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C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

The *Employer* requires the provision of an Approved Professional Person (APP) for Ingula Pumped Storage Scheme (PSS) (Kwa-Zulu Natal) and the Small Hydro Power Stations (Eastern Cape), which are category II & Category III dams for a period of six (6) years. The Scope applies to the following dams:

- Ingula PSS:
 - Bedford Dam (Category 3)
 - Bramhoek Dam (Category 3)
 - Farm Dam (Category 1)
- Small Hydros:
 - Ncora Holding Dam (Category 2)
 - First Falls Dam (Category 2)
 - Second Falls Dam (Category 2), and
 - Mbashe Dam (Category 2)

The Scope entails dam inspections & evaluations, design work, continuous monitoring, reporting, and liaising with the Dam Safety Office (DSO) and close-out and sign-offs of various findings across the Ingula and Small Hydro dams. The Department of Water and Sanitation – Dam Safety Office (DWS-DSO) has authority, in terms of Chapter 12 of the Water Act and dams safety regulations (Regulations R.139) to authorise an APP for specific tasks, in the categories of design, operation & quality control or evaluation based on their experience in particular task the APP has applied for and the category rating of the dam.

1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
APP	Approved Professional Person
DSO	Dam Safety Office of the Department of Water Affairs
DWS	Department of Water and Sanitation
ECSA	Engineering Council of South Africa
FS	Free State
Gx	Generation
KZN	KwaZulu-Natal
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
PSS	Pumped Storage Scheme
SACPCMP	South African Council for Project and Construction Management Professionals
SHEQ	Safety Health Environmental and Quality

2 Specification and description of the services

2.1 Details of Peaking Business Unit Dams

2.1.1 Ingula Pumped Storage Scheme dams

Ingula PSS is an *Employer*-owned peaking power plant which is located on the border of KwaZulu-Natal (KZN) and Free State (FS). Ingula has three (3) dams, two of which are for power generation; with the bottom dam (Bramhoek) in KZN and the top dam (Bedford) in FS. The PSS uses water from these dams to generate electricity during peak hours. Both dams are owned and operated by the *Employer*, and registered with DWS as category III dams. Refer to Figure 1, Locality plan of Ingula, for the site locality of the Category III dams.

One additional dam at Ingula is the Ingula farm dam, which is not part of power generation but is used as a primary source of potable water. This dam is also situated on the KZN part of the station (bottom site). Table 1, Details of the Ingula Dams, below, provides more information on the three mentioned dams.

Table 1: Details of the Ingula Dams

Name	Type of the Dam	DWS Ref. Number	Category	Date of Last Inspection	Nearest Town
Bedford Dam	Concrete Face Embankment Dam	C801/60	III	2021	Van Reenen
Bramhoek Dam	Roller Compact Concrete Gravity Dam	V102/03	III	2021	Ladysmith
Farm dam	Earth dam	V102/07	I	2012	Ladysmith

