inclusive all dams as per scope of work	No	3		
2.4.4	Inspections				
2.4.4.1	Ikageng sewage plant water retaining structures	No	3		
2.4.4.1	SND and SSD ponds	No	3		
2.4.4.1	Clarifiers	No	3		
2.4.4.1	Storm water drainage system	No	3		
2.4.4.2	Sewage drainage system	No	3		
2.5	3 YEARLY SERVICES:				
2.5.1	Review and Revise operation and maintenance manual				
2.5.1.1	Ash Dam	No	1		
2.5.1.2	Low Level Dam	No	1		
2.5.1.3	Raw Water Dam	No	1		

2.5.2	Dam safety inspection as per the dam safety regulation				
2.5.2.1	Ash Dam	No	1		
2.5.2.2	Low Level Dam	No	1		
2.5.2.3	Raw Water Dam	No	1		
2.5.3	Dam break analysis				
2.5.3.1	Ash Dam	No	1		
2.5.4	Bathymetry survey for AWR dams (LLD and HLD)	No	6		
2.5.5	Camera inspection as per SOW	No	1		
2.5.	Ad-hoc Services: (on request by client)				
2.5.1.	Civil and Structural Engineering Services:				
	• Category A	hrs	200		
	• Category B	hrs	300		
	• Category C	hrs	500		
	• Category D	hrs	500		
2.5.2.	Other Engineering Services:				
	• Draughtsman	hrs	500		
2.5.3	Travelling <small>Note: travelling to be utilised only on adhoc services</small>	km	50 000		
	Sub-Total				
	VAT				
	Total Carried Forward to Tender Form				

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

Remember to state whether the *staff rates* and *expenses* exclude or include VAT.

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT
1	Category A	
2	Category B	
3	Category C	
4	Category D	
5	Draughtsman	

The *expenses* are:

No.	Expense item	Amount / rate excluding VAT
1	Travelling (km)	

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SCOPE

1 Description of the services

1.1 Executive overview

Refer to attached scope of work

1.2 Interpretation and terminology

Refer to attached scope of work

2 Specification and description of the services

Refer to attached scope of work

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	Monthly on 25th at 10:00	Duvha P/S or Microsoft Teams	Employer's Agent and Consultant
Overall contract progress and feedback	Monthly on 25th at 10:00	Duvha P/s or Microsoft Teams	<i>Employer's Agent and Consultant</i>
Emergency meeting	As and when there is an emergency	To be confirmed	Employer's Agent and Consultant

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

Consultant to state any additional constraining requirements on the key personnel. Such as need to notify contact details, leave and mentoring requirements where applicable

No	Name	Lines of authority	Contact details
1			
2			
3			
4			

3.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Consultant is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Consultant until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Consultant by the Employer's Agent to receive and accept such bond or guarantee. Such withholding of payment due to the Consultant does not affect the Employer's right to termination stated in this contract.

3.4 Documentation control and retention

3.4.1 Identification and communication

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

3.4.2 Retention of documents

The Consultant must retain copies of drawings, specifications, reports and other documents which record the services in the form stated in the Scope or as agreed with the Employer's Agent and up to the duration of the contract

3.5 Invoicing and payment

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

- Completed activities as per the task order
- Total amount due for payment

The Consultant shall address the tax invoice to invoiceseskomlocal@mp2rc110.eskom.co.za and include on it the following information:

- Name and address of the Consultant and the Employer's Agent;
- The contract number and title;
- Consultant's VAT registration number;
- The Employer's VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Within one week of receiving a payment certificate from the Employer's Agent in terms of core clause 51.1, the Consultant provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Employer's Agent payment certificate.

3.6 Contract change management

N/A

3.7 Inclusions in the programme

N/A

3.8 Quality management

3.8.1 System requirements

Clause 40.1 requires that the Consultant operate a quality management system as stated in the Scope. Include your requirements here

All work is carried out under the supervision of the APP or professional registered engineer by ECSA.

- The Consultant complies with the Employer's Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.
- All quality control documentation is submitted to the contract manager within 7 days of Contract date.
- The Consultant, works must be required to comply with a standard specification.

3.8.2 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.

3.9 The Parties use of material provided by the Consultant

3.9.1 Employer's purpose for the material

Clause 70.1 states that the Employer has the right to use the material provided by the Consultant for the purpose stated in the Scope.

