



NEC3 Professional Services Contract (PSC3)

Contract between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

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

for **INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF
THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS

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.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- | | |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work: The Scope |

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X7: Delay damages
		X9: Transfer of rights
		X10: Employer's Agent
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	NTCSA SOC Ltd (reg no: 2021/539129/30), 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.	[•]
	Fax No.	[•]

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

11.2(9) The *services* are

- Conduct comprehensive methodology for conducting subsidence investigations at and around the Vulcan Substation and adjacent areas to determine the level of risk of failure NTCSA infrastructure (i.e. Vulcan substation and Arnot Kendal tower 227), refer to SOW (List of drawings)
- Capture the extent of the phenomenon and its impacts to other critical infrastructure in the area as defined in bullet above.
- Compile and issue detailed report of the finding and proposed solutions to mitigate the potential risk/s

11.2(10) The following matters will be included in the Risk Register

1. Site access issues
2. Rainy weather conditions

11.2(11) The Scope is in

Part 3: Scope of Work

12.2 The *law of the contract* is the law of

the Republic of South Africa

13.1 The *language of this contract* is

English

13.3 The *period for reply* is

5 working days

13.6 The *period for retention* is

Three months (3) following Completion or earlier termination.

2 The Parties' main responsibilities

25.2 The *Employer* provides access to the following persons, places and things

access to

access date

- 1 Vulcan Site (Kendal)
- 2 Eskom Park (Induction)

After contract award
 After safety file approval

3 Time

31.2 The *starting date* is.

TBC

11.2(3) The *completion date* for the whole of the *services* is.

TBC

11.2(6) The *key dates* and the *conditions* to be met are:

Condition to be met

key date

1. Safety file Approval
- 2 (Phase 1) Geotechnical investigation and methane gas studies

4 weeks after contract award

2 weeks after safety file approval

INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS

		3	(Phase 2) Geotechnical Investigations	8 weeks after phase 1 completion
		4	(Phase 3) Drilling of boreholes	8 weeks after phase 2 completion
		5	Laboratory Testing	4 weeks
		6	Contractors report	2 weeks
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	As and when required		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	5 working days of the Contract Date.		
42.2	The <i>defects date</i> is	12 weeks after Completion of the whole of the services.		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.		
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	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, and 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		

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	
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	[•]
	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 • 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.
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12 Data for secondary Option clauses

X7 Delay damages

X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	2% of contract value capped at 10% of the contract cost for each activity listed below. <table border="1"> <thead> <tr> <th>section</th><th>Activity/Services</th><th>amount per day</th></tr> </thead> <tbody> <tr> <td>1</td><td>Geotechnical investigation and methane gas studies (invasive and non-invasive methods) report submission as per accepted program</td><td>2% of contract value capped at 10%</td></tr> <tr> <td>2</td><td>Geotechnical Investigations report submission as per accepted program</td><td>2% of contract value capped at 10%</td></tr> <tr> <td>3</td><td>Drilling of boreholes report submission as per accepted program</td><td>2% of contract value capped at 10%</td></tr> <tr> <td>4</td><td>Laboratory test and report submitted as per the accepted program</td><td>2% of contract value capped at 10%</td></tr> <tr> <td>5</td><td>Contractors report as per accepted program</td><td>2% of contract value capped at 10%</td></tr> </tbody> </table>	section	Activity/Services	amount per day	1	Geotechnical investigation and methane gas studies (invasive and non-invasive methods) report submission as per accepted program	2% of contract value capped at 10%	2	Geotechnical Investigations report submission as per accepted program	2% of contract value capped at 10%	3	Drilling of boreholes report submission as per accepted program	2% of contract value capped at 10%	4	Laboratory test and report submitted as per the accepted program	2% of contract value capped at 10%	5	Contractors report as per accepted program	2% of contract value capped at 10%
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5	Contractors report as per accepted program	2% of contract value capped at 10%																		

X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
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X10 The *Employer's Agent*

X10.1	The <i>Employer's Agent</i> is Name:	Cnr Watermeyer & Jellicoe Street, Emalahleni 1035
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	The authority of the <i>Employer's Agent</i> is	Acts for the Employer for all purposes of this contract
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The Additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS

- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Provision of a Tax Invoice. Add to core clause 51

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 Employer's limitation of liability

- Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's 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>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims.	From the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.
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>	<u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	From the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.
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	From the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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:

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.
- 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.

INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS

- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

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

INVESTIGATE POTENTIAL SUBSURFACE INSTABILITY IN THE VICINITY OF THE NTCSA VULCAN SUBSTATION FOR A PERIOD OF 8 MONTHS

11.2(13)	The <i>staff rates</i> are: Either complete here or cross refer to a schedule in Part C2.2	name/designation	rate
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures) (in words), excluding VAT	

PART 2: PRICING DATA

PSC3 Option A

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

C2.1 Pricing assumptions: Option A

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)).

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.

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*.

Preparing the activity schedule

Generally it is the tendering consultant who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be sufficient to determine exactly what work is included within it and to know when it has been completed.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Consultant* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Consultant*:

- Has taken account of the guidance given in the PSC3 Guidance Notes;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which he submits for acceptance by the *Employer*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant*

estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

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.

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*

Kindly see attached BOQ for Sinkhole Assessment

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.

Description of the services

Executive overview

The Vulcan Transmission Substation is located in Emalahleni (Witbank CLN), an area extensively impacted by historic underground and surface coal mining activities. Decades of bord-and-pillar mining have resulted in significant underground voids, many of which are unstable or have partially collapsed. In addition, spontaneous combustion of remnant coal pillars has caused persistent underground fires, leading to thermal fracturing of the overburden, oxidation of support pillars, and progressive subsidence. These conditions have materially contributed to the formation and ongoing enlargement of sinkholes in the broader Emalahleni region. The historical undermining map has been received from the current mine owner and indicates the Arnot Kendal 400kV tower 227 is currently placed on a mine pillar (**List of drawings**) and indicated the sinkholes North West of Vulcan substation.

The area under consideration presents a material risk to public safety and to critical national electricity infrastructure. The Vulcan Transmission Substation, together with the associated 400 kV transmission infrastructure, is located directly above coal seams affected by historic mining. Progressive subsidence and underground combustion threaten the structural integrity of the substation and transmission assets. If not addressed, these risks could result in prolonged operational disruptions, loss of supply to key industrial customers, significant financial exposure, infrastructure failure, and potential serious injury or loss of life.

No details are available on the depth and details of the historically undermined area therefore the extent of the risk to the powerline structures cannot be fully established. Numerous factors can contribute to spontaneous combustion, such as a substantial electrical short beneath the surface or soil composition containing easily combustible materials. Hence the *Employer* intends to investigate as subsidence at Vulcan substation and adjacent areas caused by spontaneous combustion, to define the severity of the risk to NTCSA infrastructure.

Interpretation and terminology:

Construction work - The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling. The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure

Contractor- An employer who performs scope of work and includes principal contractors

Professionally registered Geologist- Professional Geologist is a licensed geoscientist qualified to provide geological services that impact public safety, environmental health, and engineering project registered with SACNASP (South African Council for Natural Scientist Professions).

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
CFT	Cross Functional Team
NTCSA	National Transmission Company South Africa
NEG	North East Grid
OHS Act	Occupational Health and Safety Act
ORHVS	Operating Regulations for High Voltage Systems
PPE	Personal Protective Equipment
SACNASP	South African Council for Natural Scientist Professions
SANAS	South African National Accreditation System
SANS	South African National Standards
SHEQ	Safety Health Environment and Quality

SOW	Scope of Work
SWP	Safe Work Procedure

Specification and description of the services

The Employer requires a professionally Geologists (referred to hereafter as the Contractor) to:

