



**NEC3 Professional Services Contract
(PSC3)**

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

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

for Civil Structures Professional Services

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

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	
C1.3	Securities proforma	

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of: **Civil Structures Professional Services at 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:

Name & signature of witness _____
(Insert name and address of organisation)

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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>X20: Key Performance Indicators</p> <p>Z: <i>Additional conditions of contract</i></p>
	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 0843
	Fax No.	
11.2(9)	The <i>services</i> are	Civil Structures Professional Services at Duvha Power Station
11.2(10)	The following matters will be included in the Risk Register	
11.2(11)	The Scope is in	Part 3: Scope of Work

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

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	After Contract Award
		2	After Contract Award
		3	After Contract Award

3 Time

31.2	The <i>starting date</i> is.	01 January 2024	
11.2(3)	The <i>completion date</i> for the whole of the services is.	31 December 2028	
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	Not Applicable

5 Payment

50.1	The <i>assessment interval</i> is	between the 25th day of each successive 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 <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 <i>mutatis mutandis</i> 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
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	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 appointed when dispute 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	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 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
X5	Sectional Completion	

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:	section	description	completion date
		1		
		2		
		3		
X7	Delay damages			
X7.1	Delay damages for late Completion of the whole of the <i>services</i> 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:	Vusi CHirwa		
	Address	Duvha Power Station P.O Box 2199 eMalahleni, 1035		
	The authority of the <i>Employer's Agent</i> is	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	Not applicable		
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Not applicable		
Z	The <i>Additional conditions of contract</i> are			
	Z1 to Z11 always apply.			

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 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 <i>Consultant</i> 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 <i>Consultant</i> , 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.

Annexure B: Insurance provided by the *Employer*

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

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

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

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

2. For ECC3 there are three main “formats” of cover and deductible structure; Format A, Format B and Format Dx.

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 84.2. In terms of clause 84.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.

4. When the Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure C: The *Employer*’s Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

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 <i>services</i> 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: Either complete here or cross refer to a schedule in Part C2.2	name/designation	rate
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	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
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

1. 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)).

2. 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.

3. 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*.

4. 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.

5. 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.

6. 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>				
1.1.	Initial and progressive Safety and Induction Requirements	mths	60		
1.3.	<u>Other P&G's:</u> (Please specify)				
1.3.1		Sum	1		
2	<u>Professional Services</u>				
2.1.	<u>Ad-hoc Services: (on request by client)</u>				
2.1.1	Risk Assessments on civil plant	No	25		
2.1.2	Presentations and reports on work performed as required by the <i>Employer</i> .	No	20		
2.1.3	Provide Quantity Surveying services	hrs	85		
2.1.4	Provides project engineering and quality control services	hrs	335		
2.1.5	Conduct Ultrasonic testing for Concrete structures (per structure)	No.	50		
2.1.6	Conduct Ultrasonic testing for steel structures (per structure)	No.	70		
2.1.7	Conduct GPR scanning for reinforcement Concrete survey	No.	50		
2.1.8	Seismic Assessment for structures (per structure)	No.	17		
2.1.9	Shape Survey for cooling towers (1 – 6)	No.	6		
2.1.10	Shape Survey for Smokestack 1 and 2	No.	2		
2.1.11	Shape Survey for Coal Staithes 1 and 2	No.	2		
2.1.12	Shape Survey Dust Silos	No.	3		
2.1.13	Shape Survey Lime Silos	No.	5		
2.2.	<u>Yearly services:</u>				
2.2.1	Buildings; Assessment as per section 5.1 of scope of work	No.	5		
2.2.2	Civil Structures; Assessment as per scope of work				
2.2.2.1	Boiler house structures	No	5		
2.2.2.2	Turbine house structures	No	5		
2.2.2.3	Coal Staithe 1 and 2	No	5		
2.2.2.4	Conveyor structures	No	5		
2.2.2.5	Auxiliary bays	No	5		
2.2.2.6	Ash silos 4 - 5	No	5		
2.2.2.7	Flue ducts	No	5		
2.2.2.8	Boiler bottom ash sumps	No	5		
2.2.2.9	CW Pump houses 1 - 2	No	5		
2.2.2.10	Water treatment plant	No	5		
2.2.2.11	Cooling tower 1 – 6	No	5		