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

General

- The Consultant's equipment does not impair the operation or access to the plant.
- The Consultant does not use barrier tape for barricading, but use solid barricading.
- The Consultant is responsible to check and verify correctness of civil work installed by others prior to commencement of installation / erection.
- The Consultant is responsible for cleaning where necessary of all mating surfaces before erection.
- Duvha power station is a national key point, the Consultant shall not use information or disclose any information obtained through this contract unless otherwise give permission
- Cell phone usage will be in accordance with Eskom procedure 36-583. No cellphone or any other electronic devices will be used whilst conducting critical work, and high risks activities unless otherwise authorized by the Employer. Such communication device exclude two-way radios and devices used for the works
- In terms of this contract any information or data supplied by either party arising out of this contract or from the performance of the services in terms of this contract, shall be treated in the strictest confidence.
- The Consultant shall, at the Employer's request at any time, and in any event upon the termination of this contract, return to the Employer any documents and any other material obtained from the Employer or generated on his behalf during the term of the contract.
- The intellectual property rights of any product generated in the execution of the contract will remain the property of ESKOM as stipulated in the Policy document ESKPBAAT3"Overall Framework Policy on Intellectual asset Management".

Refuse Disposal

- The Consultant is responsible to keep the work area clean of any rubble.
- All waste introduced and/or produced on the Employer's premises by the Consultant for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 110104 Ref: ISBN0621 - 162106-5.
- All refuse is disposed of at a registered dump site. There is no such dump site at Duvha.

Photographs

The Power Station is a national security key point and the Consultant needs to apply in writing for permission from the Employer to take photos on site.

3.9.3 Transfer of rights if Option X 9 applies

- There is no exception, the consultant shall transfer rights of owner to Eskom for any work developed in this contract
- The Consultant shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

3.10 Management of work done by Task Order

- The contract Manager issues a Task Order to the Consultant which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the Contractor complies with in providing the Works.
- The Task Order is issued before the Consultant Provides the Work
- The contract Manager issues Task Orders to the Contractor in a timely manner that allows the Contractor to properly plan the work within the time periods stated on the Task Order
- The contract Manager issues to the Consultant any information relative to the Employer's need and circumstance surrounding forecast future work required from the Contractor. This information allows the Consultant to provide staff in a cost effective and efficient manner.
- Task Orders will be prepared in the format stated in an Annexure attached to the Scope
- Emergency work
- The contract Manager may issue a verbal instruction to the Consultant to undertake emergency work. This verbal instruction is confirmed in writing within 5 days from when the instruction is issued.

3.11 Health and safety

Clause 25.4 states that the Consultant acts in accordance with the health and safety requirements stated in the Scope. It is suggested that this part of the Scope address how the Consultant acts when doing his services. These requirements may be no more than just complying with the law. However if the Consultant is required to work on Eskom premises, then whatever requirements which personnel working in those premises need to comply with should be included here or referred to in an Annexure.

If when doing his services the Consultant is required to carry out a design which needs to take account of certain health and safety criteria, then this should be included in the specification of that design service stated elsewhere in the Scope.

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

The Consultant personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Contract Manager before any activities can be started on site.

- The Consultant shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the Contract manager)
- The documents are completed by the Consultant and submitted to the Employer before taking possession of the works.
- These documents are valid for the duration of the works.
- The Consultant and all his personnel attend a Health and Safety Induction Course prior to starting with the works.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The Consultant makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- The Consultant submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he uses to carry out the works or any other works in the Employers premises.

- Compensation Commissioner records and proof of registration.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works in Employers premises.
- Personal Protective Equipment (PPE) and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works in the Employers premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the Consultant spends on the Employers premises.
- Written Safe Work Procedures for all hazardous tasks the Consultant executes on the Employers premises.
- A Fall Protection Plan for all elevated work the Consultant does on the Employers premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body

The Consultant has Safety Systems in place at his premises for the total contract period and these include the following:

- A safety management structure and compliance to these
- Statutory appointments
- Records and documentation of all Risk and Hazard Analyses.
- Planned Job Observations Records and Documents.
- Employment history and records of all personnel, part-time or full-time or contract labour.
- Medical History of all personnel, part-time or full-time or contract labour
- Training and Competency Records with regard to Safety, Health and Environment.
- Training and Competency Records with regard to the skills he uses to carry out the service or any other services in the Employer's premises.
- Compensation Commissioner records and proof of registration.
- Records and documentation with regard to any sub-consultant or labour-only contracts he places or uses to carry out the service or any other services in Employer's premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-consultant or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, Category A, B, C or D and vehicle accidents incurred during execution of this works or any other works in the Employer's premises.
- Records of all man-hours, including sub-consultants or labour-only contracts, the Consultant spends on the Employer's premises.
- Written Safe Work Procedures for all hazardous tasks the Consultant executes on the Employer's premises.
- A Fall Protection Plan for all elevated work the Consultant does on the Employer's premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the

3.12 Procurement

3.12.1 BBBEE and preferencing scheme

Consultant must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.12.2 Limitations on subcontracting

The Consultant must subcontract not more than 30% proportion of the whole of the contract.

