

NEC3 Professional Services Contract (PSC3)

Contract between **ESKOM ROTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

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

for **THE PROVISION OF MULTIDISCIPLINARY
PROFESSIONAL SERVICES FOR VARIOUS
CONSTRUCTION SERVICES PROJECTS ON AN “AS AND
WHEN” REQUIRED BASIS FOR A PERIOD OF 3 YEARS**

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

CONTRACT No. TBA

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>	[•]

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:

PROVISION OF PROFESSIONAL SERVICES WITHIN MULTIDISCIPLINARY FIELD FOR CONSTRUCTION SERVICE

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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

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

PROVISION OF PROFESSIONAL SERVICES WITHIN MULTIDISCIPLINARY FIELD FOR CONSTRUCTION SERVICE

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**

Eskom Rotek Industries
Lower Germiston Rd, Rosherville,
Johannesburg, 2090

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. The PSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row.
3. Where the symbol “[•]” is used data is required to be inserted relevant to the clause and statement which requires it.]

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

Claus e	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	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 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):	Eskom Rotek Industries SOC Ltd (reg no: 1990/006897/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa

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

Address	Roshland Office Park Lower Germiston Road Rosherville		
Tel No.	[•]		
Fax No.	[•]		
11.2(9)	The <i>services</i> are	Provision of Professional services	
11.2(10)	The following matters will be included in the Risk Register	1.1 Non- compliance of health and safety regulations 1.2 Travelling 1.3 Strikes / Community unrest	
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	
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	ERI Sites and Buildings Rosherville
			TBA
3	Time		
31.2	The <i>starting date</i> is.	TBA	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	TBA	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	As per Task Order
			As Per Task order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	As stated in the Task Order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	[2] weeks of the Contract Two weeks after start date of contract	
42.2	The <i>defects date</i> is		
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
		As per Task Order	As per Task order Invoice
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		

81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	Liability for failure by the <i>Consultant</i> 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	See Notes to Consultants in Annexure A
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.	See Notes to Consultants in Annexure A
	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	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	As <i>Consultant</i> deems necessary
81.1	The <i>Employer</i> provides the following insurances	Refer to Annexure A for details of insurance provided by the <i>Employer</i> .	
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 Task order Value	
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		
G	Term contract		

21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	2(Two) weeks after receipt of the signed task order
50.4	The exchange rates are those published in	N/A.
55.1	Task Order	A Task Order includes: • Detailed description of work to be done • A pried list of items of work for which items taken from the Task Schedules are identified • Starting date • Completion date • Total Prices
21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	4 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	[•]
	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	[Johannesburg] 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.

12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1		- Fixed portion and formula. - First year be fixed and will be fixed from base date	
X2	Changes in the law		
X7	Delay damages		
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	1% per day to a maximum of 10% of the task order value	
X9	Transfer of Rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data	
X10	The Employer's Agent		
X10.1	The Employer's Agent is	<u>Name:</u> TBA <u>Address:</u> Lower Germiston Road Rosherville Johannesburg 2094	TBA
	The authority of the Employer's Agent is	To carry all the Employers (ERI) actions in the contract	Lower G Johann
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:	Task order value	
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 of the Task Order	
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 Additional conditions of contract are	Z1 to Z11 always apply.	

Z1 Cession delegation and assignment

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

the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

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

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

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

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Consultant</i> or a third party, such party's employees, agents, or Sub consultants or Sub consultant's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Sub consultants or the Sub consultant'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.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 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.

- Z 11.3 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.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Notes to Consultants

This is guidance to Consultants to assist their decision making about what cover to arrange in the insurance to be provided by the Consultant. The guidance is not part of the contract and the Employer carries no liability for it. The Consultant must obtain its own advice.