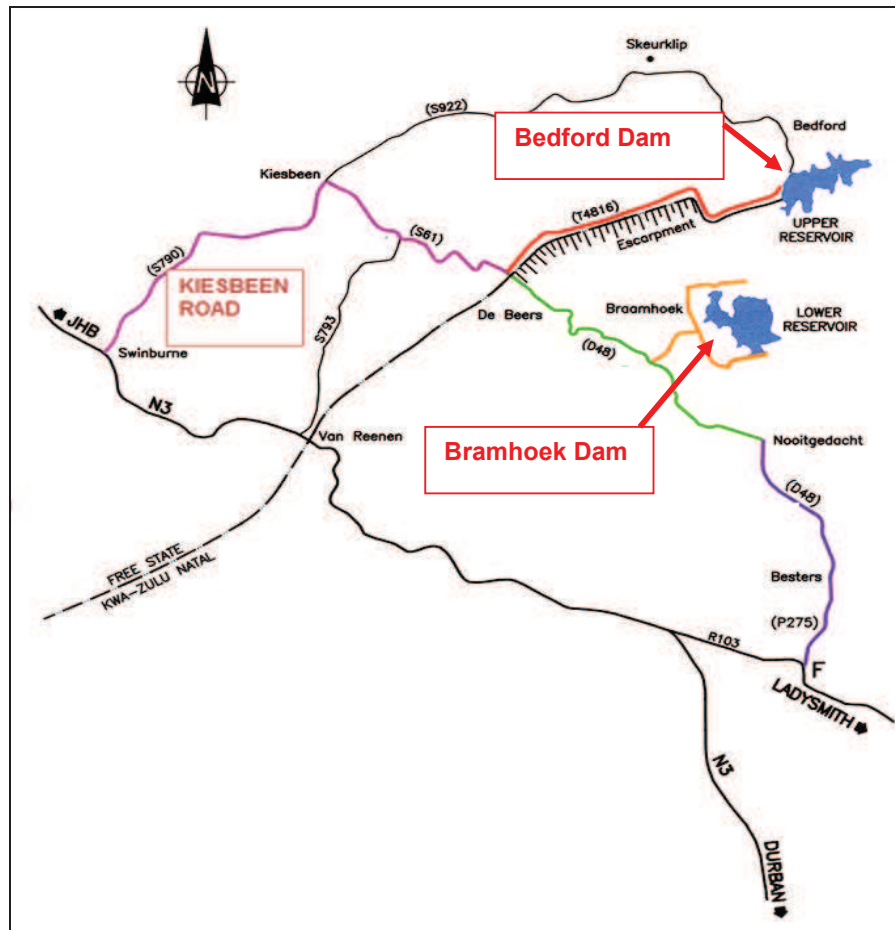


Figure 1: Locality plan of Ingula

2.1.2 Small Hydros Dams

The small hydro dams are *Employer-owned* hydro stations that are located in the Eastern Cape. 1st falls and the 2nd falls dams are on the Umtata River, where 2nd falls is on the downstream of the 1st falls, with both dams downstream of the Umtata dam. Ncora hydro holding dam receives water from the main Ncora dam through the canals, and Mbashe dam is on the downstream of Ncora along the Mbashe River.

1st falls and 2nd falls are not operational due to previous flooding incidents at the stations and vandalism by the local communities. Mbashe is also not operational due to siltation of the dam and other plant issues. Ncora is the only hydro station that is operational out of all these stations. The small hydros station dams are only accessible by 4x4s due to bad road conditions; the *Consultant* should consider this when Pricing for this contract.

Refer to Figure 2, Locality Map of the Small Hydros Dams, for the site locality of the Small Hydro dams.

Table 2: Details of the Small Hydros Dams

Name	Type of the Dam	DWS Ref. Number	Category	Date of Last Inspection	Nearest Town
1 st Falls Dam	Concrete Gravity	T201/07	II	2021	Mthatha
2 nd Falls Dam	Concrete Gravity	T201/08	II	2021	Mthatha
Mbashe/ Colleywobbles dam	Concrete Gravity	T104/04	II	2021	Elliotdale
Ncora Hydro Holding Dam	Earthfill embankment, plastic lined and protected by layer of reinforced screed	S500/22	II	2021	Cala/ Cofimvaba

