



NEC3 Professional Services Contract (PSC3)

**Contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)**

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

**for Designs of Tutuka Fire Protection System Pumps
Upgrade.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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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]	[•]

C1.1 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:

Designs for Tutuka Fire Protection System Pumps Upgrade.

The tenderer, identified in the Offer signature block, has

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 @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(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

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		
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)

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Claus e	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A : Priced contract with activity schedule W1: Dispute resolution procedure X2 Changes in the law X5: Sectional Completion X7: Delay damages X9: Transfer of rights X10 <i>Employer's Agent</i> X18: Limitation of liability X20: Key Performance Indicators Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	None
11.2(9)	The <i>services</i> are	Designs of Tutuka Fire Protection System Pumps Upgrade

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

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

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	2 weeks
13.6	The <i>period for retention</i> is	N/A

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	Access to	Access date
		1 Pump House and Auxiliary Engineers	As per accepted program

3 Time

31.2	The <i>starting date</i> is.	TBC		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	TBC		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Designs of Tutuka Power Station Fire Protection pumping system	As per accepted program
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	One weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Two weeks		

4 Quality

40.2	The quality policy statement and quality plan are provided within	1 weeks of the Contract Date.
42.2	The <i>defects date</i> is	52 weeks after handover of the main works.

5 Payment

50.1	The <i>assessment interval</i> is	between the 25th & 26th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		As per price List	As per price List

51.1	The period within which payments are made is	30 Days after Invoicing.
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.
81.1	The amounts of insurance and the periods for which the Consultant maintains insurance are	

Event	Cover	Period following Completion of the Whole of the services Or earlier termination
Liability for failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services	Whatever the Consultant deems necessary in respect of each claim, without limit to the number of claims	
death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property arising from or in connection with the Consultant's Providing the Services.	Whatever the Consultant 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 Consultant 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 Consultant's 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 Consultant deems necessary
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	

A	Priced contract with activity schedule	
21.3	The Consultant prepares forecasts of the total expenses 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	
X2	Changes in the law	
X2.1	The law of the project is	The law of the Republic of South Africa which applies to the Consultant's Providing the Services.
X5	Sectional Completion	

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:	<i>section</i>	<i>description</i>	<i>completion date</i>
		1	Designs of Tutuka Fire Protection System Pumps Upgrade	As per accepted programme
X5 & X7	Sectional Completion and delay damages used together.			
X7	Delay damages			
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.25% per day up to a maximum of 10% of the contract price.		
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 <i>Employer's Agent</i>			
X10.1	The <i>Employer's Agent</i> is			
	Name:			
	Address	Tutuka Power Station Bethal/ Standerton Road Standerton		
	The authority of the <i>Employer's Agent</i> is	to carry out all the actions of the Employer in this contract		
X11	Termination by the <i>Employer</i>		There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.	
X18	Limitation of liability			
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:			
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices		
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the <i>services/task</i> order.		
X 20	Key Performance Indicators		Refer to the table below for KPI. Note that no incentives will be given by the employer.	

	KPA	weight	KPI	Score
1	Program Submission	30%	Program submitted in 2 weeks	Score = 5
			Delays in program submission from 1-5 days	Score = 3
			Delays on submission for more than 5 days	Score = 0
2	Schedule Compliance	20%	Delivery of goods as per approved program	Score = 5
			Late delivery of goods	Score = 0
3	Early warnings	25%	No early warning issued in 6 months interval	Score = 5
			1 early warning issued in 6 months interval	Score = 2
			More than 2 early warnings issued	Score = 0
4	Customer Satisfaction	25%	Customer happy with service	Score = 5
			Customer not happy with service	Score = 0

Z	The Additional conditions of contract are Z1 to Z14 always apply.
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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 *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.

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 Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
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.

