



NEC3 Professional Services Contract (PSC3)

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

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

**for Land Surveying Professional Services for
Construction Activities at Kusile Power Station
Project**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i>	[•]
C1.3	Securities proforma	[•]

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:

Land Surveying Professional Services for Construction Activities at Kusile Power Station Project

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

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT**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.

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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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		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.	To be advised
	Fax No.	N/A
11.2(9)	The <i>services</i> are	Land Surveying Professional Services for Construction Activities at Kusile Power Station Project
11.2(10)	The following matters will be included in the Risk Register	None
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

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

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13.6 The *period for retention* is **5 years following Completion or earlier termination.**

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>	
		1	Copies of the latest established control networks plans on request by the consultant	Contract Award
		2	Co-ordinates and levels of the benchmarks and station beacons	Contract Award
		3	Working at heights and working in confined spaces training	Establishment
		4	A working space with necessary power connection points	Establishment

3 Time

31.2	The <i>starting date</i> is.	01 February 2023		
11.2(3)	The <i>completion date</i> for the whole of the services is.	31 January 2025		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Mobilization of staff	On the start date of contract
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	24 hours of receiving a Service request		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	24 hours		

4 Quality

40.2	The quality policy statement and quality plan are provided within	<ul style="list-style-type: none"> • quality policy prior contract award • quality plan to be provided within 30 days after contract award 	
42.2	The <i>defects date</i> is	Not applicable	

5 Payment

50.1	The <i>assessment interval</i> is	The 25th day of each successive month	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		None	None
51.1	The period within which payments are made is	30 Days after receipt of a valid invoice	

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51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	<p>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,</p> <p>and</p> <p>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</p>
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 of the contract
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 <i>expenses</i> at intervals no longer than	four weeks
50.4	The <i>exchange rates</i> are those published in	Not applicable

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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 advised		
	Tel No.	To be advised		
	Fax No.	To be advised		
	e-mail	To be advised		
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	Johannesburg South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	<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 			

12 Data for secondary Option clauses**X1 Price adjustment for inflation**

X1.1	The <i>base date</i> for indices is	One month prior to the tender closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.85	STATSA P0141	CPI Headline
		0.15	non-adjustable	
		1		
	Refer to pricing schedule 5.1.3 CPA Formulae			

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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"}

X2	Changes in the law	
X2.1	The law of the project is	Republic of South Africa
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:	TBC
	Address	Kusile Power Station Project
		Eskom Holdings SOC Limited
	The authority of the <i>Employer's Agent</i> is	
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.
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.

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- 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:

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- 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

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employees,

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

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

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

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

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

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

Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

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

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Two Million Rands (R 2 000 000.00)	36 months following the completion of the services
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure	<u>Loss of or damage to property:</u> The replacement cost where not covered by the	Limited to Contract Value

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to take action by the <i>Consultant</i>	<i>Employer's insurance</i> The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Limited to Contract Value

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to

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the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT

- Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the Employer at the Employer's expense, and conducted in line with South African legislation.

Z15**Supplier Development, Localisation, and Industrialisation (SDL&I)**

- Z15.1 A guarantee from an Eskom approved issuer equivalent to 2.5% of the total of the Prices of the Services is submitted by the Consultant as security for the fulfilment of its supplier development, localisation, and industrialisation (SDL&I) obligations.

This 2.5% guarantee amount will be weighted as follows among the SDL&I targets:

- Skills development: 100%

If the Consultant has, at Completion of the whole of the Services, fulfilled its SDL&I obligations, the amount retained for the entire contract duration is reimbursed.

If, however, the Consultant has not met, to any greater or lesser extent, its SDL&I obligations, the Consultant forfeits the full 100% portion of the guarantee amount applicable to the SDL&I targets.