3.12.3 Attendance on Subconsultants

Sub consultants may work under supervision of the consultant and will be required to adhere to Eskom SHEQ requirements

3.13 Working on the Employer's property

This part of the Scope addresses constraints, facilities, services and rules applicable to the Consultant whilst he is doing work on the Employer's property. Delete this section if not applicable.

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

Working Areas

The Consultant makes provision for other contractors who may be working in the same area.

Site Services and Facilities

The Consultant ensures that all plant he works on is always in a clean and neat condition.

Catering Facilities

- The Consultant are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Consultant and Eskom Catering and Accommodation Services (ECAS).
- The Consultant may buy take away meals from the fast foods outlet on Site.

Toilet Facilities

The Employer provides the Consultant access to the existing toilet facilities free of charge.

Medical Facilities

- The Consultant provides a First Aid service to his employees and subconsultants. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
- Outside the Employer's office hours, the Employer's First Aid Services are only available for serious injuries and life threatening situations.
- The Employer is entitled to recover the costs incurred, in the use of the above Employer's facilities, from the Consultant.

Accommodation

The Employer provides no accommodation.

Security arrangements

- The Consultant applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the starting date. The Consultant's personnel shall be required to be in possession of a Contractor's Permit at all times.
- All Consultant's personnel shall be issued with a temporary access permit (Contractor's Permit) which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date

- All Contractors' permits must be submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Consultant is to supply a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area. This list must be delivered to Protective Services, or can be faxed to (0136) 1000348. The list, identified with the Consultant's name, is to contain the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Employer's Agent signature
 - Copy of the first page of the ID book of every employee of the Consultant, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form attached to the Contractor's Safety Manual.
- To speed up the process of gaining access to the site, the Consultant must compile detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate. A special Tool List form is available at Protective Services. An authorised copy of this list must be retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The Consultant's visitors and all personnel shall conform at all times to the security arrangements in force at the site. Application forms for visitors must be filled in by the Consultant's Site Manager and approved by the Employer's Agent, one day before the visit and submitted to the Employer's Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the Consultant's personnel from the site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles will be allowed on site. Only Consultant's vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the Employer's Agent
- The Consultant will be restricted to the working areas associated with his place of work. The Consultant is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.

Security of Working Areas

- The Consultant is responsible for the security and safe keeping of all Working areas and any associated Consultant Equipment, Materials, Plant, Temporary Works and Employer's Equipment as may be located within those areas.
- The Consultant will at all times comply with the National Key Points Act, 1980 (Act No. 102 of 1980) within the parameters of the power station. The Consultant proposal for achieving this will be submitted to the Employer for review within 14 days of the starting Date and the Employer will respond within 14 days of receipt.
- The National Keys Point requirements will not be applicable to areas that fall outside the boundaries of the Duvha Power Station fence parameter. The Consultant will be responsible for security and access control for the Working areas. The access control must be a biometric type with capability to store all information, data retrievable, must be accessible and be able to indicate who is at the Working areas at any point in time.
- The Consultant will be responsible for keeping unauthorised persons out of the Working Areas. Authorised persons will be limited to the Consultant personnel, the Employer's personnel, Others and any other personnel notified to the Consultant by (or on behalf of the Employer), as authorised personnel. In addition, the Contractor will fully acquaint himself and strictly comply with all the Employer's security regulations particularly with regard to personnel, Plant, Material and the Consultant Equipment entering or leaving the Site.

Works Stoppages

The Consultant will conduct a safety work stoppage for every LTI and fatality. Work Stoppages may include critical and high risk activities, suspension of work or part of the works by Eskom inspectorate Team or Department of labour inspectors. Suspension or withdrawal may be as a result of closure of Site/working area due to an accident/incident and non-compliance to procedure, legislative change and requirements. Activities may commence if the area is declared and certified safe for people to work. The Consultant shall have at least one work stoppage per quarter (every three months) for incident lessoned learn, risk analyses, review and incident reviews.

Electronic devise usage

Cell phone usage will be in accordance with Eskom procedure 36-583. No cellphone or any other electronic devices will be used whilst conducting critical work, and high risks activities unless otherwise authorized by the Employer. Such communication devise exclude two-way radios and devises used for the works.

