



## NEC3 Professional Services Contract (PSC3)

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

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

**for PROVISION OF ASH DAM SAFETY MONITORING  
FOR A PERIOD OF 36 MONTHS AT KOMATI POWER  
STATION**

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**Contents:**

**Part C1 Agreements & Contract Data**

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**CONTRACT No. [Insert at award stage]**

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## **PART C1: AGREEMENTS & CONTRACT DATA**

<b>Document reference</b>	<b>Title</b>	
<b>C1.1</b>	<b>Form of Offer &amp; Acceptance</b>  [to be inserted from Returnable Documents at award stage]	
<b>C1.2a</b>	<b>Contract Data provided by the <i>Employer</i></b>	
<b>C1.2b</b>	<b>Contract Data provided by the <i>Consultant</i></b>  [to be inserted from Returnable Documents at award stage]	
<b>C1.3</b>	<b>Securities proforma</b>	

### PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's Scope</i>
C3.2	<i>Consultant's Scope</i>

**C1.1 Form of Offer & Acceptance**

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

**Komati Power Station Water and Ash Dam monitoring. (For period of 3 years)**

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	<b>R</b>
Value Added Tax @ 14% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

If Option E or G apply, for each offered total insert in brackets, “(Not Applicable – Cost reimbursable)”

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s):

Name(s): \_\_\_\_\_

Capacity: \_\_\_\_\_

**For the tenderer:** \_\_\_\_\_

Name & signature of witness  
(Insert name and address of organisation)

Date

[Empty rectangular box for signature or 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  
Name & organisation)*  
signature of \_\_\_\_\_ Date: \_\_\_\_\_  
witness: \_\_\_\_\_

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.

**1..1.1 For the tenderer:**

**1..1.2 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**

1. Where the symbol “[●]” is used data is required to be inserted relevant to the clause and statement which requires it.]

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

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and [www.ecs.co.za](http://www.ecs.co.za)

	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>	
11.2(9)	The <i>services</i> are	<b>Komati Power Station Water and Ash Dam monitoring. (For period of 3 years)</b>	
11.2(10)	The following matters will be included in the Risk Register	<b>Communication, recommendations, acceptance and rejections by the Employer's Agent and the Consultant</b>	
11.2(11)	The Scope is in	<b>Part 3: Scope of Work</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>3 days</b>	
13.6	The <i>period for retention</i> is	<b>1 year following Completion</b>	
<b>• 2</b>	<b>The Parties' main responsibilities</b>		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1 Komati Power Station Dams</b>	<b>once off</b>
<b>3</b>	<b>Time</b>		
31.2	The <i>starting date</i> is.	<b>TBA</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	<b>TBA</b>	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Adherence to the scope work</b>	<b>TBA</b>
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>On award</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 days</b>	
<b>4</b>	<b>Quality</b>		

40.2	The quality policy statement and quality plan are provided within	<b>7 days of the Contract Date.</b>	
42.2	The <i>defects date</i> is	<b>2 weeks after Completion of the whole of the <i>services</i>.</b>	
<b>• 5</b>	<b>• Payment</b>		
50.1	The <i>assessment interval</i> is	<b>30 day of each successive month.</b>	
51.1	The period within which payments are made is	<b>14 / 30 days after receipt of invoice.</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>	
51.5	The <i>interest rate</i> is	<b>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>	
<b>7</b>	<b>Rights to material</b>	<b>Previous report depending on n available and maintain confidentiality</b>	
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>
	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>	<b>Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims</b>	<b>See Notes to Consultants in Annexure A</b>

	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.	<b>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.</b>	<b>See Notes to Consultants in Annexure A</b>
	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	<b>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</b>	<b>As <i>Consultant</i> deems necessary</b>
81.1	The <i>Employer</i> provides the following insurances	<b>as stated for "Format PSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>	
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	<b>The total of the Prices</b>	

9	<b>Termination</b>	<b>When the Consultant is incapable of delivering the service as per the agreement and on contract expiry.</b>
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with activity schedule</b>	
21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	<b>1 week.</b>
11	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
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	<b>South Africa - Johannesburg</b>
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	<b>Data for secondary Option clauses</b>	•

<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the project is	<b>The Law of South Africa</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	<b>R2 500,00 per day</b>
<b>X9</b>	<b>Transfer of rights</b>	<b>All the documentation as stipulated on the on the scope work.</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	<b>The <i>Employer's Agent</i> is</b>	
	Name:	<b>Mapula Molaoa</b>
	Address	<b>Komati Power Station</b>
	The authority of the <i>Employer's Agent</i> is	<b>Samuel Dooka</b>
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>When the Consultant is incapable of delivering the service as per the agreement and on contract expiry.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.00 (Zero Rand)</b>
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:	<b>The total of the Prices</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the <i>services/task order</i>.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Consultant</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Consultant</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted	

	into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
<b>Z2</b>	<b>Joint ventures</b>
Z2.1	If the <i>Consultant</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Consultant</i> in writing.
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.
Z3.4	Failure by the <i>Consultant</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.