- conduct comprehensive methodology for conducting subsidence investigations at and around the Vulcan Substation and adjacent areas to determine the level of risk of failure NTCSA infrastructure (i.e. Vulcan substation and Arnot Kendal tower 227), refer to figures 1 and 2(List of drawings)
- capture the extent of the phenomenon and its impacts to other critical infrastructure in the area as defined in bullet above.
- Compile and issue detailed report of the finding and proposed solutions to mitigate the potential risk/s

Stage 1 Preparation

1.1 Site walkover

The Contractor (and all necessary team members/sub-contractors):

- conduct a site walkover of the impacted area/s,
- identifies areas of notable ground features and contributing environmental factors,
- identifies areas of notable adjacent and bisecting infrastructure,
- makes notes and observations to ensure that the works are not encumbered by the overall site conditions,

ensures works take into consideration the necessary safety considerations for the stability of the area.

1.2 Safe working procedure

The Contractor produces a Safe Work Procedure (SWP) prior to commencement of any works on site. The SWP outlines the tasks to be conducted during fieldworks and elaborates on how the tasks will be conducted safely. The SWP is reviewed and accepted by the Employer prior to commencement of site works..

Stage 2 Concept

2.1 GEOTECHNICAL INVESTIGATION AND METHANE GAS STUDIES

The scope of the investigation will depend upon the size of the proposed investigation area (local or regional). For illustration purposes, we used the polygon highlighted in red in Figure 2 of the approximately 17ha Vulcan Substation area of interest (AOI) near Witbank in Mpumalanga Province.

2.1.1 Subsurface assessment by non-invasive methods

The non-invasive methods include airborne monitoring (Thermal Imagery) and ground geophysics:

- a) Thermal Imaging with a drone: Conduct a thorough thermal scanning survey encompassing the complete specified perimeter and internal infrastructure of the substation. The supplier is expected to identify and document all thermal anomalies or hotspot, providing detailed reports including location, severity, and potential implications.
- b) 2D Electrical Resistivity Tomography (ERT): Utilized to identify electrical anomalies in the soil that could be potential sources of combustion. Resistivity anomalies are contingent on the soil composition, with dry materials likely exhibiting high resistivity anomalies compared to the host rock. An example of a single-frame thermal image is shown below in Figure 3.

c) Microgravity Surveys: Applied to map density variations in subsurface formations. Areas with combustible materials are anticipated to display low-density anomalies in contrast to the host rock. An example of a single-frame thermal image is shown below in Figure 4.

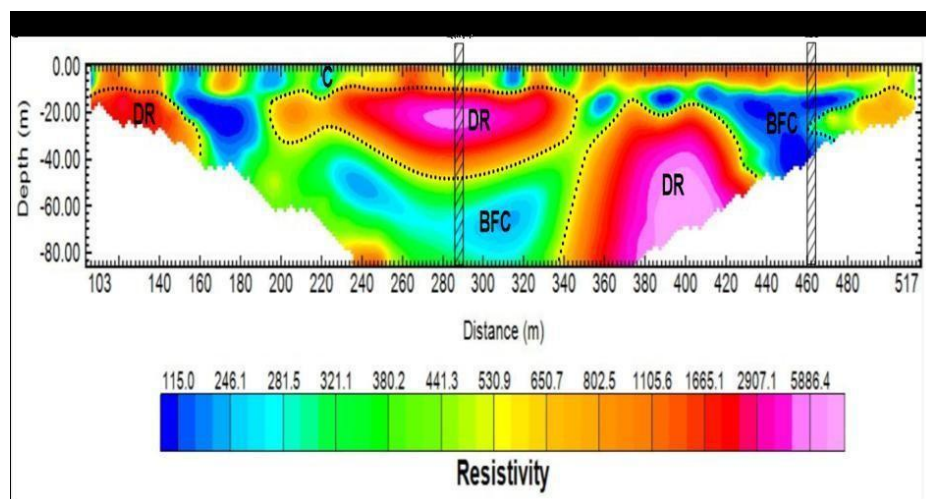


Figure 3. Example of an electrical resistivity section displaying the sub-surface geology along a traverse line to a maximum depth of 80 m