- 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*

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		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Pumps house	As per accepted schedule
		2	

		3	
31.1	The programme identified in the Contract Data is	Microsoft projects	
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	<i>The 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*

Use this page as a cover page to the *Consultant's activity schedule* or include here in this format:

Item No.	Activity description	Price (excl VAT)
1	Travel to and from site	
2	Site measures	
3	Design drawings	
4	Supervision of design	
5	Technical Write up	
6	Prepare budget pricing for submittal	
7	Submit Design for approval	
8	P&G	
	Total of the Prices	

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

Remember to state whether the *staff rates* and *expenses* exclude or include VAT.

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT
1	Civil Engineer (Design)	
2	Electrical Engineer (Design)	
3	Professional Engineer (Design)	
4	Project Manager	

The *expenses* are:

No.	Expense item	Amount / rate excluding VAT

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

C3.1: EMPLOYER'S SCOPE

Contents

1 Description of the services

1.1 Executive overview

The conceptual design for the upgrading of Tutuka Power Station Fire Protection pumping system. The existing Mather+Platt pumps installed since the inception of the power station will be replaced with improved capacity pumping system that meets the worst-case scenario fire water demand. Guided by the Fire Protection System Water Demand – Worst Case Fire Scenario Methodology Position Paper document approved in 2018 - 474-11504, in February 2020, Tutuka station developed its "Fire Protection System Demand – Worst Case Scenario" report. One of the key findings was that Tutuka Power station cannot meet the worst-case fire demand and recommendations can be found on Tutuka Worst Case Scenario Report - 15GEN ENG – 751. During this assessment the following were the findings:

- Tutuka Power station worst case is Turbine Underfloor Area with a
- Worst case fire demand of 18876.85 lpm at 991.66 kPa.
- Two duty diesel driven fire pumps running in parallel can supply a maximum water flow of 13 930.57l/min at a discharge pressure of 579.08kPa.
- Two duty electrical driven fire pumps running in parallel can supply a maximum water flow of 13 845.73l/min at a discharge pressure of 581.28kPa.
- The existing fire pumps are not capable to support the worst-case fire scenario requirements (under turbine fire area).
- The existing usable water storage capacity of 2 000m³ (1hr and 54min) is not capable to support the worst-case fire scenario water storage of 2 265.22m³ (2hrs).
- The existing ring main is capable to support the worst-case fire scenario water demand as the water velocity in the pipe of 2.5m/s is less than the recommended maximum of 3m/s

The design baseline fire system originally installed for the power station, i.e., 100% supply from 2x electrical pumps and 100% supply from 2x diesel pumps, was designed and built to support the generator transformer fire protection system with manual firefighting intervention, which at the time was defined as the worst-case fire scenario. After the installation of the turbine underfloor fire protection system the worst-case fire scenario water demand of the power station increased, but the fire pumps were never upgraded to support the increase.

This situation poses a risk of damage to property and personnel injury/death in the event of uncontrollable fire at turbine underfloor area. To mitigate the risk, four options were evaluated and an option of upgrading the existing fire protection pumping system was decided on. The chosen option is meant to ensure that Tutuka fire system pumping capabilities can meet fire water demand at Turbine underfloor in the event of uncontrolled fire. This will be achieved by two electrical pumps running in parallel at 100% and having two diesel fire pumps as standby also achieving the flow requirements when running in parallel at 100%.

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
Abbreviation	Description
ASIB	Automatic Sprinkler Inspection Bureau
BMS	Building Monitoring System
CCCC	Central Change Control Committee
DOL	Direct – On - Line
KPA	Kilopascals
NFPA	National Fire Protection Association
MCC	Motor Control Centre
VFD	Variable Frequency Drive
PLC	Programmable Logic Controller
QCP	Quality Control Plan
SANS	South African National Standard
SCADA	Supervisory Control and Data Acquisition

2 Specification and description of the services

See attached scope of work.

2.1 Stage 1 Preparation

After the installation of the turbine underfloor fire protection system the worst-case fire scenario water demand of the power station increased, but the fire pumps were never upgraded to support the increase. This situation poses a risk of damage to property and personnel injury/death in the event of uncontrollable fire at turbine underfloor area.