Respecting the Working areas

In order to provide a safe working environment and to respect all persons on the Site, the following are strictly forbidden:

- Spitting
- Urination (other than in designated toilets)
- Defecation (other than in designated toilets)
- Sexual Activities

The Employer will be entitled to immediately remove, or instruct the Consultant to immediately remove, any person for whom the Consultant is responsible for who is in violation of the above, in accordance with applicable Consultant conditions and/or other rules and regulations.

Restrictions to access on Site, roads, walkways and barricades

- Pedestrian crossings are marked on the power station roads and should be used.
- Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- Barricades are provided where there are open trenches and around the sumps and manholes.
- The contractor shall occupy only such ground as is necessary to carry out the works.
- All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

Plant Safety Regulations

- The Employer, on request from the Consultant, isolates required plant from all sources of danger as described in the Plant Safety Regulations.
- The Employer's Agent, on request, makes available a copy of the latest revision of the Plant Safety Regulations available to the Consultant.
- The Consultant conforms to all rules and regulations applicable to Plant Safety and completes the Workman's Register prior to working on the plant.
- At every permit change the Consultant ensures he withdraws himself/herself/his staff for that period of permit suspension/revocation and thereafter only proceed with the Works after signing onto the new permit.
- The Consultant ensures that he/she/all sub-consultants/personnel/staff/his visitors are medically, physically and psychologically fit to enter the Duvha Power Station and specifically any confined space.
- The Consultant is prohibited from entering Radiation Areas.
- The onus is on the Consultant to ensure that the correct confined space requirements and tests have been done/met by the Employer prior to entry into any confined space or hazardous plant areas.
- The Consultant ensures that all personnel including himself is competent to carry out the works. Proof of competency for technical and safety aspects must be available as and when required on site.

3.13.2 People restrictions, hours of work, conduct and records

The Consultant personnel to work the same working hours as Eskom personnel which are: Mondays to Thursday's 7:00 – 16:15, and Fridays 07:00 – 12:00 and the lunch break is 12:00 – 12:30.

The labour is supplied for 173 hours per month. The Contractor must ensure availability of personnel for standby and call outs when required during the weekends and or after normal working hours.

It is very important that the Contractor keeps records of his people working including those of his Subcontractors. The Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

3.14 Cooperating with and obtaining acceptance of Others

The Consultant to ensure that the work be performed in accordance to the latest national as well as international regulations, standards, procedures and/or policies. This includes but is not limited to the following:

Legal requirements in terms of the relevant acts:

- National Water Act (Act 36 of 1998)
- Environment Conservation Act (Act 73 of 1989)
- Minerals Act (Act 50 of 1991)
- Atmospheric Pollution Prevention Act (Act 45 of 1965)
- Occupational Health and Safety Act (Act 85 of 1993)
- Health Act (Act 63 of 1977)
- Hazardous Substances Act (Act 15 of 1973)

Statutory Design Standards:

- SANS 1200 Standardised Specification for Civil Engineering Construction

Statutory Safety Regulations:

- Occupational Health and Safety Act, Act 85 of 1993

Corporate Standards and Regulations:

- SAS 0012: Duvha Power Station Consultants safety manual
- GGS0462: Quality requirements for engineering and construction works.
- RMP0001: Risk and Impact Assessment – Duvha Power Station.

Corporate Policies and Procedures:

- SAS 0012 - Duvha Power Station Contractors safety manual
- QM58 - Supply Contract Quality Requirements Specification
- ENVP 0016 - Procedure for environmental handling of waste including redundant and obsolete equipment.
- RMP0001 - Risk and Impact Assessment – Duvha Power Station

3.15 Things provided by the Employer

Site services and facilities

a) Potable Water Supply

- Potable water is available at the existing points.

b) Electrical Power Supply

- Power is available at the existing points.
- The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.

- Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
- Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
- The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
- The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
- All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.

c) Toilet Facilities

- The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility should the existing facilities not be within reasonable distance from the working area.

d) Catering Facilities

- The Contractor are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS).
- The Contractor may buy take away meals from the fast foods outlet on Site.

e) Medical Facilities

- The Contractor provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
- Outside the Employer's office hours, the Employer's First Aid Services are only available for serious injuries and life threatening situations.
- The Employer recovers the costs incurred, in the use of the above Employer's facilities, from the Contractor

3.16 Cataloguing requirements by the Consultant

Consultant must reference the requirements for cataloguing as per (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4 List of drawings

4.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
057/ 6777		LOW LEVEL RESERVOIR
057/ 6782		HIGH LEVEL RESERVOIR
057/ 48853		ASH DISPOSAL FACILITY
057/ 29912		Station Drain layout system
057/ 6122		General layout
057/ 15314		General layout