<b>Z4</b>	<b>Confidentiality</b>
Z4.1	The <i>Consultant</i> 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 <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Consultant</i> disclose information to Others in terms of clause 23.1, the <i>Consultant</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i> .
Z4.3	In the event that the <i>Consultant</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Consultant</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Consultant</i> 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 <i>Employer's</i> project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the <i>Employer</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
<b>Z5</b>	<b>Waiver and estoppel: Add to core clause 12.3:</b>
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> 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.
<b>Z6</b>	<b>Provision of a Tax Invoice. Add to core clause 51</b>
Z6.1	The <i>Consultant</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
<b>Z7</b>	<b>Notifying compensation events</b>
Z7.1	Delete from the last sentence in core clause 61.3, “unless the <i>Employer</i> should have notified the event to the <i>Consultant</i> but did not”.

<b>Z8</b>	<b>Employer's limitation of liability</b>
Z8.1	The <i>Employer's</i> liability to the <i>Consultant</i> for the <i>Consultant's</i> 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.
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**Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)**

Z10.1	If the <i>Consultant's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services.
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Z10.2	If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.
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**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 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 <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 <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Consultant</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Consultant's</i> obligation to Provide the Services for this reason.
Z 11.3	If the <i>Employer</i> terminates the <i>Consultant's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Consultant</i> ensures that the Committing Party co-operates fully with an investigation.

## 2 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](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies)***

***[From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies)***

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.

**PART 2: PRICING DATA**  
**PSC3 Option A**

<b>Document reference</b>	<b>Title</b>	
C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

PRICE LIST					
PRELIMINARIES AND GENERALS			QUANTITY	RATE	PRICE
Project Initiation Magement			1		
Health and Safety Requirements			1		
Review documents standard			1		
Sub-total					
PROFESSIONAL SERVICES					
Conduct monthly inspection at the ash dams and the meeting to discuss the operation and maintenance of the ash dams			36		
Prepares monthly inspections reports on the study of the monthly report generated by the ash dam contrator			36		
Two yearly arial survey and capacity study o the ash dam			3		
Performs slope stability analysis as and when required to quantify the risk on ash dams and other dams and advice the employer on safety risks and environmental riskswith recommendations			3		
Performs slope stability analysis as and when required to quantify the risks on ashdams and all other dams and advice the employer on safety risks and environmentalrisks with recommendations			3		

Perform all minor modification including drawings pertaining to the ash dam operations			1		
Update operations and maintenance manual to ensure that the dam contractor work to the latest changes in the taillings dam operation requirements			1		
Hazard classification as per SANS 10286			1		
Continous piezometer repaires 20 off			20		
Develop a mentorship and coaching progam for Komati Auxilliary Engineering department that will be implemented for the duration of the contract			1		
Quaterly progress report on mentorship			12		
Once penstock design for Asbestos site for decommision at Komati and installation			1		
Once penstock design for Asbestos site for decommision at Komati and installation			1		
Quartely station drain inspection			12		
<b>TOTAL PRICE A + B</b>					



## C2.1 pricing assumptions: Option A

### 3 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)).

### 4 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.

### 5 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*.

### 6 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.

## **7 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.

## **8 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.

## C3.1: Employer's scope

### Contents

#### 1. Introduction

Komati power station comprises of a number of dams ,which are required to be monitored and inspected as per station licence requirements. The majority of the dams are water dams and an ash dam which are namely as follows:

- Lake Stoffel : 6000m<sup>3</sup>
- Lake Finn : 4000m<sup>3</sup>
- 3<sup>rd</sup> Recovery : 1000 000m<sup>3</sup>
- Ash Water Return Dam : 120 000m<sup>3</sup>
- Raw Reservoir's : 200 000m<sup>3</sup> 4 in total
- Ash Dam (Dam 1 and 2) :493 900m<sup>3</sup>
- 3D sumps (mini AWRs) :2000m<sup>3</sup>

It should also be noted that the inspector be an Approved Professional Person(APP) as defined in section 117(a) of the National Water Act, 1998(Act 36 of 1998) (hereafter the Act) as a person registered as a professional person with the Engineering Council of South Africa (ECSA), and approved by the Minister after consultation with ECSA.