To address this problem, chosen concept design option shall meet worst-case fire demand of 18,876.85l/m @991.66kPa. It shall consist of two main electrical driven pumps and two diesel back-up pumps with similar capacity. Two new electrical driven jockey pumps to maintain minor pressure losses will be installed to preserve the main pumps from running all the time resulting in premature wearing of components. The main pump types should be of centrifugal horizontal split casing type. The supply to the pumps will still be from the existing portable and raw water tanks.

The pumps layout will remain the same, they will still be getting suction from the same manifold and discharging to the same manifold. From the discharge manifold, fire water will still be distributed via the 3 x main ring piping (Outside Plant, Turbine and Boiler).

The works is to assess the existing fire pumping system, design an upgraded system that meets worse-case scenario of **18,876.85l/m @991.66kPa** and deliver approved designs to Tutuka Power Station.

2.2 Stage 2 Concept

The concept design preferred option is to upgrade the existing pumps and their accessories with improved capacity pumps to match the current worst-case scenario fire water demand.

The scope consists of designing the new pumping system (motor and pumps) that will deliver 18876.85 lpm at 991.66 kPa.

- The pumps, drivers, controllers, and auxiliary equipment must be F.M. Approved.
- The pump is to be centrifugal horizontal split casing type with casing air release valve.
- 2 x Main electrical motor driven pumps (complete unit with new motor)
- 2 x standby diesel engine driven pumps (complete unit with new motor)
- 2 x electrical motor driven Jockey pumps (complete unit with new motor)
- Control panels shall be updated to accommodate new pumps output.
- Adjustments on piping where necessary shall be done.
- Alarms, protections, indicators, suction strainer and valves as per NFPA20 standard.
- Cable routing.

2.3 Stage 3: Design development

- Must meet worst-case fire demand in terms of flow and pressure.
- The system must be reliable.
- Interface to the existing piping.
- It should be able to be operated locally and remotely.
- Spares must be locally available for quick repairs.

- The system must operate until the end of the station life.
- New design must have approved data sheets, material and performance certificate.
- Maintenance and operating manuals.
- New drive train bases, C&I and electrical controls.
- The design must allow for the execution of required statutory test during service life.
- Approved final drawings as part of hand over documents.

2.4 Stage 4: Production information

The *Consultant* to submit the estimated price to perform the quality control and assurance during the execution of the works. The quotation or estimated price separately and it shall not form the part of scope of work in this *Contract*, as the execution of such works is dependent on when the *Employer* appoints the *Contractor* to conduct the repair works.

2.5 Stage 5: Manufacture, Installation and Construction Information:

N/A

2.6 Stage 6: Post Practical Completion.

The consultant will oversee the construction of works.

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

3.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____	Projects boardroom	Consultant
Overall contract progress and feedback	Monthly on _____ at _____	Projects boardroom	<i>Employer's Agent</i> , <i>Consultant</i> and [•]__

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

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

3.2 Consultant's key persons

System Designer must be ECSA registered and specialize in hydraulic system design and modelling. The design company must also be certified to design fire protection systems.

3.3 Provision of bonds and guarantees

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

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

3.4 Documentation control and retention

3.4.1 Identification and communication

Contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself

3.4.2 Retention of documents

None

3.5 Records and forecasting of expenses

Forecast rate of invoice must be submitted the employer before signing the contract.

3.6 Records and forecasting of the Time Charge

Any change to the forecast must be communicated in writing

3.7 Invoicing and payment

Clause 50.2 states invoices submitted by the *Consultant* include the details stated in the Scope to show how the amount due has been assessed.

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

[List them]

The *Consultant* shall address the tax invoice to _____ and include on it the following information:

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

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

3.8 Contract change management

The following forms will be used in this contract.

