



NEC3 Professional Services Contract (PSC3)

Contract between Eskom Holdings SOC Ltd

(Reg No. 2002/015527/30)

and [Insert at award stage]

(Reg No. _____)

for Arnot's Existing Waste Site: Impact Assessment for the Closure and Rehabilitation of the site for period of 24 Months

Contents:	No of pages
Part C1 Agreements & Contract Data	2
Part C2 Pricing Data	30
Part C3 Scope of Work: The Scope	36

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]	5
C1.2a	Contract Data provided by the <i>Employer</i>	18
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	3
C1.3	Securities proforma	

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Arnot's Existing Waste Site: Impact Assessment for the Closure and Rehabilitation of the site

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 @ 15% 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.

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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).

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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.

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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.

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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
	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1 Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	

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

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa	
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg	
	Tel No.	To be advised	
	Fax No.	To be advised	
11.2(9)	The <i>services</i> are	IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE	
11.2(10)	The following matters will be included in the Risk Register	Matters identified as early warnings. Minutes of early warning meetings. Decision resulting from risk reduction meetings.	
11.2(11)	The Scope is in	Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	One week	
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	Full project team members as per task order
		2	Site The starting date
		3	Documentation The starting date

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

3	Time		
31.2	The <i>starting date</i> is.	01 August 2025 or as soon as the contract is signed by both parties	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	24 months from the contract start date.	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Task order start and end date	As per task order issued
		2 As per task order instruction deliverables	As per task order issued
		3 Task order start and end date	As per task order issued
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One week of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	1 week of the Contract Date.	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
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

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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>	

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

	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 <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is	[●].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[●]	[●]
		0.	[●]	[●]
		0.	[●]	[●]
		0.	[●]	[●]
		0.	[●]	[●]
		[●]	non-adjustable	
		1.00		

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

X2	Changes in the law	
X2.1	The law of the project is	South African Law.
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R1000 per day
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	To be advised
	Name:	Arnot Power Station
	Address	Private Bag X2 Rietkuil 1097
	The authority of the <i>Employer's Agent</i> is	To manage the contract
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 <i>services/task order</i>.
Z	The <i>Additional conditions of contract</i> are	

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

		Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Consultant</i> 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 <i>Consultant</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.	
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Consultant</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .	
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.	

<p>Z3.4</p>	<p>Failure by the <i>Consultant</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.</p>

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:

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p>Loss of or damage to property: The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p>Bodily injury to or death of a person: The amount required by the applicable law.</p>	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Commercial and business to determine [Delete this note after inserting]

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

INSURANCE TABLE B

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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

Nuclear Liability**Z13**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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

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

Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAlA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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.

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

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		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT
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PART 2: PRICING DATA

PSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>activity schedule</i>	4

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*;

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

- 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:

ID	Task Name/ Description	Duration (Days)	Rate	Amount
1	PRE-APPLICATION PHASE			
1.1	Inception (Kick-Meeting with Client to discuss scope and clarity project issues and process to be followed)			
1.2	Site visit and Assessment			
1.3	Prepare Public Participation Plan. Draft public Participation documents			
1.4	Submit a notice of intent to apply for Permit and pre- application meeting with provincial authority (Screening Process)			
1.5	Complying with Health and Safety Specifications (Including all required PPE, medicals and safety file)			
1.6	Conduct Specialists Studies			
1.6.1	Geotechnical investigation			
1.6.2	Wetland assessment			
1.6.3	Ecological assessment			
1.6.4	Geohydrological assessment			
1.6.5	Waste management assessment			
1.6.6	Avifaunal assessment			
1.6.7	Landfill Landscaping assessment			
1.6.8	Storm water Management and Design			
1.7	Prepare Draft Basics Assessment Report (Integration and Assessment)			
1.8	Submit Draft Basics Assessment Report to Client for review			
2	PUBLIC PARTICIPATION AND REVIEW OF DRAFT BASIC ASSESMENT REPORT			
2.1	Finalise Public Participation Documents and the Draft Basic Assessment Report			
2.2	Advertise on newspaper, put up site Notices, hold a public meeting and release the Draft BAR Report to the public and the Competent Authority			
3	APPLICATION PHASE			
3.1	Prepare Application forms			
3.2	Submit Application and associated documents			
3.3	Competent Authority reviews application, acknowledges receipt			

