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C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

The Igesi integration project entails the establishment of a new transmission substation and the reconfiguration of the associated Distribution network such that load and current embedded generation be shifted from the existing Makalu Substation to the proposed Igesi substation.

During the development of the project, it was discovered that a portion (approximately 1 km) of the Igesi loop-in/out was routed over an undermined area. This was confirmed by Seriti Resources. The services of a rock engineer are required so that a detailed geotechnical investigation can be undertaken in order to establish the integrity of the ground at the tower positions in the undermined area.

The Igesi integration project is located in Sasolburg.

Tower Number	X Easting (m)	Y Northing (m)	Centerline Z Elevation (m)
IGE/MAK 010	89999.024	-2967513.497	1436.740
IGE/MAK 011	90188.055	-2967677.570	1443.281
IGE/MAK 012	90409.810	-2967870.046	1446.537
IGE/MAK 013	90603.239	-2968075.431	1449.708
LE/IGE 044	90040.906	-2967477.022	1435.921
LE/IGE 043	90215.337	-2967628.734	1442.463
LE/IGE 042	90451.882	-2967834.469	1445.695
LE/IGE 041	90673.367	-2967912.120	1445.030

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

1.2 Interpretation and terminology

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land	

2 Specification and description of the services

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

2.1 Stage 1 Preparation

N/A

2.2 Stage 2 Concept

N/A

2.3 Stage 3: Design development

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

2.4 Stage 4: Production information

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

2.5 Stage 5: Manufacture, Installation and Construction Information:

N/A

2.6 Stage 6: Post Practical Completion

N/A

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

3.1 Management meetings

The Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

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	Weekly on _____ at _____	Via MS Teams or on Site/Eskom as required	[•]
Overall contract progress and feedback	Weekly on Mondays at 10 AM	Via MS Teams or on Site/Eskom as required	<i>Employer's Agent Consultant</i>

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

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

3.2 Consultant's key persons

Refer to LES 1787 - Igesi Makalu: Scope of Works for Specialised Geotechnical Assessment of Undermined Land

3.3 Provision of bonds and guarantees

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

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

3.4 Documentation control and retention

3.4.1 Identification and communication

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that 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. State any particular routing requirements but note from PSC3 who issues what to whom.

3.4.2 Retention of documents

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Scope. State here what that form is. Note the time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

3.5 Records and forecasting of expenses

First read clause 21.3 (Option A) and 21.4 (Option C E and G) and then state here any additional requirements you may need for the record keeping and forecasting of expenses. Otherwise delete.

3.6 Records and forecasting of the Time Charge

If Option C E or G applies first read clause 21.4 then state here any additional requirements you may need for the record keeping and forecasting of the Time Charge. Otherwise delete and delete in any case if Option A applies.

3.7 Invoicing and payment

Clause 50.2 states invoices submitted by the *Consultant* include the details stated in the Scope to show how the amount due has been assessed. Also state what must be shown on the Invoice. The following text is suggested.

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

[List them]

The *Consultant* shall address the tax invoice to _____ 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)

[Add procedures for invoice submission and payment (e. g. electronic payment instructions)]

3.8 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

3.9 Inclusions in the programme

First read clause 31.2 and then include here any matters regarding the order and timing of the work of the *Employer* and Others which the *Consultant* is take account of in his programme. Also describe any information other than that already requested in clause 31.2 which the *Consultant* is to show on each programme he submits for acceptance.

3.10 Quality management

3.10.1 System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. Include your requirements here. The *Employer* may issue an NCR for nonconformances.

3.10.2 Information in the quality plan

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. Include your requirements here

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

3.11.1 *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. State here what your intended purpose is.

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

Read clause 70.4 first and if you want to restrict the *Consultant's* use of material provided by him for this contract on other work state these here.

3.11.3 Transfer of rights if Option X 9 applies

Only use this heading if Option X9 is included in the *conditions of contract*.

Read the first sentence of Option X9 and then state whether there is any exception to the ownership rights as may have been agreed with the *Consultant* prior to contract award. For example, ownership of some of the material may not be required or is excluded, or the ownership may be the subject of a separate licence agreement. If there are no exceptions, state there is no exception.

If other rights - per the second sentence of X9.1 - are required state these here.

The third sentence of X9.1 requires that the *Consultant* provide to the *Employer* the documents which transfer these rights to the *Employer*. It would be sensible to specify here exactly what documents the *Employer* is expecting the *Consultant* to provide, and may be even in what form they are to be provided.

State any other constraints on the *Consultant* relating to the transfer of rights. For example that 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.

3.12 Management of work done by Task Order

Only use this heading if main Option G applies to this contract.

Please read Option G before drafting requirements here as much of the procedure for the use of Task Orders is already provided in Option G. For example clause 55.1 specifies what a Task Order should include.

Information included here could be:

- That Task Orders will be prepared in the format stated in an Annexure attached to the Scope
- What the basis or formula will be for calculation of delay damages for a Task Order (if required).
- How expenses for a Task will be assessed and managed.
- (etc)

3.13 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. A draft for this section could start as follows:

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

[If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state,

The *Consultant* shall comply with the health and safety requirements contained in
Life Saving-Rules - 240-62196227

Annexure C 2: OHS Tender Evaluation Template - 240-43921898
Occupational Health and Safety Baseline risk assessment - 240-70044602
Annexure B: Eskom Acknowledgement Form for OHS legal and other requirements - 240-77471499
Pre-Task Planning for Construction of Powerlines, Substations and Refurbishment - 240-144640136
Health and Safety Specification – 240 – 166910358
Eskom's Safety, Health, Environment and Quality (SHEQ) Policy Poster (32-727) Rev 6
Working at Height Standard - 32-418

3.14 Procurement

3.14.1 BBBEE and preferencing scheme

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

3.14.2 Other constraints

Access to the mine under the servitude will have to be arranged with Seriti Resources. The Eskom PM should always be informed when the consultant requires access to the servitude and to the mine.

3.14.3 Preferred subconsultants

PSC3 does not make use of nominated subconsultants but the *Employer* may list which subconsultants or suppliers the *Consultant* is required to enter into subcontracts with. This is usually only required where very specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

3.14.4 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Consultant* is to prepare subcontract documentation, whether use of the NEC3 system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

3.14.5 Limitations on subcontracting

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

3.14.6 Attendance on Subconsultants

State requirements for attendance on Subconsultants, if any

3.15 Correction of Defects

First read clause 41.2 and if any particular additional constraints are required when correcting Defects, state them here. Otherwise delete this heading.

3.16 Working on the *Employer's* property

The Eskom PM must be informed whenever the consultant

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

All site access requests should be done via the Project Manager.

3.16.2 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 Subconsultants. The *Employer's Agent* shall have access to these records at any time.

3.17 Cooperating with and obtaining acceptance of Others

The *Consultant* will work closely with the *Employer's* appointed EAP and Eskom Transmission Line Engineering Services to verify the proposed tower positions for the power lines.

3.18 Things provided by the *Employer*

Access to the servitude, proposed tower positions and Transmission PLCM

3.19 Cataloguing requirements by the *Consultant*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Consultant* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4 List of drawings

4.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
N/A		