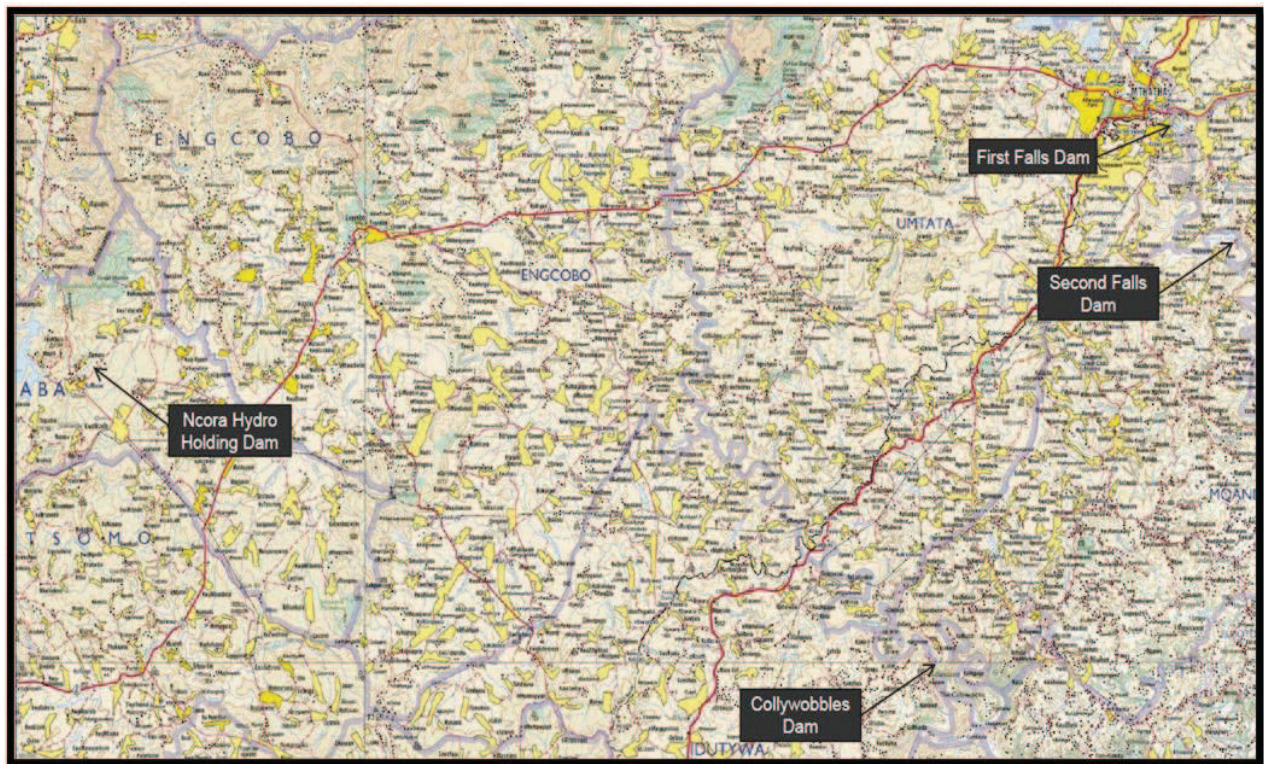


Figure 2: Locality Map of the Small Hydros Dams

2.2 Scope of Services

This document will outline the requirements in terms of the Scope of *services* by the *Employer*, to be executed by the APP in conducting the dam safety inspections. The Scope of *services* will include, but is not limited to the following:

I. Desktop studies

- The *Consultant* conducts a desk study review of all known literature, existing geotechnical information, and regional information available and associated foundation soils in the area, as well as all previous submissions made.

II. Provision of the APP Services

- The *Consultant* provides an APP assisted by the appropriate professional team for the safety evaluation of each dam in accordance with Government Regulations for seven (7) dams at the *Employer* for a period of six (6) years.
- The *Consultant* conducts the dam safety inspections, evaluations, as well as design of components, as and when required to close the findings previously raised or raised during their term.
- Assessment of the monitoring results and identification of issues arising from operation and maintenance.
- Site inspection of each dam, structures, hydraulic equipment and monitoring equipment.

III. Project Engineering Services

- Conduct the design of components that may be required for implementation to close APP findings or similar.

2.2.1 Description of Services

The *Employer* intends to appoint an experienced APP as the Dam Owner for a period of six (6) years with his professional team that will be responsible for the dam safety evaluations according to Regulations 35 and 36 of the Dam Safety Regulations (No 139 of 2012). The purpose of this evaluation will be to identify any potential shortcomings in the condition of the dam, operating and maintenance procedures, emergency preparedness plan and assessment of monitoring results that might endanger human lives or damage property.

For Category III Dams, the APP must be supported by a team of specialists, who also need to be approved by the Dam Safety Office (DSO).

The APP is required to conduct all activities as required by Chapter 12 of the National Water Act (No. 36 of 1998) on behalf of the dam owner to ensure compliance with the Act.

This will, as a minimum include but not limited to the following:

1. Conducting periodic site visits (biannually per site) for visual inspections of the existing dams as stated above (unless otherwise needed in emergency circumstances) and report on the findings.
2. Provides adequate resources, including the provision of equipment for the required Scope.
3. All findings are recorded within a report, and all risks and deficiencies identified are accompanied by the appropriate remedial works to make good, as well as a design (where required) and Scope of *services* for the execution of remedial works.
4. Review and provide information for updating of operations and maintenance manuals (as needed, as well as develop these manuals if required).
5. Provide responses to queries and mitigations for areas of concern on the existing dams (where needed).
6. Engage the DSO and other relevant authorities on behalf of the *Employer* for the dams as stated above.
7. Provide feedback on engagement with the DSO and other relevant authorities.
8. Assist in the production of the necessary close-out documentation for the dams.
9. Provide the necessary sign-offs as required for the close-out of the documentation and report findings for the dams.