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

4. The Insurance which the *Consultant* is to provide against his liability for claims made against him arising out of his failure to use reasonable skill and care (first row in the Insurance Table of clause 81.1 in the PSC3) should also indemnify the *Consultant* for those sums which he could become legally liable to pay as damages arising from any claim first made against him and reported to Insurers some time after Completion of the whole of the services. Hence the *Consultant* needs to ensure that his cover is in place at least until all his liabilities under the contract have expired. Such claims could arise out of any negligent act, error or omission committed or alleged to have been committed by the *Consultant* in the conduct of professional services in connection with the contract.

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)]

4. 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.
5. 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.
6. 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 .

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

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	As per Task Order	
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	Refer to the Pricing Schedule Part C2.2	Refer to the Pricing Schedule Part C2.2
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 ERI Sites	As per Task order
		2 ERI Buildings and Rosherville	As per Task order
		3	
31.1	The programme identified in the Contract Data is	N/A	
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
		As per Task Order	As per Task Order
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	The task schedule unless later changed in accordance to this contract	

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions : Option G	[•]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[•]

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of - the Time Charge for work which has been completed on time based items on the Task Schedule and - a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are - the Time Charge for items described as time based on the Task Schedule and - the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
------------------------------	------	--

and

Assessing the amount due	50.3	The amount due is - the Price for Services Provided to Date, - the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and - other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.
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In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

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 of the PSC3 Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be 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 *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

3. The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i. e. before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price, or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

C2.2 Staff rates, expenses & the task schedule

1. The *staff rates* are:

Item	Description	Unit	Rate
1	Senior Project Manager	Hour	
2	Project Manager	Hour	
3	Construction Manager	Hour	
4	Contracts Manager	Hour	
5	Senior Quantity Surveyor	Hour	
6	Quantity Surveyor	Hour	
7	Land Surveyor	Hour	
8	Senior Project Planner	Hour	
9	Project Planner	Hour	
10	Architect	Hour	
11	Draughtsmen	Hour	
12	Geotechnical Engineer	Hour	
13	Civil Engineer	Hour	
14	Structural Engineer	Hour	
15	Electrical Engineer	Hour	
16	Mechanical Engineer	Hour	
17	Senior Site Supervisors	Hour	
18	Site Supervisor	Hour	
19	Senior Safety Officer	Hour	
20	Safety Officer	Hour	
21	Junior Safety Officer	Hour	
22	Quality Controllers	Hour	
23	Commissioning Engineer	Hour	
24	Project Controls	Hour	
25	Fire Protection Engineer	Hour	

PROVISION OF PROFESSIONAL SERVICES WITHIN MULTIDISCIPLINARY FIELD FOR CONSTRUCTION SERVICES

26	Design Engineers	Hour	
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2. The expenses are:

No.	Expense item	Amount / rate excluding VAT
1	Travel by road (rand per kilometer)	
2	Travel by air (Local)	
3	Accommodation (3 star including Bed and Breakfast)	
6	Cellular phone & Data allowance per month	

3. The task schedule

The following format could be used:

No.	Items of work to be carried out on a time basis

No.	Items of work priced on a lump sum basis	Price (excluding VAT)

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

C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

The provision of specialist professional services, the extent of the service to be provided includes but is not limited to the following disciplines:

- Project Management
- Contracts Management
- Quantity Surveying
- Land Surveying
- Project Planning
- Geotechnical Engineering
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering
- Design Engineering
- Construction Supervision
- Construction Safety

1.2 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
SD&L	Supplier Development & Localisation
PPE	Personal Protective Equipment
CTC	Cost to Company

2 Specification and description of the services

The provision of specialist professional services, the extent of the service to be provided includes but is not limited to the following disciplines:

- Project Management
- Contracts Management
- Quantity Surveying
- Land Surveying
- Project Planning
- Geotechnical Engineering
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering

- Design Engineering
- Construction Supervision
- Construction Safety

2.1 Project Management

- Coordination and supervision of appointed contractors from project inception to project close out
- Analyse activity sequences and develop and maintain a project plan and schedule from initiation to completion, to manage and drive project progress
- Determine what resources and quantities of each should be used to perform project activities.
- Track and manage the actual expenditure against cost estimate (allowable) of individual work activities according to the approved budget
- Manage and control project scope, cost and time changes contractually and within governance
- Determine which risks are likely to affect the project and develop and implement mitigating measures to minimise the impact and probability of the risks
- Manage and resolve disputes between stakeholders, suppliers, etc. that may affect to the project
- Verify and report on project resources and costs on a regular basis, in accordance with the required financial standards
- Project reporting (Time and cost estimating, budget control, Risk analysis, Co-ordination of resources and progress/site meetings, Monthly Reports, managing defect liability etc.)

2.2 Contract Management Services

- Drafting, evaluating, and negotiating of contracts
- Serve as the point of contact for internal and external customers on contractual matters.
- Act as contractual 'custodian' between company employees and customers, ensuring timely review and reconciliation of variations and compensation events.
- On all standard and non-standard contracts, provide redlined recommendations and often negotiate directly with the respective Legal Departments or purchasing staff until consensus has been reached.
- Maintain contractual records and documentation, such as receipt and control of all contract's correspondence, customer contact information sheets, contractual changes and status reports.
- Provide guidance on contractual matters to projects and business,

2.3 Quantity Surveying Services

- Control and carry out measurements of work carried out on the project in terms of work completed, work in progress, materials on site, and delay costs.

PROVISION OF PROFESSIONAL SERVICES WITHIN MULTIDISCIPLINARY FIELD FOR CONSTRUCTION SERVICE

- Preparation of monthly valuations for the works executed on the projects allocated
- Preparation of monthly cost reports
- Compensation events submission and timeous approval is obtained
- Management of sub-contractors including payment certificates for works executed by the sub-contractor

2.4 Land Surveying Services

- Ensuring the inclusion of line servitudes, substation sites and housing estates in plans.
- Preparing the necessary diagrams in accordance with the Land Survey Act and Regulations
- Set out main centre points of structures, buildings and the like to be built on site by using total station, Theodolite or similar type of instrument, target, and survey staff.
- Put in pegs to demarcate the centre point and secure them in concrete.
- Do a Topographical Survey of the site (if required) using a total station for the calculation of earthworks quantities.
- Extracting, evaluating, and processing field data.
- Calculating spatial co-ordinates to produce Engineering Plans designing earthworks for sites.
- Manipulating and Resolving G.P.S. data.
- Keeps accurate notes, records and sketches to describe and certify work performed.
- Creating a Work Breakdown Structure (WBS) element and adding all items on calculation sheet to enable planned cost on project and project to be released on SAP.

2.5 Project Planning / Control Services

- Compiling the program based on the Scope of Work including resourcing every program
- Assisting the Project Manager to develop Commercial Tender Documents such as WBS, Commercial Register etc.
- Supplying an overall network for the Project and Modular Programs to every Project Supervisor and Technician.
- Following Change Management during project to address any variation In Scope of Work.
- Supplying a progress update and SAP cost report to the Project Manager as required during the project.
- Providing-a progress update as required and based on consolidated daily reports obtained from the Morning meetings,
- Verifying that Supervisor's progress reports match actual plant progress.
- Updating and rescheduling bar charts when appropriate and/or request from the Project Manager and the client.

- Be proficient in Primavera

2.6 Architectural services

- Prepare information regarding design, structure specifications, materials, color, equipment, and construction time.
- Design of conceptual and detailed plans for building structures

2.7 Engineering Services

Engineering services consist of the following disciplines:

- Civil Engineering
- Design Engineering
- Structural Engineering
- Electrical Engineering
- Fire Protection Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Commissioning Engineering

Engineering services include but not limited to the following:

- Design of conceptual and detailed designs
- Engineering support during construction
- Coordinate, produce and approve any technical queries from clients / subcontractors / suppliers / vendors with respect to all civil / structural works
- Custodian of engineering governance in accordance with national and international engineering specification, procedures, and guidelines
- Professionally registered to approve and sign off designs

2.8 Construction Supervision

- Construction supervision,
- Quality management,
- Construction Execution Management through,
- Coordination and Supervision of appointed contractors, and
- Construction control and monitoring.