## 2. SUPPORTING CLAUSES

### 2.1 Scope

#### 2..1 Purpose

The main purpose of the document is to fulfil the statutory requirement and ensure the dams are still operating in a safe manner and in terms of Regulations regarding the Safety of Dams in terms of Section 123(1) of the National Water Act (2012.)

#### 2..2 Applicability

This document is applicable to Komati Power Station.

#### 2..3 Effective date

The document is effective after approval by the relevant committee and authorised.

#### 2..4 Normative References

- [1] Occupational Health and Safety Act and Regulations 85 of 1993
- [2] ISO 9001 Quality Management Systems
- [3] National Water Act (2012)
- [4] SANS 10286

## 2..5 Informative References

- Definition

Client/Employer: The owner of Komati Power ,the Client will be represented by the Power Station or Plant Engineer

**APP:** Approved Profession Person as defined section 117 (a) of the National Water Act, 1998 (Act 36 of 1998) (hereafter the Act) as a person registered as a professional person with the Engineering Council of South Africa (ECSA), and approved by the Minister after consultation with ECSA.

- Abbreviations

Abbreviation	Explanation
ISO	International Standards Organisations
OHS Act	Occupational Health and Safety Act
SANS	South African National Standards
APP	Approved Professional Person

- **Roles and Responsibilities**

The appointed service provider is required to conduct the inspections and issue a detailed report with recommendations. The client will implement the recommendations from the report to ensure that proper maintenance is carried out on all the Dams.

- **Process for Monitoring**

The appointed service is required to issue a report and form database which will be used as a monitoring programme for the client to ensure proper tracking of the recommended repairs by the contractor.

- **Related/Supporting Documents**

- Not applicable

## 3. SCOPE OF WORK

The scope of work is broken down into section covering all the water dams and the ash dam facilities. Hence the appointed service provider should be well versed with both ash dams and water dams. It is imperative that the consultant appoint an APP that is in line with each type of a dam. The client will provide all necessary information regarding the dams and previous reports if needed.

### Deliverable:

- The Consultant must take full responsibility of reporting on Komati Power Station Ash: 3D dam and Old dam as described in SANS 0286: 1998.

- The consultant must take full responsibility for reporting on the safe operation of the Ash water return dams.
- The Consultant must provide ongoing guidance to Komati Power Station on requirements of SANS 0286, to ensure compliance at all aspects and keep up to date with Dam Safety Office regulations.
- Conduct monthly inspection at the ash dams and chair the meeting to discuss the operation and maintenance of the ash dams.
- Prepares monthly inspections reports based on the study of the monthly report generated by the ash dam contractor.
- Performs slope stability analysis as and when required to quantify the risks on ash dams and all other dams and advice the employer on safety risks and environmental risks with recommendations.
- Ensure that the ash dam's structural integrity is not compromised in any way by any action.
- Provide advice on any actions deemed necessary to ensure the long term health of the ash dam and all other dams.
- Perform all minor modification including drawings pertaining to the ash dam operations and other dams.
- Execute the necessary geotechnical testing in order to quantify the strength parameters of the ash.
- Develop and assist in an overall operational strategy to coordinate activities between engineering, maintenance and operating functions.
- To review the current life cycle plan of the Ash Dam and to develop an operational strategy in terms of the capacity and rate of rise of the ash dam.
- Develop implementation strategies in the context of how to fix defects and potential defects for ash dams and other dams
- Review all existing emergency procedures and where none exist to compile one
- Preparation of a Dam Safety Inspection Report (to be submitted to the DWS Dam Safety Office) for the dams
- When required to do investigations with recommendations to improve the operation of the Ash Dam.
- Update the operations and maintenance manual to ensure that the ash dam contractor work to the latest changes in the tailings dam operation requirements.
- To monitor the rate of rise as well as the capacity of the Ash Dam and to submit 3 monthly reports.
- Analyse the current and future ash line configuration around the ash dam and to do recommendations.
- Assess distress signs such as cracking, wet spots on the downstream face, and critical settlement
- Install instrument, if possible, on the embankment or foundation to monitor changes which may be critical to stability and in order to help predict unstable conditions.
- Conduct an Aerial Survey for the ash dams every year.
- Develop a mentorship and coaching program for Komati Auxiliary Engineering Department that will be implemented for the duration of the contract.
- The mentorship program must include involving Komati Auxiliary Engineering Department in all designs, inspections and investigation undertaken.
- Hazard classification as per SANS 10286
- Continuous piezometer repairs 20 off
- Provision of civil engineering services for the ash and water dams at Komati Power Station