2.2.2.12	Lime silos 1 - 6	No	5		
2.2.2.13	Chimneys 1 - 2	No	5		
2.2.2.14	Precipitators & bag filter plant (unit 1 to 6)	No	5		
Total Carry Forward					
Item	Personnel Description	Unit	Qty	Rate	Amount
2.3.	Design Services:				
2.3.1.	Civil and Structural Engineering Services:				
	Category A	hrs	450		
	Category B	hrs	650		
	Category C	hrs	1200		
	Category D	hrs	1400		
2.3.2.	Architectural Services:				
	<input type="checkbox"/> Snr Architect	hrs	50		
	<input type="checkbox"/> Architect	hrs	120		
	<input type="checkbox"/> Technician	hrs	180		
2.3.3.	Other Engineering Services:				
	<input type="checkbox"/> Draughtsman	hrs	1000		
2.4	Travelling	km	100 000		
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	Snr Architect	
6	Architect	
7	Technician	
8	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
	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

1. Description of the *services*

See attached scope

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

2.1. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Duvha PS/MS Teams	<i>Employer’s Agent</i> and <i>Consultant</i>
Overall contract progress and feedback	Monthly on 20 th at 10:30 to 11:30	Duvha PS/MS Teams	<i>Employer’s Agent</i> and <i>Consultant</i>
Emergency meeting	As and when there is an emergency	Duvha PS/MS Teams	<i>Employer’s Agent</i> and <i>Consultant</i>

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

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

2.2. Consultant’s key persons

The *Consultant* provides personnel that are knowledgeable in the design, risks, operation, maintenance, support and retirement of the Civil Plant as described above.

No	Name	Designation	Contact details
1			
2			
3			
4			
5			
6			

2.3. 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.

2.4. Documentation control and retention

2.4.1. 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.

2.4.2. 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

2.4.3. 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@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.

2.5. Quality management

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

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

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

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

Quality Control Plan

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

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

- QCP unique number.
- Revision number.

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

Test Reports

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

Procedures

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

2.6. The Parties use of material provided by the Consultant

2.6.1. 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.

2.6.2. 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 cell phone 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
- 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.

2.6.3. 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.

2.6.4. Management of work done by Task Order

- The contract Manager issues a Task Order to the Consultant which clearly specifies 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

2.7. 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 Successful Tenderer will have to comply with the station's safety requirements, as such a Safety File will have to be compiled and presented to Eskom for approval/acceptance.

It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. Life-saving Rules apply to all Eskom employees, agents, consultants, contractors and to any person entering Eskom sites.

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 Employer's premises and work at training for all employees who will be working on elevated areas.
- Confined space training for all employees who will be working on areas identified as confined space.
- 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 consultant's scope

2.8. Procurement

2.8.1. BBBEE and pre-ferencing scheme

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

2.8.2. Limitations on subcontracting

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

2.8.3. Attendance on Sub-consultants

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

2.8.4. 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.

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

2.9.1. Working Areas

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

2.9.2. Site Services and Facilities

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

2.9.3. 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.

2.9.4. Toilet Facilities

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

2.9.5. Medical Facilities

- The Consultant provides a First Aid service to his employees and sub-consultants. 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.

2.9.6. Accommodation

The Employer provides no accommodation.

2.9.7. 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.

2.9.8. 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.

2.9.9. 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.

2.9.10. Electronic devise usage

Cell phone usage will be in accordance with Eskom procedure 36-583. No cell phone 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.

2.9.11. 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.

2.9.12. 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.

2.9.13. 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.

2.9.14. 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.

2.9.15. 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:

3. List of drawings

3.1. Drawings issued by the Employer

All available drawings will be provided to the successful tenderer