- 11 2 (10) Risk register
- 15 1 Early warning by Contractor
- 15 1 Early warning by Employer
- 30. 2 Completion certificate
- 41 1 Notification of Defect by Contractor
- 41 1 Notification of Defect by Employer
- 61 1 CE notice by Employer
- 61 2 CC RFQ by Employer
- 61 3 Termination

3.9 Inclusions in the programme

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

3.10 Quality management

3.10.1 System requirements

- The supplier is required to complete and sign Form A, which outlines the Enquiry, Contract, and Quality Requirements in accordance with Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001.
- A quality method statement must be submitted, aligned with ISO 9001, detailing specific approaches related to the scope of work. This statement should comprehensively address the supplier's business management processes, ensuring consistent fulfilment of Eskom's requirements.
- The supplier shall provide a signed and approved quality policy, which is aligned with the supplier's strategic direction and documented accordingly.
- A copy of the supplier's quality objectives must be submitted as documented information.
- The supplier must submit documented information regarding the Control of Externally Provided Processes, Products, and Services to ensure effective oversight and compliance.
- The supplier is required to provide documented information defining roles, responsibilities, and authorities specific to the project, scope of work, and technical requirements. Relevant documentation includes but is not limited to organization charts, job descriptions, work instructions, duty statements, manuals, and procedures.

3.10.2 Information in the quality plan

Consultant provide a quality policy statement and quality plan which complies with requirements stated in the Scope

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

3.11.1 *Employer's* purpose for the material

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

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

The *Consultant* is not allowed to use material provided by him for this contract on other work.

3.11.3 Transfer of rights if Option X 9 applies

N/A

3.12 Management of work done by Task Order

N/A

3.13 Health and safety

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

The contractor/supplier shall at all times comply with the Eskom's Occupational Health and Safety (OHS), legal and other requirements as amended for the duration of the contract. In addition, the contractor shall comply with the requirements contained in the OHS Specification/requirements 32-726-03T(1075912307). Eskom reserves the right to terminate the contract, if the contractor/supplier has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance. No work may begin until the Health and Safety file has been approved by Tutuka OHS personnel. For the length of the contract, the contractor shall adhere to Tutuka Power Station OHS, legal, and other requirements, as amended.

The *Contractor* complies with the following:

- Tutuka Power Station Health and Safety Standards as per Tutuka Power Station Health & Safety Specifications for *Contractors* 32-726-03T (1075912307) attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderers to compile a Health & Safety plan that has to be approved by the Employer prior to commencement of work.
- Compliance with Eskom Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Tutuka Risk Management Department

Employer's site regulations as stipulated in Form 32-726-03T (1075912307), covering the following:

- Storage of material
- Safety precautions and fire prevention
- Permits to work if applicable.

Health and Safety Plan

The following is required after contract award:

The *Contractor* compiles a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

Proof of the contracting company's own Health and Safety Policy

Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993

Proof of Risk Assessments regarding Hazards identified and proof of training of own employees regarding controls derived from the risk assessment

Proof of Safe Work Procedures that derived from the Risk Assessments

Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site

Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company

Proof of an Induction Program (it is advised that the Tutuka SHE Rules as a Guide) and an attendance register signed by its employees prior the commencement of any construction work on site.

Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid —one year. May only have been issued by an occupational health practitioner)

Proof of *Contractor* Health and Safety Rep Inspections regarding its own site and where detached work is performed

Proof of Personal Protective Equipment (PPE) issued to *Contractor's* employees.

Proof of contracting company's Accident/Incident Reporting and Investigation System

Proof of checklists and where applicable test certificates, regarding *Contractor's* tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act

A "Section 37(2) Agreement with Mandatory" needs to be drawn up by the Employer and cosigned by the *Contractor* before work can commence

The *Contractor* shall ensure that his *Subcontractors* do also have a Health and Safety File and that it must be accepted by the *Contractor*.

The Safety Officer employed by Tutuka Power Station will audit these Health and Safety Plans to ensure compliance with the provisions of the Act.