- Monthly Inspection reports and minutes of monthly meetings (this include the low Investigation reports with recommendation as and when required. Design and design report with drawings as and when required)
- Quarterly progress report on mentorship and coaching program
- Once-off penstock design for Asbestos site for decommissioning at Komati Power Station and installation
- Once-off piezometer design for Asbestos site for decommissioning at Komati Power Station and installation
- Quarterly station drain inspection

## 9 Description of the *services*

- **Executive overview**

The main purpose of the document is to fulfil the statutory requirement and ensure the dams are still operating in a safe manner, as per the Statutory Dam Safety Inspections and stability assessment in terms of Regulations regarding the Safety of Dams in terms of Section 123(1) of the National Water Act (2012.)

- **Interpretation and terminology**

As per the NEC3 Professional Service Contract.

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

## 10 Specification and description of the *services*

The content of this section is the meat of the scope of work and will depend on the nature of the *services* required. The *Consultant* may be appointed for a wide range of duties. The range is almost limitless but would typically include:

Provide services of an advisory or specialist nature.

Conduct training on an ad hoc basis.

Manage a service or facility on behalf of the *Employer*.

Develop a software application and then implement it throughout the *Employer's* organisation.

Act as the architect for the design and supervision of a new building.

Act as the engineer for the design of a new project or structure.

Act as a cost engineer or quantity surveyor on a project.

Act as the *Employer's Agent* in terms of an PSC contract or as a project manager for a total project.

Act as the *Supervisor* in terms of an PSC contract.

Professional services contracts are by nature specialised and it would be impractical to prescribe formats here to cover such a wide range of duties as those listed above.

For engineering and construction services, document compilers are advised to consult a paper issued by CIDB entitled, “*A generic scope of work for services relating to construction works. 18 October 2006*”. This paper identifies a generic format as well as giving guideline scope of services for the appointment of members of the various statutory councils operating in South Africa such as ECSA, SACQSP, SACAP and SACPCMP.

The Construction Industry Council (UK) has developed a generic approach suitable for the appointment of most professional disciplines in the engineering and construction sector. This requires the Scope to be compiled for stages of the services associated with a project and is described on pages 1 and 3 of the above referenced paper. If this approach were to be followed, this section could be developed as follows:

- **Stage 1 Preparation**

Develop a strategic brief which defines project objectives, business need, acceptance criteria and the *Employer's* priorities and aspirations.

- **Stage 2 Concept**

Development of initial design which establishes the detailed brief, scope, scale, form and budget for the project culminating in the Concept Report

- **Stage 3: Design development**

Detailed development of approved concept to establish detailed form, character, function and cost plan (Design report)

Review Design Report for conformity with general design intent and *Employer's* requirements.

- **Stage 4: Production information**

Final detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction or the production of manufacturing and installation information.

- **Stage 5: Manufacture, Installation and Construction Information:**

Definition of the fabrication, manufacturing details and installation of all components. Review, for adherence to general design intent, the manufacture, installation and construction information prepared by others; and the construction of the Works

## **Stage 6: Post Practical Completion**



Deal with outstanding issues and feedback and assisting with familiarising Project users with the design of the works.

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

#### Management meetings

The *conditions of contract* (e.g. Clause 15.2) and other sections of this Scope may require that a meeting be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *services*, it is probably beneficial for the *Employer's Agent* to hold a weekly risk register meeting (Clause 15.2). This could be used to discuss compensation events, sub consulting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. The following text could be used as a model for this section:

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

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Overall contract progress and feedback	As and when required	<b>Komati Power Station</b>	<i>Employer's Agent Consultant and Engineer</i>

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

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

#### **Consultant's key persons**

State any additional constraining requirements on *Consultant's key persons* over and above those already stated in clause 22.1 or in the Contract Data. Such as need to notify contact details, leave and mentoring requirements where applicable. This section could be used to solicit an organogramme from the *Consultant* showing his people and their lines of authority / communication. This would be essential if the *Consultant* is a Joint Venture.

### **Provision of bonds and guarantees**

Not applicable.

### **Documentation control and retention**

Signed agreement between both parties (Employer and Consultant)

### **Retention of documents**

Eight years.