- Z15.2 The *Consultant* submits an SDL&I implementation plan within 21 days after the Contract Date, which is used as a reference document for monitoring, measuring and reporting on the *Consultant* progress in delivering on their stated SDL&I commitments.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]

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	

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

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT

11.2(10)	The following matters will be included in the Risk Register		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3 4	access date
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

PART 2: PRICING DATA
PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	
C2.2	<i>Staff rates and expenses</i>	

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G:

Identified and defined terms	11	
	11.2	<p>(17) The Price for Services Provided to Date is, for each Task, the total of</p> <ul style="list-style-type: none"> the Time Charge for the work which has been completed on time based items on the Task Schedule and A proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item. <p>(20) The Prices are</p> <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and The lump sum price in the Task Schedule for each other item. <p>(21) A Task is work within the services which the Employer may instruct the Consultant to carry out within a stated period of time.</p> <p>(22) Task Completion is when the Consultant has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the Employer or Others from using the services and Others from doing their work.</p> <p>(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.</p> <p>(24) A Task Order is the Employer's instruction to carry out a Task.</p> <p>(25) The Task Schedule is the task schedule unless later changed in accordance with this contract.</p>

From the core clauses:

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

and

Assessing the amount due	50.3	<p>The amount due is</p> <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
--------------------------	------	---

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT**Assessing Tasks 55.1**

A Task Order includes

- a detailed description of the work in the Task,
- a priced list of items of work in the Task in which items taken from the Task Schedule are identified,
- the starting and completion dates for the Task,
- the amount of delay damages for late completion of the Task and
- the total of the Prices for the Task.

The Employer consults the Consultant about the contents of a Task Order before he issues it.

The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task.

The Prices for items in the Task price list which are not taken from the Task Schedule are assessed in the same way as compensation events.

The Consultant does not start any work included in the Task until he has received the Task Order and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the Completion Date.

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 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 of the PSC3 Guidance Notes.

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 *staff rates*.

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

**LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION
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C2.2 Staff rates and expenses

Refer to Pricing Schedule

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

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1 DESCRIPTION OF THE SERVICES

1.1 Executive overview

Professional services of a minimum of two (2) Survey *Consultant* Teams which comprises of one (1) Senior Survey Supervisor, one (1) Intermediate Surveyor and two (2) Assistant Surveyors is required at Kusile Power Station per team for the purposes of spatial integrity, progress assessment and quantity determination during the construction phase the Power Station.

In particular, the network development, expansion, and monitoring maintenance of the reference control beacon system on which all site measurements for all contractors are based. This is a critical service since the accuracy of all measurements at site (from foundation layouts and imbeds to equipment positioning) depends on these control beacons as an additional scope to general surveys.

The accuracy deemed by Alstom and Hitachi is $\pm 2\text{mm}$. This resulted in the setting up of a complex system of beacons with an accuracy of below 2mm utilizing very high precision equipment. Each beacon has to be checked and compared with each other in a statistical model. The associated beacons require a constant check to verify contractors' queries as well as monitoring services from the survey consultant in order to ensure the accuracy of measurement and continuation of the Kusile Project construction.

The Survey Consultant shall be available on request of the Project Engineering Manager as and when required to perform survey work.

A survey team is expected to:

- Provide Engineering support by performing on-site surveying for engineering assurance, engineering design, compilation of Quantity Surveyor progress reports and material volume reports for payment of Contractors.
- Always have a lead/senior survey supervisor on standby in the event one of the lead surveyors is absent due to unforeseen circumstances.
- Perform its responsibilities in line with the KET working calendar.
- Adhere to all rules and regulations prescribed by the Employer and the KET Management which will be made clear during safety induction.

1.2 Interpretation and terminology

1.2.1 Definitions:

The following definitions are used in this Scope:

Definition	Description
Consultant	The appointed person to perform the Works as set out in this document.
Employer	Eskom, or Eskom Kusile Power Station or representative
Engineer	A registered Professional Engineer or a registered Professional Engineering Technologist specialising in and having experience in the design for all works specified in this document.

1.2.2 Abbreviations:

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
LDE	Lead Discipline Engineer
KKS	Kraftwerk-Kennzeichen System (Coding system)
CAD	Computer Aided Design
DGN	Design file

ECSA	Engineering Council of South Africa
EDWL	Engineering Design Work Lead
KET	Kusile Execution Team
PDF	portable document format
SAGC	South African Geomatics Council
VDSS	Vendor Document Submittal Schedule
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals

1.3 Roles and Responsibilities

The following sections may contain specific functions within each of the following roles and responsibilities related to the execution of the works.