2.9 Construction Safety

- Conduct assessment to determine applicable legal and other requirements for aspect per designated area of the business
- Identifying non-compliance and hazards in the workplace and implementing corrective action
- Ensure compliance to all SHE requirements as set out in legislation and ERI directives/policies/procedures etc
- Perform safety and health risk assessment Adhere to incident reporting procedures
- Determining Safety and Health training needs and identify interventions Managing and conducting of regular audits and inspections to ensure Safety and Health standards are met
- Interpreting and reporting the project team the audit and Inspection results as well as remedial action plans
- Developing and presenting of awareness and induction programs Develop, implement and maintain and effective safety and health documentation management system

2.10 Construction Quality management

- Providing a quality consulting service by developing, implementing and maintaining a Quality and Risk program for Construction Services Eskom Rotek Industries sites that will build the required culture, developing and Implementing an effective and practical system that will ensure world class Quality practices, ensuring the compliance of Eskom to all Quality Requirements as set out by SANS standards, legislation and ERI directives, taking accountability for the achievement and retention of Quality ISO certification where applicable, advising the Management Team of potential hazards and/or conditions that may threaten Eskom's reputation, managing the continuous assessment and Improvement of Eskom's Quality, developing and maintaining Quality related awards that will create the desired culture within Eskom, liaising with internal and external bodies with respect to future Quality related developments and trends, providing a consulting service to Management. Employees and Sections on Quality related matters and networking with clients, suppliers, and other organisations to ensure the implementation of the most appropriate solutions.
- Performing internal auditing by managing the conducting of regular audits and inspections to ensure that laid down Quality standards are met, maintaining an effective Internal Auditing process that will ensure that ERI will continue to comply with the Quality certification requirements, interpreting and reporting to the Eskom Management Team the Quality audit results as well as remedial action plans, facilitating regular external audits by the appointed ERI Certification Body, proactively identifying improvement opportunities and proposing solutions whilst performing audits, facilitating the internal management auditing process and analysing and

trending of historic audit results to identify areas of concern.

- Maintaining a risk program by planning and organising Quality Inspections and Risk audits, identifying non-compliances and improvement opportunities in the work environment and implementing corrective actions, scanning of legislative requirements and informing management and staff of relevant changes thereto, ensuring compliance to legislation and Eskom Directives, managing staff appointments In terms of prescribed ISO requirements, determining Quality and Risk training needs and identifying interventions to address these requirements, implementing an effective corrective action process that will address root causes and recurring incidents and liaising with the Accreditation Body in terms of matters relating to the ISO compliance of Eskom.

2.11 Draughtsman

- Building models
- Sketches
- Drawings
- Proficient in 2D and 3D design software

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

3.1 Management meetings

Regular meetings of a general nature may be convened as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events,	To be determined	Employers offices	Client and service provider
Overall contract progress and feedback	As required	Employers offices	Client and service provider
Risk Assessment Meetings	As Required	Employers offices	Client and service provider
Safety Representative meeting	To be determined	Employers offices	<i>Client and service provider</i>

3.2 *Consultant's key persons*

An organogram from the Consultant showing key persons and their lines of authority I communication shall be submitted to the Employer within 4 (four) weeks of the Contract Date. The Consultant shall be required to notify the Employer of the contact details, leave and alternative where applicable in respect of each key person. Any changes in this regard shall be notified in writing in advance or within 1 (one) week of occurring and measures taken to avoid negative impacts on the Consultant's ability to deliver the services.