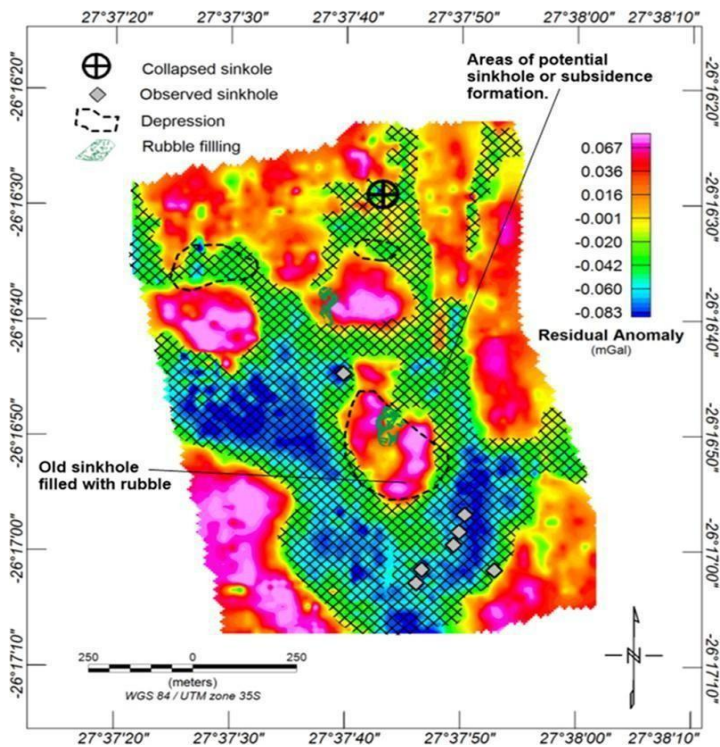


Figure 4. Example of a gravity residual Bouguer anomaly map showing inferred features.

d) Multichannel Analysis of Surface Waves (MASW): This geophysical method maps velocity variations in surface wave propagation, reflecting density distribution within the host rock mass. Areas with combustible materials may exhibit reduced surface wave velocity anomalies due to density changes. An example of a single frame thermal image is shown below in Figure 5

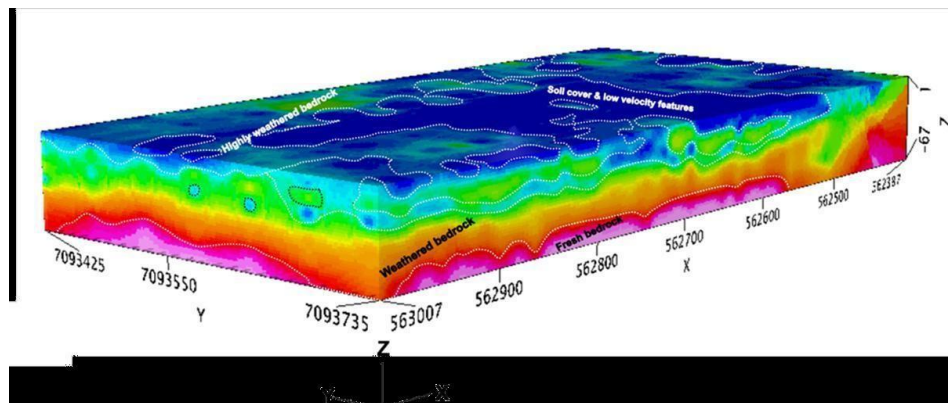


Figure 5. Example of a derived 3D geological model map showing inferred features..

2.1.2 Methane Gas Studies

Provision of detailed methane gas monitoring and assessment to evaluate the presence, concentration, and migration of methane within and surrounding the affected mining areas, including:

a) Compilation and review of historical methane gas data from previous investigations, including borehole gas readings, mine ventilation records, and any prior gas monitoring studies conducted within the affected mining blocks.

b) Validation and reconciliation of historical datasets with current site conditions to identify trends, data gaps, and potential changes in methane migration behaviour over time.