The Consultant: Performs professional construction related activities

The Employer: Provides the Eskom Standards and Procedures for the design, construction and commissioning of the plant.

Lead Discipline Engineer: The role of the Lead Discipline Engineering role is to manage the technical integrity of the design and be accountable for the management of the interfaces within their specific engineering domain

Professional Surveying Team: Provides Kusile Power Station Project with professional surveying services for the defined scope in line with SAGC guild lines. The services are to be provided to the Eskom Kusile Power Station Engineering representative.

Consultant's Survey Supervisor: Plans, organizes and manages the surveying activities in order for the required services to be delivered efficiently and cost-effectively.

Kusile Construction Team: Supervises construction activities performed by the Consultant

Kusile Quality Team: Ensure that the Employer's requirements as described or specified in Construction Contracts are KET in full and verified as such to Employer satisfaction

2 SPECIFICATION AND DESCRIPTION OF THE SERVICES

2.1 DESCRIPTION OF WORKS/ WORKS INFORMATION

The Survey team will be required to perform and report on the following:

- a) Topographical surveys
- b) Verification surveys on Contractor's survey work
- c) Design verification surveys for Project Engineering
- d) Volumetric verification surveys for costing and payment purposes
- e) The extension and maintaining of the survey control network
- f) Survey data processing for establishing as-built conditions
- g) Maintaining standardized survey processes and systems
- h) Routine monitoring of the following:
 - Demin Water Tanks,
 - Diesel Generator Building,
 - Water Treatment Lab and

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT

- Dam Water Levels.

Existing historic electronic information will be provided to the Survey Consultant at tender award, which shall be reviewed and used as a bases for further works where relevant

Typical as and when required requests from the various departments will be as follows, but not limited to:

- a. Balance of Plant Mechanical – Measure water levels at dams all over site on a weekly basis to assist with water management and control.
- b. Eskom Engineering – Wide variety of requests including as-built verifications, verifications on new designs and drawings as well as clashes where engineering integration is required.
- c. Projects Execution Team – Wide variety of requests including surveys to support construction progress reports and surveys to support Kusile Site Services.
- d. Kusile Quality Team – Construction progress and survey reports.
- e. Kusile Quantity Surveyors – Volumetric surveys reports
- f. Monitoring and reporting on settlement of at-risk works

Survey work will be executed once a Survey Request form comprising of a list of Tasks to be performed is completed by the requester and approved by the LDE or the Project Engineering Manager. The *Employer* will issue a *Consultant* as and when required with an agreed Task Order consisting but not limited to the following:

- Task Schedule with detailed description of the work in the Task
- Price list of items in the Task Schedule
- Starting and completion dates for the Tasks
- Total of the Prices for the Tasks.

On completion of the Task, the Consultant prepares and submit a detailed survey report.

2.1.2 DESCRIPTION OF WORKS

The scope of work activities for the survey consultant is as follows:

- ❖ Preparation of survey plans, topographic and detail surveys
- ❖ Checking of co-ordinates and levels of the benchmarks
- ❖ As built survey of service and utilities that is electrical, mechanical, structures, pavements and roads.

The scope of work for the survey consultant embraces the preparation of survey plans, topographic or detail and as constructed surveys and specifically the requirements and methodology for surveyors in adding to and maintaining coherent, consistent and accurate survey data over the entire site.

2.1.3 THE DETAIL DESCRIPTION OF THE WORKS

2.1.3.1 The Works

Scope of work shall include all work associated with performing construction control beacons network survey including the setting out of new additional beacons. It will consist of network data collation, iterative calculation; generate results, interpretation of results as well as recommendations.

All high precision survey work shall be completed in conformance to normal professional mapping and surveying standards.

2.1.3.2 Deliverables

The following deliverables are required:

Control beacons measured data.

Control beacons calculations spread sheet

Results interpretation and professional report

Additional control beacons installation and verification

Production of topographical data

As and when required and requested to do field survey checks/verification of contractors works e.g., anchor bolts.

Liaise with the onsite survey crew through KET representatives

Skills and knowledge transfer

Exercise due diligence surveys to resolve survey conflicts

2.2 METHODOLOGY

2.2.1 Survey Control Network

The employer shall make available copies of the latest established control networks plans on request by the consultant. The co-ordinates and levels of the benchmarks and station beacons depicted in the plans must be checked for the effects of subsidence and/or disturbance.