10. Provide design *services* for any and all design work required at the dams. This will be as determined by the *Employer's Agent*. All design work done by the APP entails the submission of all design information, design calculations, etc., to the *Employer's Agent* for review and acceptance prior to payment of such task.
11. The *Consultant* notes that the *Employer* shall use the *Consultant's* design for any purpose in relation to the Scope of *services* at the *Employer's* installations.
12. At the start of the Contract Date, the APP prepares a detailed initial assessment report for the dams based on the site inspection and the reviewed existing information (designs and operation documentation), which includes the status of all associated operational and safety risks with relevant mitigation actions and required timelines for action, in order to ensure the safety of the dams.
13. The *Consultant* conducts both the Lidar survey and Bathymetric surveys for all seven (7) dams (including their stilling basins where applicable) to create a baseline.
14. The APP role will be required for a period of 72 months (six (6) years).

During the compilation of the dam safety Evaluation Report, the following issues must be addressed and noted in detail for the dams:

- a. Obtain all relevant approvals from the DWS Dam Safety Office.
- b. Re-evaluation and confirmation of the geology and foundation conditions of all the dams.
- c. Re-evaluation and analysis of the flood hydrology in terms of the catchment size and conditions.
- d. Re-evaluation of the flood spillways and present discharge capacity determination of the dams.
- e. Re-evaluation of the outlet works system (including the spillways capacities) for all the dams and report the findings.
- f. Re-evaluation and analysis of the present stability of all the dams.
- g. Re-evaluation of the ancillaries and mechanical equipment of the dams.
- h. Re-evaluation of erosion protection on the dams and do the designs where applicable.
- i. Re-evaluation of the existing Emergency Preparedness Plans for all the dams and update or develop one where applicable.
- j. Review the dam safety monitoring instrument records against the O&M manuals for the dams.
- k. Assessment of instrument reading and monitoring results and identification of any safety or performance issues.
- l. Re-evaluation of the hazard potential status of the dams in terms of current downstream development and infrastructure.
- m. Review of water release records against the Water Use License (where applicable).
- n. General condition assessment and identification of issues arising from operation and maintenance.

2.2.2 Reporting

The *Consultant* reports as follows, following the dam safety evaluations:

- Prepare a draft dam safety report with recommendations and an action plan.
- Submit draft report to the Employer.
- Submit draft report to DWS.
- Review of the report by the Dam Safety Office
- Finalise Report
- Submit the final report, inclusive of the Implementation Plan

The *Consultant* submits an inspection report following each site visit to cover:

- General report on the inspection with photographic evidence

- Assessment and condition of the dams, structures, hydraulic equipment and monitoring equipment
- *Consultant* compliance with the requirements of the O&M Manual
- Review of dam safety monitoring results
- Identification of issues arising from Operation and Maintenance
- Identification of actions required by the Dam Owner

2.3 Project Engineering

The *Consultant* offers project engineering *services* for the execution of any Scope of *services* on the dams. These *services* includes design work, quality control, quality assurance, factory acceptance testing, site acceptance testing and necessary approvals during the implementation of the *services*. For all the design work, the *Consultant* notes that it will be conducted in accordance with the *Employer's* Design Review Procedure 240-53113685. Where the *Consultant* does the design for a new system or modifies the existing plant, he submits the drawings in both dgn and native pdf format to the *Employer* for review and acceptance. For modification of the existing plant, the *Consultant* updates the drawings to reflect the as-built status. The drawings are as per 240-86973501 Gx Engineering Drawing Standard.

2.4 Training

The *Consultant* is required to train staff on the *services* as shown below, and includes training on the inspection and evaluations of dams. Training will include, but is not limited to, the following:

- Dam break analysis
- Dam inspections
- Dam safety evaluations & stability analysis
- Any other design *services* the *Consultant* may be doing for the *Employer*.

The *Consultant* includes relevant equipment for the training of the *Employer's* staff.