ARNOT'S EXISTING WASTE SITE: IMPACT ASSESSMENT FOR THE CLOSURE AND REHABILITATION OF THE SITE

4	SUBMISSION OF FINAL ASSEMENT REPORT			
4.1	Submit Final Basic Assessment report to the competent authority			
4.2	Notify Interested and Affected Parties			
TOTAL			R	

Part 3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	13
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

C3.1: Employer's scope

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Contents

Part 3: Scope of Work 6

C3.1: Employer's scope 7

1	Description of the <i>services</i>	9
1.1	Executive overview	9
1.2	Interpretation and terminology	9
2	Specification and description of the <i>services</i>	Error! Bookmark not defined.
2.1	Description of the services	11
2.2	DELIVERABLES	13
2.3	Procedure for submission and acceptance of consultant's rehabilitation Design	13
3	Constraints on how the <i>Consultant</i> Provides the Services.	14
3.1	Management meetings.....	14
3.2	<i>Consultant's key persons</i>	14
3.3	Provision of bonds and guarantees	14
3.4	Documentation control and retention	15
3.4.1	Identification and communication	15
3.4.2	Retention of documents	16
3.5	Records and forecasting of <i>expenses</i>	16
3.6	Invoicing and payment	16
3.7	Contract change management.....	17
3.8	Inclusions in the programme	17
3.9	Quality management	17
3.9.1	System requirements	17
3.9.2	Information in the quality plan	17
3.10	The Parties use of material provided by the <i>Consultant</i>	17
3.10.1	<i>Employer's</i> purpose for the material	17
3.10.2	Restrictions on the <i>Consultant's</i> use of the material for other work	17
3.10.3	Transfer of rights if Option X 9 applies	17
3.11	Management of work done by Task Order.....	18
3.12	Health and safety	18
3.13	Procurement.....	20
3.13.1	BBBEE and preferencing scheme	20
3.13.2	Other constraints	20
3.13.3	Preferred subconsultants	20
3.13.4	Subcontract documentation, and assessment of subcontract tenders	20
3.13.5	Limitations on subcontracting	20
3.13.6	Attendance on Subconsultants	20
3.14	Correction of Defects	21
3.15	Working on the <i>Employer's</i> property	21
3.15.1	<i>Employer's</i> entry and security control, permits, and site regulations	21
3.15.2	People restrictions, hours of work, conduct and records	21

3.16	Cooperating with and obtaining acceptance of Others	21
3.17	Things provided by the <i>Employer</i>	22
3.18	Cataloguing requirements by the <i>Consultant</i>	22
4	List of drawings	22
4.1	Drawings issued by the <i>Employer</i>	22



Description of the *services*

Executive overview

Arnot Power Station was issued with a Waste Disposal Site Permit (B33/2/210/40/P175) in terms of Section 20(1) of the Environment Conservation Act (Act 73 of 1989). The landfill has been in operation since 1995 and was used for disposing general, household and garden waste, generated from the Power Station and Rietkuil surrounding community. Currently the Rietkuil community is utilising the Steve Tshwete Local Municipality transfer site for disposal of household waste and the Power Station have a contract with ERI Logistics for waste management services. The site was never designed nor operated in accordance to the licence specifications thus resulting to non-compliance with the requirements of the license. The landfill site has since ceased operations and Arnot Power Station intends to close and rehabilitate this general waste landfill site by applying for a closure license.

The closure and the rehabilitation of the landfill will ensure that the final condition of the site is environmentally acceptable and that there will be no adverse long-term effects on the surrounding areas, water regime or the population in general. It is required that the landfill be closed and rehabilitated as a standard best practise per the National Environmental

Management Waste Act of 2009 (NEMWA, Act 59 of 2009).