2.2.1.1 Vertical Control

Where any unacceptable discrepancies in control marks due to land settlement, disturbances or other factors are apparent, a discrepancy report will be prepared by the surveyor and referred to Kusile Project Field Manager for resolution prior to setting out of any works or prior to any as constructed or detail surveys are performed.

2.2.1.2 Horizontal Control

The horizontal control for each project shall be based on the existing survey stations.

The surveyor may place additional survey stations if required and with prior approval from the site construction managers and include them in their job reporting on completion.

The surveyor shall establish (and confirm existing horizontal controls) reliable horizontal controls. When unacceptable discrepancies in control marks are apparent, this will be referred to Kusile Project Field Manager for resolution prior to setting out of any works or prior to any as constructed or detail surveys are performed.

2.2.1.3 As-constructed Surveys

All as constructed drawings shall be surveyed in 3 co-ordinates: Easting, Northing and Elevation. As constructed survey providing a description, horizontal and vertical locations of the following services and features shall be obtained in accordance with the following requirements:

2.2.2 SERVICES AND UTILITIES

The surveyor shall assist the Project Field Engineer to identify, locate and confirm correctness of the following services:

1. Electrical and Mechanical services
2. Electrical cables, both high voltage and low voltage
3. Earth stakes
4. Telecommunications cables
5. Data cables Fibre optic cables
6. Communications cables
7. Hydraulic Services
8. Water main drains
9. Sewer pipes and sumps
10. Storm water pipes
11. Irrigation and sprinkler lines

2.2.2.1 Other services

1. Reclaimed water pipes
2. Dedicated fire water pipes
3. Compressed air
4. Portable water lines

When necessary, the surveyor shall number the pipes and keep an accurate record of the services type, construction, size and filling at each location. Surveying should then be carried out at the earliest opportunity.

2.2.2.2 Existing Services

Where the surveyor's work exposes or interacts with existing services, the surveyor shall locate and record the details of all such features and services and submit as built data.

Surface and Above Ground Features

Survey information about the surface and above ground features shall be obtained in situ immediately after each part of the work is complete.

Structures above ground but not limited to:

- (a) Buildings, concrete slabs and buildings detail
- (b) Fences and gates
- (c) Pits, manholes and inspection points
- (d) Headwalls and drainage structures
- (f) Services markers
- (g) Roads and general signage

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Pavements and new road works, including:

- (a) Finished pavement surfaces (pavement layers and excavations as and when required by the Project Filed Engineer).
- (b) Roads, kerbing (including back of kerb, water table invert and edge of bitumen).
- (c) Side drains, embankment, and open drains.
- (d) Site perimeter fence.
- (e) Contractor's laydown areas.

2.3 SURVEY CONSULTANT SUPPORT REQUIREMENTS

- The Consultant provides as and when required, for the duration of the contract a full time SAGC Registered Surveyor.
- The Consultant mobilize a complete team with the same credentials on request within twenty-four hours, to ensure availability of the complete surveyor functions (in case of sick leave, leave, emergency, etc).
- The Consultant's Survey Supervisor plans, organizes and manages the surveying activities for the required services to be delivered efficiently and cost-effectively.
- The Consultant provides as a minimum, but not limited, the survey equipment as indicated below. All survey equipment must have a valid calibration certificate and shall be provided to the Employer.
- The Consultant's Survey Supervisor must be able to perform survey works at heights and in confined spaces when necessary. The Consultant's Survey Supervisor will be required to attend working at heights and working in confined spaces training which will be arranged by the Employer.
- The Consultant's Survey team must produce medical certificates indicating "fit for work" at tender award state and on an annually bases thereafter.
- The Consultant's Survey team must attend ad hoc project meetings and training.
- At end of Contract, the Consultant shall provide all survey data records to the Employer on an external hard drive. All information generated during execution, remains the property of the Employer.