The *Consultant* provides detailed proposals setting out the key aspects of training which will be provided for the *Employer's* personnel on site, including the proposed training programmes.

The *Consultant* to Price for training for two of the *Employer's* staff but the *Employer* reserves the right to reduce this to one of the *Employer's* staff.

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

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction meeting	As and when required	MS Teams	<i>Employer's Agent, Consultant, and Others as required</i>
Compensation events	As and when required	MS Teams	<i>Employer's Agent, Consultant, and Others as required</i>
Overall contract progress and feedback	Monthly	MS Teams	<i>Employer's Agent, Consultant, and Others as required</i>
Kick-off Meeting	After contract award	TBC	<i>Employer's Agent, Consultant, and Others as required</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 are submitted to the *Employer's Agent* by the person convening the meeting within five (5) working days of the meeting.

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

3.2 Consultant's key persons

The *Consultant* is to provide an organogram showing their people and their lines of authority/communication. The *Consultant* does not have the right to replace a key person at the *Consultant's* will and can only replace the person if the replacement is acceptable to the *Employer*. Proof of qualifications for persons conducting the Scope of *services* to be provided to the *Employer* before commencement of any *services*, e.g. Engineer's qualification, professional registration, etc., and so applies to the rest of the professional team.

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 *Consultant* will have professional indemnity insurance for their *services*.

3.4 Documentation control and retention

3.4.1 Identification and communication

a) Contractual Documentation

All contractual communication is addressed in writing to the *Employer's Agent* on a letterhead of the *Consultant's* company. Letters are typed, signed by the *Consultant* and delivered by emailed in pdf format to the *Employer's Agent*.

b) Reports

All reports are compiled in Word format, in English, and submitted to the *Employer's Agent* and Others as per the communication matrix electronically in pdf format. Signed hard copies (original) of inspection reports are submitted to the Main Documentation Centre after finalisation for purposes of record keeping.

3.4.2 Retention of documents

The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services*. 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

The Consultant keeps accounts and records of his expenses and allows the Employer to inspect them at any time within working hours. Accounts and records 52.1 Option A: Priced contract with activity schedule

3.6 Invoicing and payment

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)
- 1) Within one (1) week of receiving a *Payment Certificate* from the *Employer's Agent* in terms of core clause 51.1, the *Consultant* submits a tax invoice to the *Employer*, showing the amount due for payment equal to that stated in the *Employer's Agent's* Payment Certificate.
 - 2) The *Employer's Agent* should be copied on all electronic invoices emailed.
 - 3) Failure to submit the invoice to the correct address could result in payment delays.
 - 4) The *Consultant's* Tax Invoices comply with the requirements as stated in clause Z7 of the Contract Data
 - 5) Invoices are submitted electronically to:
 - Local Eskom Invoices - invoiceseskomlocal@eskom.co.za
 - Foreign Eskom Invoices - invoiceseskomforeign@eskom.co.za
 - 6) The following details are required when submitting invoices and additional data:
 - a) The subject line of your email should only contain your vendor number.
 - b) Each PDF invoice should be named with your invoice number only.
 - c) All electronic invoices are sent in PDF format only.
 - d) Attach the proof of delivery to your invoice.
 - e) Where applicable, supporting documents are attached to the scanned PDF invoice as one attachment.
 - f) A copy of the signed assessment certificate
 - g) Cost Price Adjustment (CPA) calculation sheet
 - h) Retention Certificate, which is a retention invoice.
 - i) Any other appropriate documents, e.g.
 - i. For shipping invoices, please ensure the following documents are attached.
 - ii. Invoice (this should only reflect the shipping cost)
 - iii. Commercial invoice
 - iv. Delivery note

- v. Your shipping costs calculation is relevant to that invoice – not a generic calculation
(The amount of the shipping costs calculation has to balance on the amount on the invoice.)
 - vi. Forwarding agent's invoice
 - vii. The customs document.
- j) Please do not attach unnecessary documents, as this will make the file too large.

7) Other requirements:

- a) For foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective Document Management centres even though the invoices have been submitted electronically.
- b) Ensure compliance with the tax requirements for submitting invoices electronically.
- c) Each PDF should contain one credit note, one debit note, or one credit note only. More than one invoice can be submitted per email.
- d) Any CPA applicable is invoiced separately, allowing the rest of the invoices to be paid while CPA issues are resolved.