Interpretation and terminology

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
CoE	Centre of Excellence
DFFE	Department of Forestry, Fisheries and the Environment
DHSWS	Department of Human Settlements, Water and Sanitation
EMPr	Environmental Management Programme
GTE	Group Technology Engineering
NEMA	National Environmental Management Act

NEMWA	National Environmental Management Act
N/A	Not Applicable
SACNASP	South African Council for Natural Scientific Professions
SHEQ	Safety, Health, Environment and Quality
VDSS	Vendor Document Submission Schedule

Description of the services

Eskom Arnot Power Station is located approximately 50km east of Middelburg in the Mpumalanga Province. The existing general waste disposal facility is located by the Rietkuil property of Eskom Holdings, closer to the ash dam as depicted on Figure 1 below.



Figure 1: Locality Plan showing Arnot Power Station's Old Waste Site

The Consultant shall undertake the application for a license (herein referred to as closure permit) for the decommissioning of the existing non-operational landfill. As a minimum, the Consultant performs all the required environmental studies and produce detailed closure design for the existing waste disposal facility at Arnot Power Station.

The overall objectives of a landfill closure are:

- To ensure public acceptability of the implementation of the proposed End-use Plan
- To rehabilitate the landfill so as to ensure that the site is environmentally and publicly acceptable and suited to the implementation of the end use.

The Consultant performs specialist studies to determine the remedial work required of the site, if any, to acceptable standards as per the Minimum Requirements for Waste Disposal by Landfill, Second Edition 1998 as well as the National Norms and Standards for Disposal of Waste to Landfill. These shall include but not limited to the below listed investigations, studies and the disposed waste volumes quantification and classification.

Specialist Studies
Geotechnical investigation
Wetland assessment
Ecological assessment
Geohydrological assessment
Waste management assessment
Avifaunal assessment
Landscape architect
Storm water Management Plan

The minimum requirements for rehabilitation, closure and end-use for applicable waste class type G S B- should be determined and as a minimum the following shall be covered by the Consultant:

- Investigation to determine closure requirements and to identify impacts.
- Design for upgrade/ rehabilitation (if necessary).
- Recommendations of the final cover design.
- Assess the landscaping and storm water diversion adequacy.
- Closure and rehabilitation plan including inspection and monitoring of the following:
 - Cover integrity
 - Drainage integrity
 - Control of fire
 - Control of ponding
 - Monitoring security and prevention of illegal dumping.

The proposed decommissioning will require a Waste License Application for Closure (as per NEMWA) through a Basic Assessment Process (as per NEMA). The outputs would be a Basic Assessment report, closure design report and an EMP including Rehabilitation Plan and Closure Plan.

As a minimum the Basic Assessment process to be followed shall include:

1. Meeting with competent authorities
2. Site visit and assessment
3. Technical details including baseline information gathering
4. A description of the proposed activity
5. A description of the environment that may be affected by the proposed activity
6. An identification of all legislation and guidelines that have been considered in the preparation of the basic assessment report
7. Perform Specialist Studies
8. Perform Engineering Studies, rehabilitation design and storm water management plan
9. Public Participation
10. Preparation of interested and affected parties (I&AP) and key stakeholder databases
11. Preparation of key stakeholder registered letters and I&AP notifications
12. Preparation of the Draft Basic Assessment Report (DBAR) and Draft Environmental Management Programme (EMPr)
13. Placements of site notices and indicate availability of the DBAR and Draft EMP for comment
14. Consultation with relevant I&APs
15. Compile and submit comments and responses report and include in the Final BA Report and EMPr
16. Details of the public participation process conducted in terms of regulations
17. A description of the need and desirability of the proposed activity
18. A description and assessment of the significance of any environmental impacts
19. A description of the proposed mitigation measures
20. Any inputs made by specialists to the extent that may be necessary
21. Any specific information required by the competent authority
22. Preparation and submission of an Application to the Department of Environmental Affairs
23. Preparation of the Final Basic Assessment Report (FBAR) and Environmental Management Programme (EMP)
24. Placements of site notices and indicate availability of the FBAR and EMPr
25. Compile a comments and responses report and submit Final BA Report and EMP to DEFF for decision