2.2.3 EQUIPMENT REQUIREMENTS

The Consultant is required to mobilise fully equipped surveying teams with suitable equipment which will be able to perform their surveying duties as per Employer's Scope and requirements for the duration of the Contract. The Consultant shall as a minimum requirement utilise but not limited, the following equipment:

- Prism less Total Stations Full Time (accuracy of 1mm or less)
- Electronic Level (System Reading to 4 decimal places)
- RTK GPS Base and Rover
- Model Maker 15 or later.

3 CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES**3.1 EMPLOYER REQUIREMENTS**

- The Employer requires the service of the Consultant as and when required:
- The Employer may request more than one survey team but not more than 2 teams on a Task Order

LAND SURVEYING PROFESSIONAL SERVICES FOR CONSTRUCTION ACTIVITIES AT KUSILE POWER STATION PROJECT

- Mobilise professional and suitably skilled teams fully equipped with suitable and calibrated equipment to perform the work.
- Adopt and comply with the Kusile safety/safety plan, health/health plan, environmental/environmental plan & quality/quality plan.
- Adopt and comply with the Kusile emergency preparedness procedure.
- Adopt and comply with the Kusile security access control and operating plan and/or procedure.
- The Employer requires that the works is performed within budget and agreed time schedule.

Please refer to “SECTION 4 - the Employer’s Policies and Procedures”, for further and/or other detailed Kusile Project related Employer requirements.

3.2 Cost Management

The Consultant shall manage all costs applicable to the works in conjunction with the Employer’s inputs.

All changes or issues resulting in changes to the prices or replacement value of the various outputs managed by the Consultant shall be discussed and agreed upon with the Employer prior to being implemented.

3.3 Risk Management

- The Consultant ensures that all risks are managed to enable the successful execution of the works.
- Any risk that occurs during any phase of the works shall be brought to the Employer’s attention in writing immediately. A risk register shall be kept for the duration of the works.

The Employer reserves the rights to perform quality audits at any time during the execution of the works.

3.4 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Technical progress and feedback	Weekly – Date & Time to be agreed by both parties	To be agreed by both parties	<i>Employer’s representative/ Consultant</i>
Finance and invoicing meetings	Every two weeks – Date & Time to be agreed by both parties	To be agreed by both parties	<i>Employer’s representative/ Consultant</i>
Overall contract progress and feedback	Monthly – Date & Time to be agreed by both parties	To be agreed by both parties	<i>Employer’s Agents/ Employer’s Representative/ Consultant</i>

Meetings of a specialist nature may be convened as 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 or to the Employer’s representative 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

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instructions under the contract as these shall be done separately by the person identified in the conditions of contract or the Employer's representative to carry out such actions or instructions.

3.5 Consultant's key persons

The senior survey consultant is required to have the following minimum requirements:

- Professional Engineering Surveyor with minimum 4 years Engineering surveying experience
- Professional Registration with SAGC as Professional Engineering Surveyor.

The *Consultant* is to provide an organogram showing his people and their lines of authority/communication.

In the event the organogram changes,

The *Consultant* informs the Employer of the change as per the prescribed period of reply; and Furnish the Employer with a revised organogram prior to Consultant implementing the changes.

3.6 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.

3.7 Documentation control and retention

Refer to the Kusile Engineering Land Surveying Professional Services Scope – 240-137101041 for more details.

All project documents are submitted to the Employer in accordance with Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). The Consultant is required to submit documents as electronic and hard copies and both copies must be delivered to the designated Employer's Representative with a transmittal note.

3.7.1 Identification and communication

- All contractual letters must have a unique reference number
- The referencing of reports to be agreed upon between the *Consultant* and the Employer's representative

3.7.1.1 Drawings

The creation, issuing and control of all Engineering Drawings is in accordance to the latest revision of 240-86973501 (Engineering Drawing Standards – Common Requirements) supplied as part of the enquiry documents.

All drawings are issued to the Employer in both native CADD format (.dwg/.dgn) and PDF format as per 240-86973501 (Engineering Drawing Standards – Common Requirements).

3.7.1.2 Drawing Submittal

All documents and records management are performed according to Project/Plant Specific Documents and Records Procedure. Any uncertainty regarding this is clarified with the *Employer*. The *Consultant* complies with all minimum document metadata as specified in Technical Documentation Classification and Designation Standard (240-54179170).