8) Include the following information on the Invoice:

- 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) The total amount invoiced, excluding VAT, the VAT and the invoiced amount including VAT
- f) *Consultant's* company registration number, if applicable
- g) *Consultant's* banking details
- h) Name and address of the recipient
- i) Tax invoice number and date of issue
- j) Description of goods/services provided
- k) Quantity or volume of goods/services
- l) Period time for which the Tax Invoice is being rendered
- m) Relevant Task Order Number (commencing with a 45 prefix)
- n) Relevant line-item number
- o) State whether the value-added tax is included or excluded

3.7 Contract change management

Design work will be dependent on the outcome of the reports and will be as and when required.

3.8 Inclusions in the programme

Besides what is required under clause 31.2 the *Consultant* provide the following:

- 1) The programme is prepared using:
Microsoft Project (.mpp format) and must be submitted in native editable format and PDF.
- 2) The *Consultant* submits the baseline programme within five (5) working days of the Contract award date for acceptance.

3.9 Quality management

3.9.1 System requirements

Quality management for the *services* is under Eskom Supplier Quality Management Specification 240-105658000 (QM-58).

3.9.2 Quality Assurance Requirements

- a) The *Consultant* complies version of the ISO 9001:2015 Quality Management System requirements.
- b) The *Consultant* defines the level of QA or inspection imposed on his subconsultant s and suppliers.
- c) The *Consultant* prepares and submits quality check sheets as well as the Quality Control Plan. Quality acceptance criteria are included in these procedures.
- d) All technical design and implementation documentation and QCPs are submitted to the *Employer* for acceptance (14) days before the commencement of any *services* or inspections, allowing the *Employer* the opportunity to provide the necessary intervention points if required.
- e) The *Consultant* is made aware of the requirement that all documents or designs submitted for review to the *Employer's Agent* for acceptance require a process of review.
- f) The *Consultant* documents all inspections as part of the quality assurance and control procedures. These documents are handed to the *Employer* as records.
- g) Submission of all quality requirements, to comply with section 3.7.1, Post Contract Award as stipulated in the Supplier Quality Management: Specification 240-105658000 to the *Employer* for acceptance at least thirty (30) days before the execution of the project.
- h) On Completion of the project, the *Consultant* hands in all data books (Packs) before the Completion Certificate is issued.
- i) Where the *Consultant* maintains an official Quality Management System, details of the level of the *Consultant's* self-certification procedures are adopted concerning supplied materials and be accepted by the *Employer's Agent*, before the commencement of *services*.
- j) Where no certified Quality Management System exists, the *Consultant* plans all quality management procedures, carry out all quality control testing as required and make available records of such testing for the *Employer's Agent* acceptance.
- k) The *Consultant* will submit full details of the proposed quality management system and procedures for acceptance by the *Employer's Agent*, who will have full access to all records, site trials and tests.

- l) The *Consultant* shall ensure that monitoring and measuring equipment are calibrated and verified to confirm serviceability before usage, and records of such will be kept on-site.

3.9.3 Information in the quality plan

The Quality Plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution, where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

The *Consultant* is therefore required to ensure QCPs meet the following requirements as a minimum:

- a) The *Consultant* defines the level of QC or inspection imposed on his subconsultant's and suppliers.
- b) The QCPs are to have provisions for signatures indicating Completion by the *Consultant* and acceptance by the *Employer* at the end of each activity.
- c) The *Consultant* has the necessary equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
- d) The *Consultant* ensures that a complete Quality Control Plan (QCP) aligned with the Method Statement, and program for executing the *services*, is submitted to the *Employer's Agent* and *Client's* representative for review and acceptance before the *services* can commence.
- e) The programming of inspections, hold, and witness points is agreed between the *Employer's Agent* and the *Consultant* before undertaking any of the *services*.
- f) During reviews of the QCP, the *Employer's Agent* provides the necessary intervention points, if required.

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

3.10.1 Employer's purpose for the material

The rights over drawings, documents, designs and the like prepared by the *Consultant* shall vest in the *Employer*. The Z Intellectual Property clause substantiates the *Employer's* entitlement to use any documents for the purposes stated in the Scope. In addition, all the *services* which include the designs, drawings, bill of quantities and Scope of *services* produced on this contract will be the property of the *Employer*. The *Employer* intends to use the detailed design provided by the *Consultant* with a bill of quantities for all components required to construct the new system.