SHE Documentation Required from the *Contractor* at Tender

The Contractor provides the following documents in terms of Health, Safety and Environmental performance with the tender. Should the Contractor not provide this information it will be assumed That it does not exist:

Letter of good standing with COID or any insurance body

An Organogram indicating the names of all persons that will hold legal appointments on the project in terms of the Act

The expected roles, responsibilities and authority of those who are proposed to receive legal appointments

Provide an overview of the system / program that is utilized to manage Safety, Health and Environment

Annexure B

H&S costing

Baseline OHS risk assessment

OHS policy (must be signed)

Proof of OHS competency

Occupational Health and Safety Act 1993, Section 37

The Contractor complies with the following:

The Occupational Health and Safety Act, 1993, and all Regulations made there under.

All Employer Safety and Operating Procedures, which are attached hereto.

The Contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety

training to ensure that they can comply therewith.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

Employer may, at any stage during the currency of this agreement be entitled to:

- Do safety audits at the Contractor's premises, its work places and on its Employees.
- Refuse any Employees, Subcontractor or agent of the Contractor access to its premises if such person are found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- Issue the Contractor with a work stop order or a compliance order should Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its Employees, Subcontractors or agents. Stoppages of this nature will not constitute a compensation event.

Occupational Health and Safety Act 1993 additional information

- The Medical Station is available on site during normal working hours. The after-hours emergency telephone number is 017 749 5400 or from a Tutuka phone the extension is 5400 that can be phoned for assistance.

Project will adhere to the requirements of the applicable South African Legislation, Eskom Tutuka Power Station Policies, Procedures and Processes. Prior to the Execution of activities, Eskom will provide the Appointed Contractor with a Baseline Risk Assessment as well as OHS Specifications for Contractors for the project.

The Appointed Contractor will be required to provide an Occupational Safety and Health Plan (OHS) based on the Client documented OHS Specification. The OHS Plan will be reviewed by representatives of Tutuka Project Management and Safety Department.

During the compilation of the Safety file, the Appointed Contractor will be required to use a SHEQ Contractor checklist that will be provided by the Employer. The SHEQ File will be reviewed by Tutuka Safety Officer. If areas for improvement are applicable, for all the documents submitted by the Contractor this will be communicated to the contractor and the contractor will require to address the comments. ALL contractor documents must be approved by the client (Eskom) prior to work being executed. The OHS plan shall provide details as to the management of specific aspects as identified within the Client OHS Specification requirements. i.e., creation and implementation of pro-active and reactive plans to effectively address emergency, the emergency communications procedure, incident investigation reports

First aid

The *Contractor* shall provide First Aid services to his employees and sub-*Contractors*. In the case of severe or serious injury, to his employees and sub-*Contractors* the *Employer's* Medical Centre and facilities will be made available and accessible to such persons.

[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 OHS Specifications.

3.14 Procurement

3.14.1 BBBEE and preferencing scheme

A per SDL&I requirements.

3.14.2 Other constraints

Sub-consultants may only access the pumps and Coffee shop.

3.14.3 Preferred subconsultants

N/A

3.14.4 Subcontract documentation, and assessment of subcontract tenders

The agreement on contract between main consultants and subconsultants must be NEC3 professional services contract.

3.14.5 Limitations on subcontracting.

None

3.14.6 Attendance on Subconsultants

Subconsultants can attend meeting with or on behalf of the main consultants

3.15 Correction of Defects

Permit to work must be obtained by the consultant before conducting any work.
Any mistakes or defects on the designs must be rectified before acceptance

3.16 Working on the *Employer's* property

- 4 This part of the Scope addresses constraints, facilities, services and rules applicable to the *Consultant* whilst he is doing work on the *Employer's* property. Delete this section if not applicable

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

Consultant personnel must have police clearance.
Medical examinations
Tutuka Power station induction
Access permit to be worn all the time

4.1.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Subconsultants. State that the *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.
Normal working hours are from 07 to 16h00.

4.2 Cooperating with and obtaining acceptance of Others

The cross reference from core clause 23.1 about cooperation generally as well as details about Others with whom the *Consultant* may be required to work.

2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies

4.3 Things provided by the *Employer*

The employer provides water at the tap.

Electrical power.

Establishment space

4.4 Cataloguing requirements by the *Consultant*

N/A

5 List of drawings

5.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title