Submitted drawings and information shall conform to the requirements as directed by the Kusile Project Field Engineer. The following units of measurement shall be adopted:

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- Linear measurements shall be in meters.
- Vertical measurements shall be in meters.

3.7.1.3 Electronic copies

- One copy of digital data in 2D CAD DGN format (edited drawing for plotting) Including any surface triangulation supplied in 3D.
- One copy of digital data in 3D CAD DGN format (3rd points and line work).
- One comma delimited file (*.csv) of survey pick up in point, Easting, Northing, RL, Filed Code Format.
- One copy of CAD or final plot in PDF format.
- All CAD externally referenced files will be submitted separately and also combined where possible. Include any Cad plot files, and shape files *SHX files used.

3.7.2 Retention of documents

- The Consultant ensures that the Technical Documents and Records Management Work Instruction (240-76992014) are used for any documentation requirements.
- All documents to be stored in their native format.
- The Consultant is required to retain all copies of drawings, specifications, reports, and other documents which record the services (e.g., survey/measurements data, calculations, results etc.) in electronic and hard copies format for the period for retention as stated in the Contract Data.

3.8 Records and forecasting of the Time Charge and expenses

The *Consultant* prepares forecasts of the total Time Charge and expenses for the whole of the services and submits them to the Employer.

Forecasts are prepared at the intervals stated in the Contract Data from the starting date until Completion of the whole of the services.

3.9 Invoicing and payment

The Consultant shall address the tax invoice to

Eskom Holdings SOC Limited
PO Box 1091
Johannesburg
2001

VAT Reg No. 4740101508;

and include on it the following information:

- a) Name and address of the Consultant and the Employer's Agent;
- b) The contract number and title;
- c) Consultant's VAT registration number;
- d) The Employer's VAT registration number 4740101508;
- e) Description of the services provided for each item invoiced based on the Price List;
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- g) The invoice must also include the purchase order number
- h) The invoice must have a date, which must not be after the invoicing date
- i) The invoice must read as Tax Invoice

The electronic invoices can be sent to: InvoicesgrpcapitalKCT@eskom.co.za

3.10 Contract change management

The Consultant refers to Part one – Data provided by the Employer, Z Clause 7, 'for additional information, regarding Notifying compensation events.'

Standardised forms for Notifications and other Communication are provided and / or agreed with the Project Manager.

Each Change / compensation event has a unique number and has the date of submission on it and is submitted to the Project Manager for assessment.

The above also include sequence numbering, headings as well as subject matter etc.

3.11 Quality management

3.11.1 System requirements

The following requirements shall be met for the entire duration of the contract. The standard 240-105658000, "Supplier Quality Management Specification (QM58)" shall be complied with.

NB: QM 58 is based on the latest ISO 9001 standard, i.e. ISO 9001:2015

- The Consultant shall complete and sign Form A (Enquiry/Contract/Quality Requirements for QM 58 and ISO 9001).
- The Consultant shall comply with all relevant Eskom governance documents (codes and standards).
Note: specific requirements per tender will be selected using the List of Tender returnable document (240-12248652)

3.11.2 Information in the quality plan

- The Consultant shall submit a quality method statement based on ISO 9001 and specific to the scope of work, or a document that have defined the QMS and its scope. The method statement should address all the Consultant's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
- The Consultant shall submit a signed quality policy.
- The Consultant shall submit a copy of quality objectives.
- The Consultant shall submit documented information for Control of Externally Provided Processes, Products and Services.

The Consultant shall submit a copy of the documented information for roles, responsibilities and authorities.

The Consultant shall provide all information, material and records required to comply with the Employer Quality Management Plan and such further information, material and records as may be requested by the Employer from time to time.

3.12 The Parties use of material provided by the Consultant

3.12.1 Employer's purpose for the material

The Employer has the right to use the material provided by the Consultant for the purpose stated in the Scope.

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

The Consultant may use material provided by him under this contract for other work unless stated otherwise in the Scope.

3.12.3 Transfer of rights if Option X9 applies

The *Employer* owns the *Consultant's* rights over material prepared for this Contract by the *Consultant*.

All assessments, analysis, reports created by the Consultant for the Works belongs to the Employer.

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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.