- Identification of gas accumulation zones and potential high-risk areas where methane concentrations may approach explosive limits

c) Baseline and continuous monitoring of methane concentrations in subsurface voids, boreholes, and at surface interfaces; for methane gas release (ventilation)

- Assessment of methane migration pathways, including fractures, faults, and old mine workings that may facilitate gas movement toward surface or infrastructure.

d) Evaluation of explosion and asphyxiation risks in relation to Eskom NTCSA infrastructure and surrounding communities.

- **e) Recommendations for mitigation measures**, including controlled venting, gas drainage systems, and monitoring protocols to ensure ongoing safety and regulatory compliance.
- Land subsidence and methane emission risk Assessment Report
- Potential Rehabilitation Strategies

f) Rehabilitation Strategy

- Guidance on the feasibility of open-cast mining as a potential rehabilitation intervention, including:
- Technical and economic feasibility considerations.
- Environmental authorisation and regulatory requirements.
- Highwall stability and geotechnical modelling; and
- Clarification regarding handling, extraction, and potential commercial treatment of coal exposed during rehabilitation

2.2 Geotechnical Investigations

The primary objective of a preliminary investigation is to assess the soil and rock profile for the stratigraphical study purposes

The following specific items should be dealt with in the investigation:

- Site geology and stratigraphy.
- Soil and rock classification.
- Identification of geotechnical problems.
Seismic assessment and classification of the site

2.2.1 Investigation Methodology

2.2.1.1 Desk Study

Review of existing regional, site and surface information. Sources of information should include:

- Topographical maps, geological maps, aerial photo interpretation - to be able to identify topographical, drainage channels and erosion features of the site.
- Geological data, such as lithology of nearby rock outcrops landforms, erosion patterns that surrounds the proposed site.
- Existing geotechnical information available of the area in the surrounds of the site.
- Data on the performance of existing engineered structures in the area.
- Data on the bodies of groundwater levels in the surrounds of the proposed site.
- Data on seismic aspects, such as ground motion, liquefaction potential.

2.2.1.2 Scanning for underground services

Underground scanning shall be undertaken to ensure that no underground services traverse the site prior to undertaking the investigation.

Excavation of Test Pits

In order to profile the sub-soil stratigraphy and to obtain disturbed samples, undisturbed samples and bulk samples for laboratory testing, test pits (max depth 5m) should be excavated across the site using an excavator or TLB (where shallow bedrock is anticipated). The test pits should be excavated in a minimum grid of 50m x 50m /as shown in a test pit layout/with increased density as required during field work.

All test pits should be profiled by a registered Geotechnical Engineer or a registered Engineering Geologist in accordance with the latest standard of South African practice (after Jennings et. al.1973). The positions all test pits should be coordinated with a valid calibrated hand-held GPS and in accordance with the WGS84 coordinate system.

All excavation test pits should be carried out in accordance to SAICE – “Code of Practice 2007: The Safety of Persons Working in Small Diameter Shafts

DPSH Testing

DPSH testing should be carried out between the trial holes or next to the hole where there is no certainty of depth of bedrock and the material 3m below NGL or where the soils are predominantly of a loose-medium dense or soft-firm consistency.

Gravity survey

A gravity survey should be undertaken and a gravity map produced to determine borehole positions. The survey shall be carried out as detailed in SANS 1936:2. The gravimetric survey should cover an area 100m wider than the footprint of the development to allow for detection of geo-features at the edge of the property.

2.3 DRILLING OF BOREHOLES

2.3.1 Rotary Core Boreholes

Rotary cored boreholes (3m into the bedrock below coal seam) with SPT “N” tests, undisturbed Shelby Samples to determine collapse potential/expansiveness and/or heave of the material must be undertaken. The drilling contractor should allow for a concrete plug to fill up the boreholes after drilling.