3.3 Documentation control and retention

3.3.1 Identification and communication

Standard forms to be used by the Contractor in the administration of the contract, for example early warning and compensation event notifications to be addressed to the Employer's Agent.

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, Identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the Employer shall be addressed to the Employer's Agent.

Correspondence on a day-to-day basis may be directed to other parties within the Employer's organisation but care must be taken not to violate contract conditions and other provisions of the contract.

3.3.2 Retention of documents

ERI retains copies of drawings, specifications, reports, and other documents which records the services in the form stated in the Task Order.

3.4 Records and forecasting of expenses

Estimated forecasts of Itemised expenses shall be submitted by the Consultant at each assessment period for the acceptance of the Employer (Requesting Manager) before expenses are incurred. Clear records of expenses shall be maintained by the Consultant and submitted on request to the Employer for verification.

Only invoices from service providers (e.g., hotel or car hire company) showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the Employer.

3.5 Records and forecasting of the Time Charge

The Consultant shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets In respect of all time charges shall be kept by the Consultant and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom services were delivered. The Requesting Manager shall review all time sheets during Assessment and the Consultant shall obtain signed timesheets and assessment documentation from the Requesting Manager and submit the assessment package to the Employer's Contract Management function for processing.

The Consultant shall maintain records of all documentation and make available to the Employer any or all such documentation on request.

3.6 Invoicing and payment

The Consultant will Invoice a month in arrears: however, the Consultant will send pro-forma invoices to the relevant Construction Services representative three (3) working days before submitting final Tax invoices to Accounts Payable Services (APS) to allow Goods receipt (GR's) to be done timeously and avoid invoices being parked in the system.

The process can be amended as required from time to time per mutual agreement between both parties

The invoice should be accompanied by relevant supporting documents and calculations supporting the amount Invoiced.

The Consultant shall address the tax invoice to Eskom Rotek Industries SOC Limited and include on it the following information:

Name and address of the Consultant and the Employer;

- The contract number and title;
- Consultant's VAT registration number;
- The Employers VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Date of the invoice
- Task Order number.
- Description of the services and quantities
- Period invoiced
- Name of the employee and project/site
- Purchase Order number

4 Quality Management

4.1 System requirements

The Consultant shall have a fully documented, implemented and maintained Quality Management System which complies with the requirements of the ISO 9001 or their quality management system shall carry valid certification from an acceptable OMS Certification body. The Consultant to provide a quality plan within 30 days of contract signing, and once accepted will form part of the contract documentation.

Non-conformance report will be issued if the Consultant does not meet Employer Quality requirements. If there are any defects as per technical specification, the non-conformance report will be Issued and monitored until closure.

Clause 40.2 requires that the Consultant provide a quality policy statement and quality plan which complies with requirements stated In the Scope. The quality policy statement and quality plan to be provided at tender stage which will then form part of the contract documents.

5 The Parties use of material provided by the Consultant

5.1 Employers purpose for the material

All rights to material belong to Employer tor purposes stated in the Scope.

5.2 Transfer of rights (Option X9 applies)

The Employer owns the Consultant's rights over material prepared for this contract by the Consultants. The Consultant provides to the Employer the documents which transfer these rights to the Employer

6 Management of work done by Task Order

A Task Order will be used by the Employer as the means of Instructing the Consultant to deliver services. No work shall be carried out without a signed Task Order issued by the Employers Agent.

The Task Order shall specify the scope of services, deliverables, starting and completion dates and the cost allocation. The Consultant shall deliver services within the constraints stipulated on the Task Order and engage the Employer as soon as the Consultant becomes aware of any risk in this regard. Any work executed outside the parameters stipulated on the Task Order, including cost, shall be for the Consultant's account notwithstanding delivery and acceptance of services that may be made by the Employer or people in the Employer's organisation.