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

The *Consultant* may not use material produced under this contract for any other *services*.

3.10.3 Transfer of rights if Option X 9 applies

The *Consultant* to transfer rights over drawings, documents, designs and the like to the *Employer* after Completion of the *services*.

3.11 Management of work done by Task Order

Task orders will be issued according to the conditions of this contract.

3.12 Health and safety

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

1. The *Consultant* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file by the *Employer*. The *Employer* reserves the right to review the OHS Specification to address the Operational risks and the *Consultant* shall comply with the latest SHE Specification as amended at no cost for the duration of the contract.
2. The section 37(2) agreement, as stipulated under the OHS Act no 85 of 1993 must be signed by the *Consultant* and the *Employer's Agent*.
3. The *Consultant's* OHS professional must conduct internal audits at planned intervals for the duration of the contract to monitor compliance with the contractual health and safety requirements.
4. The *Employer's Agent* and Others conduct inspections at planned intervals for the duration of the contract to monitor compliance with the contractual health and safety and legal requirements.
5. The *Consultant* may be selected during internal and/or external Peaking Power Station audits to verify compliance with legal and contractual OHS requirements. The Contract Manager/Service Manager will communicate this at relevant time periods and the *Consultant* shall avail themselves for this audit.
6. In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.
7. The minimum requirements for the *Consultant* to gain access to Peaking Power Station include the but are not limited to:
 - a. Valid Medical fitness certificate
 - b. Police clearance from SAPS or an accredited supplier/service provider linked to SAPS AFIS system, not older than thirty (30) days.
 - c. Identification document (RSA ID or equivalent)
 - d. National Driver's Licence (applicable to drivers)
 - e. Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty.

8. Applicable risk-based personal protective equipment (PPE).
9. Valid letter of good standing always (COIDA or equivalent). Access to the site to Provide the services will be denied should the Letter of good standing not be valid.
10. The *Consultant/supplier* who is working alone and not eligible to register with the compensation fund, shall provide the *Employer* with the member benefit statement of the insurance cover, which includes life and disability cover to the minimum fund of R500 000. Note: Induction will only take place after the above documents have been submitted and accepted by the *Employer*.

3.12.1 Key Performance Indicators

Consultant /supplier Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance with the health and safety plan, Eskom OHS specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executed and/or within the area of responsibility.
3. *Consultant* must develop, implement, and monitor near miss reporting strategy/programme (reporting of near misses).
4. Comply with Planned Job Observation programmes.
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of shift that the incident took place.
8. All incident investigations shall be completed within 30 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the recommended time frames as per the audit report or action raised in SAP QIM.

11. Close Non-conformance as per the recommended time frames in SAP QIM.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspections.

3.12.2 Contract Completion and sign off.

On Completion of the project/contract, the *Employer's* team (led by the *Employer's Agent*) involved in the project together with the *Consultant* shall conduct the final meeting to identify the outstanding information/services prior to the contract close-out. Before the final invoice is paid/processed, the *Employer's Agent* shall ensure that the following requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective area and ensure good housekeeping where the *Consultant* was working.
- c. *Consultant* shall submit safety statistics and a safety file to the Eskom Safety Department for closeout and filing.
- d. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual services.

3.13 Procurement

The *Consultant* Provide the services, whether explicitly described or reasonably inferred from the Works Information, necessary for Completion.

During execution, the *Consultant* acts as a "builder" and/or "user of machinery" in terms of the Occupational Health and Safety Act (Act No. 85 of 1993) and its Construction Regulations. Prior to taking occupation of the Site or commencing any activity, the *Consultant* will obtain a Permit to Work from the *Employer's Agent* in accordance with the *Employer's* procedures.

The *Consultant* provides any temporary or expendable materials, barriers, or supports required to store and handle Plant and Materials on Site safely. The *Consultant* will ensure the safekeeping, protection, and security of all materials, equipment, and assets under its control until Completion.

3.13.1 BBBEE and preferencing scheme

- 1) The *Consultant* complies with and fulfils the *Consultant's* obligations in respect of the Broad-Based Black Economic Empowerment
- 2) The *Consultant*, as well as his subcontractors, provides valid B-BBEE certificates to the *Employer's Agent* when updates are required.