2.3.2 Percussion Drilling

Minimum of four boreholes per hectare (or as directed by ESKOM scope and spec) percussion boreholes should be drilled to:

- A depth of end of coal seam or refusal.
- Where shallow below coal seam bedrock is encountered, the borehole should be drilled a minimum of 6m into the rock.
- On gravity high anomalies, the borehole should be drilled into bedrock to determine depth of the shallowest bedrock
- Where area has been de-watered, a sample of boreholes shall be drilled a minimum depth of a 100m or 6m where bedrock depth is shallow
- Where competent non-dolomitic bedrock overlies the dolomite, the borehole shall be drilled such that
- If depth of rock is more than 15m, then it should be drilled a minimum of 15m into the rock
- If depth more than 15m, then I should be drilled a minimum of 6m into the dolomite bedrock.

Stage 3: Design development

3.2 Laboratory Testing

- Undisturbed, samples, Disturbed samples and bulk samples will be taken for laboratory testing and tests carried out as per SANS 3001 method. The following tests should be conducted on representative samples from site:
- Classification tests: grading & indicator (Atterberg Limits and Hydrometer).
- Compaction tests (Bulk density, MDD and OMC)

- Mod AASHTO moisture/density relationship and CBR Tests.
- Dynamic probe super heavy tests
- Swelling pressure tests
- Free swell test
- Specific gravity tests
- Heave test
- UCS tests on rocks (if necessary)
- XRD and XRF analysis
- Proximate analysis
- Petrography
- Gas analysis

Stage 4: Production information

Stage 4 forms part of stage 2(see stage 2 above)

Stage 5: Manufacture, Installation and Construction Information:

N/A

Stage 6: Post Practical Completion

6.1. Deliverables

. The Contractor report:

- Assesses the impacted area by intrusive and non-intrusive methods,
- Consolidates all field information and produces a comprehensive technical report of findings,
- A thermal imagery of the study area to provide details of surface features that may have high emissivity (thermal hot spot)
- Provide 2D geophysical profiles and 3D models.
- Zonation map of areas of incipient instability.
- Methane gas concentration mapping
- Extent of spontaneous combustion mapping
- Provide all digital dataset in cad or other agreed geospatial or engineering format.
- Final report and recommendation highlighting risks mapping

All documentation to be submitted in digital (word-friendly *.pdf format, shape files /Cad files) and hardcopy formats (2 x copies).

NB. Written consent must be received from the Employer for any and all deviations from the works as outlined herein.

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 register and compensation events	Once Risk reduction meeting is held	Vulcan	Consultant CFT and Agent CFT

Contract Progress Feedback Meeting	Bi-weekly	Vulcan	Consultant CFT and Agent CFT
Site Toolbox talks	Daily	Vulcan	Consultant CFT

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

The consultant submits an organogram as part of the tender deliverables clearly depicting his/her people and their line of authority/ communication. The consultant resubmits an organogram as part of their contract file at a date agreed at the Contract kick-off Meeting.

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

- NTCSA Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts.

Retention of documents

Reports submitted should be kept for a minimum of 5 years by the consultant.

Records and forecasting of expenses

N/A

Records and forecasting of the Time Charge

N/A

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 invoicesntcsalocal@ntcsa.co.za and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Where to and how to send invoices:

Invoice should be submitted using the Email address below:

- Local invoices: invoicesNTCSAlocal@NTCSA.co.za

Contract change management

It will be applied as per core clause 6 when required.

Inclusions in the programme

Safety File Approval as an activity in the schedule should be included and completed a month after contract award

Quality management

System requirements

The *Consultant* shall comply with the quality criteria and constraints stated in **Supplier Quality Management: Specification 240-105658000**

Information in the quality plan

The information in this section constitutes the minimum requirements for a quality plan.

a) Where specified in the Evaluation Criteria and/ or quality list of tender returnable, as per the categories of quality requirements (Category 1, 2, 3, or 4); all individual products, services and processes shall have a documented, implemented, reviewed and maintained contract quality plan and/or quality control plan (inspection and test plan).

b) Where specified in the evaluation criteria and/ or quality list of tender returnable. All production and/ or service provision shall be carried out in accordance with a documented and agreed contract quality plan (CQP) and/ or quality control plan (QCP)/ inspection and test plan (ITP).

c) The supplier shall plan for the required quality-related activities and interfaces within the supplier's quality system to demonstrate its ability towards both controlling and meeting specified Eskom requirements.