3.13 Health and safety

Occupational safety, health and hygiene requirements – as per Contract and contractor OHS Management 32-726 requirements:

- Annexure B
- OHS plan / OHS manual
- Baseline OHS risk assessment
- H&S management costing
- Proof of OHS competency
- Valid letter of good standing or equivalent
- OHS policy (must be signed)

3.14 Procurement

3.14.1 SD L & I

The minister has in terms of section 23(2) of the CIDB Act, 38 of 2000, determined the following dates on which the awarding of a construction works contracts become subject to an assessment of compliance with the following standards as identified by the CIDB:

- Standard for Indirect Targeting for Enterprise Development as per regulation 22A
- Standard for Developing Skills through Infrastructure Contracts as per regulation 22B

This tender meets requirements of the standard for developing skills through infrastructure contracts, for professional service contract, viz.

- Minimum Tender Value and
- Minimum Project Duration

The Consultant shall submit a guarantee from an approved issuer equivalent to 2.5% of the total of the Prices of the Services as security for the fulfilment of its supplier development, localisation, and industrialisation (SDL&I) obligations.

The *Consultant* complies with and fulfils the Consultant's obligations in respect of the Supplier Development, Localisation & Industrialisation in accordance with and as provided for in the Consultant's SDL & I Strategy stated in the Additional conditions (Z15) of contract above.

3.14.1.1 SD L & I Undertaking

- *Consultant* shall source and train three Skills Development candidates per year for two years from the local area of operations, which is Nkangala District Municipality and Kungwini Local Municipality. The entry level for candidates should be completing two/three years of theoretical studies towards a National Diploma/Degree in Land Surveying, and the skills type is Experiential Learning Land Surveying with an outcome of obtaining a National Diploma/Degree in Land Surveying.
- *CIDB Skills Development will apply at*
- *0.25% of the Contract Value - The contractor shall determine the contract skills participation goals expressed in Rands which shall not be less than the contract amount multiplied by 0.25 percentage factor*
- *Consultant* is required to indicate the expected number of jobs to be created because of the award of this tender.
- The scope is expected to be executed through 100% South African resources.

The *Consultant* shall keep accurate records and provide *The Employer* with reports on the *Consultant's* actual delivery against the above stated SDL & I criteria. The *Consultant* shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template and their Supplier Development Plan on their performance with the SDL&I obligations described above.

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Eskom shall review the SDL&I reports submitted by the *Consultants* within 14 (fourteen) days of receipt of the reports and notify the *Consultants* in writing if their SDL&I obligations have not been met. Upon notification by Eskom that the *Consultants* have not met their SDL&I obligations, the *Consultants* shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

The *Consultant's* failure to comply with his SDL& obligations constitutes substantial failure on the part of the *Consultant* to comply with his obligations under this contract.

Refer to Annexure J for detailed SDL&I Undertaking

3.15 Working on the Employer's property suffice

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

- The *Consultant* shall comply to the *Employer's* entry and security control, permits, and site regulations
- All employees working on the *Employer's* premises must complete induction before work can start.
- Personal Protective Equipment (PPE) must be worn at all-times except in the PPE free zones.
- All employees must comply to The Employer Life Saving Rules:
 - Open, isolate, test, earth, bond and/or insulate before touch.
 - Hook up on heights
 - Buckle Up
 - Permit to work
 - Be sober.

3.15.2 People restrictions, hours of work, conduct and records

- The *Consultant* shall keep records of his people working on the Employer's property, including those of his Sub-consultants. The Employer's Agent shall have access to these records at any time. These records may be needed when assessing compensation events.

3.16 Working with the Employer and Others

The Consultant co-operates with Others in obtaining and providing information which they need in connection with the services.

Where necessary to provide the Services, the Consultant holds or attend meetings with Others. The Consultant informs the Employer of these meetings beforehand, and the Employer may attend them.

3.17 Things provided by the Employer

- The *Employer* shall provide workspace for the *Consultant's* use during performance of the *services* at any of the *Employer* offices.
- The Employer will be providing the following facilities to the Consultant:
 1. Access to Site
 2. Workspace
 3. Electricity

4 List of drawings

4.1 Drawings issued by the Employer

Not applicable