DELIVERABLES

1. Investigations and engineering design/closure report(s) e.g., Detail designs for capping and both storm water runoff and leachate drainage for the site.
2. All the required Engineering and Environmental studies as legislated under NEMA & NEMWA. All the specialist studies report to be performed should be submitted to the Employer.
3. Undertaking of the applicable public participation process and data pack inclusive.
4. Final impact assessment report for the proposed decommissioning of the site.
5. All the required preparations and presentations to DHSWS/ DFFE to obtain closure permit approval.
6. EMPr and closure permit.

Procedure for submission and acceptance of consultant's rehabilitation Design

- I. Refer to the Arnot old Waste Site Impact Assessment for the Closure and Rehabilitation of the Site Scope of Work, document number AEAP 0091.



Adobe Acrobat
Document

Constraints on how the *Consultant* Provides the Services.

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 registers and compensation events	To be determined by the Project Manager	Contractor site office	Project Stakeholders
Overall contract progress and feedback	To be determined by the Project Manager	Contractor site Office	<i>Project Stakeholders</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.

Consultant's key persons

- An organogram shall be submitted to indicate lines of communication in line with the services provided.

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.

Documentation control and retention

Identification and communication

- Documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc.
- All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List).
- Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC template and urgent consultant meetings can be in the form of sms and as outlined on core clause 13 of the NEC3 PSC.
- The use of sms's, emails does not override the use of applicable and relevant NEC3 PSC standard templates, forms and Eskom Holdings SOC Limited procedures.
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- The use of sms's, emails does not override the use of applicable and relevant NEC3 PSC standard templates, forms and Eskom Holdings SOC Limited procedures.

Record management

- Each document is provided as a searchable electronic PDF format and included all signatures obtained internally from the consultant and from employer, electronic signatures are generally acceptable
- Each document is provided with editable Microsoft file which corresponds to all final documentation issued by employer.
- The consultant corrects all identified documentation /configuration anomalies required to implement the service and notifies the employer's agent of any other he may notice
- Programmes prepared by the consultant, for the service and acceptant by the employer's agent are considered as records
- All reports to be in a format agreed. Preferred formats are MS excel, Power point and PDF documents must be searchable and must allow manipulation of data, copy. paste edit
- Consultants must sign off from the employer's agent for all reports and presentations. The sign off will be electronically

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.

Records and forecasting of expenses

The *Consultant* maintains all records of Defined Costs on site stored in a file and accessible to the *Employer* for the purpose of determining the defined cost. The contractor allows the employer full access to the information and provides explanations where required.

Invoicing and payment

At the assessment stage a Payment Certificate will be prepared by the *Project Manager* in conjunction with the *contractor*. After the submission and approval of the Payment Certificate, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

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

The *Consultant* includes the following information on each tax invoice:

- 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)

The *Consultant* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for. All Electronic invoices must be sent in PDF format only.

- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Email addresses for invoice submission: invoiceseskomlocal@eskom.co.za

Contract change management

- For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation event core clause section 6 of the NEC3. The consultant shall notify the Project Manager of any changes to Site Personnel within 5 (Five) days.

Inclusions in the programme

- The *Consultant* submits a programme within 14 days of contract award. The programme is submitted in 3 copies, one electronic editable format (Ms Project) one electronic pdf format and one hard copy. The programme indicates the start and end dates and duration of every activity and milestone. The *Consultant* revises the programme in intervals not exceeding two weeks. The *Consultant* further revises the programme within two days of deviation from the last approved programme. *Consultant* management, supervision and key people.

Quality management

System requirements

- An approved Quality Control Programme is to be implemented in conjunction with, and to the approval of, the *Project Manager*.
- Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope.

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

The Parties use of material provided by the *Consultant*

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.