### **Records and forecasting of expenses**

Price list: Option A

### **Invoicing and payment**

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate. The *Contractor / Supplier / Consultant* shall address the tax invoice to

ESKOM HOLDINGS SOC LIMITED  
KOMATI POWER STATION  
PRIVATE BAG X  
BLINKPAN  
**2250**

and include on each invoice the following information:

- Name and address of the *Service Manager*;
- The Contract number and title;
- All Electronic invoices must be sent in PDF format only;
  - Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time;
  - The *Contractor's* e-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail);
- The Task Order number starting with 45\* series.
- *Contractor's / Supplier's / Consultant's* VAT registration number;

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

- The *Employer's* VAT registration number 4740101508;

- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- E-mail address for invoice submission:
- Local Eskom invoices: [invoicesseskomlocal@eskom.co.za](mailto:invoicesseskomlocal@eskom.co.za)
- Foreign Eskom invoices: [invoicesseskomforeign@eskom.co.za](mailto:invoicesseskomforeign@eskom.co.za)

#### **NOTES:**

- It is of the utmost importance and it is expected from the *Contractor(s)* to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.
- If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.
- For Foreign invoices, *Contractor* will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the *Contractor* have

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

- Tax Requirement
  - A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
  - An Invoice that was printed and then scanned to PDF by the *Contractor / Supplier / Consultant* is not acceptable as this is not an original tax invoice by SARS definition but a copy.
  - The following wording needs to appear on the invoice: “Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof.”
- If there is Cost Price Adjustment (CPA) on the *Contractor’s* invoice the *Employer* recommend that the *Contractor / Supplier / Consultant* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom through the park invoice report.

- The *Contractor* can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The *Contractor Consultant* are welcome to forward the details of invoices corrected to the FSS contact centre.
- *Contractor* do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the *Contractor / Supplier / Consultant* can then send the GR / SE number to the FSS contact centre.
- All queries and follow up on invoice payments should made by contacting the FSS Contact Centre:
  - Tel: 011 800 5060
  - e-mail: fss@eskom.co.za

### **Contract change management**

Not applicable

### **Inclusions in the programme**

As defined on scope of work.

### **Quality management**

#### **System requirements**

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope  
 . Include your requirements here

### **Information in the quality plan**

Inspections and monitoring shall be carried out on all the services to ensure that the quality of work is maintained at all times.

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

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

The main purpose of the document is to fulfil the statutory requirement and ensure the dams are still operating in a safe manner. And to register the category of the ash dam with the department as per the Statutory Dam Safety Inspections and stability assessment in terms of Regulations regarding the Safety of Dams in terms of Section 123(1) of the National Water Act (2012.)

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

Material can only be use for Eskom Power Station only.

### **Management of work done by Task Order**

Monthly assessment.

### **Health and Safety**

The *Consultant* shall also be required to compile a comprehensive SHE file with all the applicable documentation and appointments as per the requirements of the Construction Regulations, This file will have to be approved by the *Employer's* Safety Department before any work on site may commence,

The *Consultant* must ensure that after the SHE file has been approved all his personnel which will work on site attend a Health, Safety and Environmental Induction Course presented at the Power Station free of charge prior to commencement with the *Works*.

*Consultant* shall provide his employees with appropriate protective equipment's to handle waste produced on at Komati Power Station,

### **Procurement**

#### **BBBEE and preferencing scheme**

The *Consultant* is required to submit the valid BBBEE Certificate.

#### **Other constraints**

Signing of contract prior work commencement.

#### **Preferred sub-consultants**

Not applicable.

#### **Subcontract documentation, and assessment of subcontract tenders**

Not Applicable

#### **Limitations on subcontracting**

Not applicable

#### **Attendance on Sub-consultants**

Not applicable

#### **Correction of Defects**

Not applicable

#### **Working on the *Employer's* property**

Comply with Eskom Life Saving Rules and must attend Induction prior work commencement.

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

The *Consultant* must get permanent access cards at security. They must produce ID, medicals and induction forms.

**People restrictions, hours of work, conduct and records**

The *Consultant* is to provide the service during weekly working hours.

**Cooperating with and obtaining acceptance of Others**

The *Consultant* to communicate with the *Employer’s* as and when required in writing.

**Things provided by the *Employer***

Water and ablution facilities

**Cataloguing requirements by the *Consultant***

Not Applicable

**List of drawings**

**Drawings issued by the *Employer***

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

Drawing number	Revision	Title
Not Applicable		