Note 1: Contract Quality Plan should address the quality assurance elements related to the scope of work and/ or technical specification.

Note 2: Quality Control Plan (QCP)/ Inspection and Test Plan (ITP) should address the quality control elements related to the scope of work and/ or technical specification.

The Parties use of material provided by the *Consultant*

***Employer's* purpose for the material**

Detailed reports to assist the employer to address the sinkhole risk.

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

N/A

Transfer of rights if Option X 9 applies

The *Employer* owns the *Consultant's* rights over material (Reports after investigation) prepared for this contract by the *Consultant*

Management of work done by Task Order

N/A

Health and safety

Clause 25.4 states that the *Consultant* acts in accordance with the health and safety requirements stated in the Scope. It is suggested that this part of the Scope address how the *Consultant* acts when doing his *services*. These requirements may be no more than just complying with the law. However if the *Consultant* is required to work on Eskom premises, then whatever requirements which personnel working in those premises need to comply with should be included here or referred to in an Annexure.

If when doing his *services* the *Consultant* is required to carry out a design which needs to take account of certain health and safety criteria, then this should be included in the specification of that design service stated elsewhere in the Scope. A draft for this section could start as follows:

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

[If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state, The *Consultant* shall comply with the health and safety requirements contained in Document Identifier number **240-13885094** to this Scope.]

Procurement

Commented [GM1]: Procurement to assist

BBBEE and preferencing scheme

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

Other constraints

N/A

Preferred subconsultants

N/A

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

N/A

Attendance on Subconsultants

N/A

Correction of Defects

Rainy seasons might cause delays for correction of defects

Working on the *Employer's* property

Consultant to comply with all policies, procedures and standards.

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

Sites such as Vulcan Sub-Station have entrance requirements which tendering consultants shall comply with before site is accessed.

1. List of employees who will be accessing site
2. Induction cards
3. Identity documents
4. Drivers licence for the driver will be required

People restrictions, hours of work, conduct and records

Access will be requested by consultant as and when required.

Roles and responsibilities

The Consultant:

- provides adequate resources including provision of equipment for required *works*,
- sources and reviews existing historical undermining information and confirms the validity thereof,
- ensures all materials and ground checks are conducted timeously and recorded adequately,
- manages cost and a scheduled time frame of *works*,
- ensures the scope is carried out in full,
- manages all works on site and all outputs of sub-contracted works (as needed),
- provides regular feedback on the status of the *works*,
- ensures that all site work is undertaken by and/or supervised by the required professional (i.e., a professionally registered Rock Engineer),
- ensures that prior to any works, all parties working on site familiarized themselves with the Employer's safety requirements, Mine safety requirements (where applicable) and the Occupational Health and Safety (OSH) Act (85 of 1993),
- ensures all works complies with applicable licenses and authorizations,
- obtains all necessary approvals and acceptances (as needed),
- applies his discretion in conducting works in areas of subsidence and sinkholes,
- ensures that, should the ground conditions exhibit notable changes, the Employer is informed promptly,
- notifies the Employer as soon as possible, if any impedance or ruptured services is encountered,
- ensures that all work conducted in close proximity to live lines within NTCSA servitude is conducted under the supervision of an Authorized Person, NB. The Employer will provide an Authorized Person as deemed necessary
- must ensure that all equipment has maintained required height and width clearances as advised by the Employer and the Authorized Person (as needed),
- must ensure that all equipment has been earthed to the satisfaction of the Employer and overseen by the Authorized Person (as needed),
- ensures the successful implementation of ground truthing, structure position feasibility, viable foundation systems and ground rehabilitation (as required).
- No fieldworks conducted should trigger further ground instability e.g., spontaneous combustion.

Cooperating with and obtaining acceptance of Others

N/A

Things provided by the Employer

Ablution facilities

Cataloguing requirements by the Consultant

N/A

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.

Drawing number	Revision	Title
NA		