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

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

Transfer of rights if Option X 9 applies

- The is no exception to clause X9

Management of work done by Task Order

- Expenses and Per Diems will be calculated as per consulted final proposal

Health and safety

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

Compliance to 5 identified lifesaving rules (Compulsory Adherence):

Rule1: Open, Isolate, Test, Earth, Bond, and/or insulate before touch

(That is, any plant operating above 1 000 V)

- No person may work on any electrical network unless:
- He/she is trained and authorised as competent for the task to be done.
- A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.
- An equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures.
- All conducting material is connected together, all staff on site wear electrical safety shoes, and Insulating techniques are applied according to standards; and
- The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

Rule 2: Hook up on heights

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into

- No person may work at height where there is a risk of falling unless:
- A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height.
- He/she is appropriately trained.
- He/she is appropriately secured during ascending and descending; and
- He/she is using an approved fall arrest system where applicable.

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.

Rule 4: Be Sober

No person is allowed to work under the influence of drugs and alcohol.

"Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that:

- His individual faculties are in any way impaired by the consumption or use of the substances.
or
- The individual is unable to perform in a safe, productive manner; or
- The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
- The individual has a level of alcohol in his/her body that is greater than 0% blood alcohol concentration. This includes any level of an illegal substance in the body, irrespective of when the substance was used.

Rule 5: Ensure that you have a permit to work

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

- No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure.

NB: in the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not

hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding of these rules.

Procurement

BBBEE and preferencing scheme

- Not Applicable

Other constraints

- The consultant and his employees are required to conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises. The consultant and his/her employees will, in particular, be required to smoke in designated areas while on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of any suspected criminal acts e.g. Theft, vandalism etc. Criminal acts by contractor staff will be grounds for the termination of this agreement.

Preferred subconsultants

The *consultant* submits to the *Project Manager*, for his acceptance, the names of any proposed Subcontractor(s) and the Contractor, only with the Project Manager's consent in writing, subcontracts with any person for the Provision of the Works, or any part thereof or for the manufacture or supply of any of the Plant, Materials or Equipment used on the works other than for any part of the works of which the makers are named in the contract.

- a) The *Project Manager* is entitled to withhold acceptance of any proposed Subcontractor or to rescind acceptance of any Subcontractor, in which case the connection of such Subcontractor with the works ceases and he immediately withdraws from the Site.
- b) All Subcontractors work according to the OHSACT 85 of 1993 and applicable regulations, and the consultant safety file updated with their information in compliance with the construction regulations.

Subcontract documentation, and assessment of subcontract tenders

- Sub-contracting tender documentation will be as per the main contractor requirements, safety, quality and program needs to be verified by the *Employer*.

Limitations on subcontracting

- Appointment and managing the sub-contractor is the full responsibility of the Principal contractor.

Attendance on Subconsultants

- Not applicable to this contract document

Correction of Defects

- Defects will be communicated to the consultant, and they will be addresses as per contract Conditions stipulated on the PSC

Working on the *Employer's* property

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

- All Site access is controlled through the designated access gate.
- The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.
- The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer's* Site regulations and inspections.
- No person will be issued with an access permit without proof that the person did attend the Arnot Power Station induction course.
- A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the Project Manager one week in advance for a course booking.

People restrictions, hours of work, conduct and records

- All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times. No personnel at the back of any vehicle.
- The Consultant shall provide and install fixed barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.
- All welding, flame cutting and grinding work shall be properly screened to protect persons from arc flashes or eye injuries.
- All grating shall be covered with an adequate protective screening when welding or flame cutting.

Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- The cross reference from core clause 23.1 about cooperation generally as well as details about Others with whom the *Consultant* may be required to work. See clause 11.2(7) for the definition of Others.
- Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Things provided by the *Employer*

Potable water

- Potable water from taps

Meals

- Meals on site for the consultant personnel are not available.

Sanitary Facilities

- Sanitary facilities are provided by the *Employer*.

General

- The Consultant *is* to comply with all Site regulations and instructions. The onus is on the
- Consultant to ensure his familiarity with the Employer's Site regulations and inspections

Access to working areas

- All consumables in line with providing the services on site

Cataloguing requirements by the *Consultant*

No cataloguing is required from the contract.

List of drawings

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.