All Expenses shall be paid for by Consultants and reimbursed at cost after assessment. The Consultant shall include itemised estimated expenses in all proposals in response to Requests for Proposals issued by the Employer. Forecasts of estimated Expenses shall be submitted to the Employer's Requesting Manager for acceptance at the Assessment meeting. Expenses that are incurred without the Employer's prior acceptance in writing shall not be reimbursed by the Employer.

7 Health and Safety

The Consultant shall always comply with the health and safety requirements prescribed by law and the Employer as they apply to the services. Failure to comply shall result in the Employer suspending the execution of services and removing the Consultant from site until compliance is achieved. The Employer may cancel a Task Order and/or terminate the contract depending on the situation and risks to people, plant and equipment, reputation, and the Employer's business of electricity supply.

The Consultant shall comply with the health and safety requirements contained on the Task Order. The relevant Site/ Project Manager shall require the Consultant to attend SHE Induction training provided by the Employer. It is essential that the Consultant is conversant with ERI safety procedures training prior commencing any work on site.

7.1 Life Saving Rules

In the interest of promoting a safe and healthy working environment, the Eskom Executive Committee has approved the implementation of life saving rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.

The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour proactively.

These rules are determined beforehand to enable the organisation to clearly communicate the established Life Saving Rules and how to deal with non-compliance to the workforce prior to the Implementation of such rules.

Failure by any person or Consultant engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences (including being refused access to site), These actions include termination of service of an individual and even blacklisting of consultant not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

Eskom Life Saving Rules are:

Rule 1: Open, Isolate, Test, Earth, Bond and/or insulate before touch

Rule 2: Hook up at heights Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Ensure that you have a permit to work

8 SUPPLIER DEVELOPMENT AND LOCALISATION TARGETS

A SD&L plan is to be submitted within 30 days of contract signing, and once accepted will form part of the contract documentation.

9 Other constraints

9.1 The following additional constraints regarding the task orders apply:

- The Employer has the right to instruct the Consultant to remove any employee due to non-performance. The Employer must provide reasons to the Consultant for his instruction to remove an employee. The Consultant is required arranging that, after one day, the employee has been removed from site.
- For early termination of the task order a calendar month notice will be provided by the Employer.
- No notice from the Employer is required where the term of the task order is not changed.

9.2 Working on the Employers property

The Employer's sites are classified as National Key Points and access is controlled and regulated by law. Sites such as Koeberg Nuclear Power Station have very strict entrance requirements and allowances for security clearance checks and processes of about two hours need to be made by Consultants requiring access at the sites. The taking of photographs is prohibited at all sites and special permission shall be required if necessary for the provision of Services. Persons under the influence of intoxicating substances and alcohol are strictly not permitted to enter the Employer's premises. All persons entering or leaving the Employer's premises may be subjected to physical security checks including alcohol tests.

In addition to the above there may be other restrictions applicable on sites and Consultants shall be required to always comply. Temporary Access Permits may be arranged for a limited number of the Consultant's Key Persons who require frequent access to the Employer's premises for purposes of delivering the Services which may include the attendance of regular meetings.

10. Things provided by the Employer

The Employer shall provide special software and access to systems, training, tools, and guidance on requirements specific to the Employer that are not common in the industry to enable the Consultant to deliver the services as required by the Employer.

11. Human resource management

All employees' credentials and qualifications will be verified aligned to the ERI job profile per role before employment. All consultant employees must fulfil the Employers minimum requirements as per the job profile. All new employees will go through an interview process arranged by the consultant before employment. Employees will be entitled to all statutory leave provisions as per the BCEA. All leave applications will be billed to the client as and when the Employee takes the leave; the Client will further absorb the annual leave balance or liability upon voluntary termination of employment by the employee.

12. Travel and subsistence expenses, Rates, Tools, and software

- All travel not stated on the Task Order will need to be pre-approved by the Employer
- All claims must be accompanied by detailed supporting documents and must be claimed within one calendar months of incurrence.