3.13.2 Other constraints

None

3.13.3 Preferred subconsultants

None

3.13.4 Subcontract documentation, and assessment of subcontract tenders

- 1) The *Consultant* prepares subcontract documentation in a manner consistent with:
 - a. The main contract and this Works Information.
 - b. The *Employer's* standards and expectations regarding quality, safety, compliance, and reporting.

- 2) The use of the NEC family of contracts (NEC3 ECS or NEC3 SC) for subcontracting is strongly recommended. If the *Consultant* proposes to use other forms of subcontract, this must be approved in writing by the *Employer's Agent* prior to the issue of subcontract documentation.

3.13.5 Limitations on subcontracting

The *Consultant* must not subcontract more than 30% of the total value of the Contract without prior written approval from the *Employer's Agent*.

3.13.6 Attendance on Subconsultants

- 1) Any subcontractor is required to work under the direct supervision of the *Consultant*.
- 2) The *Consultant's* organograms indicate the lines of authority and communication of all the *Consultant's* site employees, including subcontractors.

3.14 Working on the *Employer's* property

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

The *Consultant* shall comply with the security requirements for access to the *Employer's* site.

- 1) Access to the Power Station is strictly controlled by the *Employer's* security protocols and procedures. No personnel must be permitted onto the Site without prior security clearance and completion of the *Employer's* mandatory Site Induction.
- 2) The *Consultant* must ensure that all employees, subcontractors, and visitors undergo and complete the full Site Induction prior to commencing any work on the Site. Attendance records must be maintained and submitted upon request.
- 3) It remains the *Consultant's* responsibility to familiarise themselves with and fully comply with all current site rules, safety requirements, and access control protocols, including any updates or temporary changes issued by the *Employer* or Site Security.
- 4) A valid, approved Safety, Health and Environmental (SHE) File must be submitted and accepted by the *Employer's* Safety Representative before any work or site establishment commences.
- 5) The *Consultant* must obtain and maintain all necessary permits and authorisations required to carry out the *works*, including but not limited to Permits to Work, Hot Work Permits, and

Working at Heights Permits, where applicable. These permits must be available on-site at all times and presented during inspections.

- 6) Daily site entry and exit must be logged in accordance with the *Employer's* requirements.
- 7) The *Consultant* is required to appoint a competent Site *Employer's Agent* who is permanently present on Site during all construction activities. This person must be responsible for ensuring workforce compliance with Site safety, environmental and security protocols.
- 8) The *Consultant* will attend daily coordination meetings with the *Employer's Agent* prior to commencement of work for the day. During these meetings, work activities, access restrictions, interface coordination and safety considerations will be confirmed.
- 9) The *Employer* may revise site regulations and access procedures at any time in response to changing operational, environmental or security conditions. The *Consultant* is expected to cooperate fully with such changes without delay or claim.
- 10) No unauthorised photography, drone use, or public communication regarding the *works* must occur without the *Employer's* prior written approval.
- 11) All *Consultant* personnel must carry valid identification at all times while on Site. Access to restricted areas will only be granted to personnel with appropriate authorisation.
- 12) The *Employer* reserves the right to deny access or remove any person from the Site for non-compliance with Site regulations, safety requirements, or for conduct deemed inappropriate or unsafe.

3.14.2 People restrictions, hours of work, conduct and records

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

The *Employer's* site working hours are between 07:00 to 16:15 Monday to Thursday, and 07:00 to 12:00 on Fridays, no work on Weekends and public holidays.

3.15 Cooperating with and obtaining acceptance of Others

Not Applicable

3.16 Things provided by the *Employer*

The *Employer* will point out ablution facilities.

There are no other facilities provided by the *Employer*.

3.17 Cataloguing requirements by the *Consultant*

None

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.

All the available as-built drawings shall be shared with the *Consultant* in PDF format, the *Consultant* will, at his own cost, reproduce the hard copies to the size he wants.

Drawing number	Revision	Title
		Bedford dam O&M Manual
		Bramhoek dam O&M Manual
		Ncora dam drawings
		Colleywobbles dam drawings
		First falls dam drawings
		Second falls dam drawings