



NEC3 Term Service Contract (TSC3)

**Between ESKOM HOLDINGS SOC Ltd
(Reg No. 2002/015527/30)**

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

for The provisioning of Institutionalised training for the period of 5 years on “an as and when required” basis at Eskom Distribution Gauteng

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and 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>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

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The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

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 *Contractor* 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.

Options A	The offered total of the Prices exclusive of VAT is	Rate based
	Sub total	Rate based
	Value Added Tax @ 15% is	Rate based
	The offered total of the amount due inclusive of VAT is ¹	Rate based
	(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 *Contractor* 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

Tenderer’s CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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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 Contractor 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: Service Information

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 1 Dale Road, Eskom Academy of Learning, Midrand

Name & signature of witness _____ Date _____

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

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Schedule of Deviations to be completed by the Employer prior to contract award

Note:

1. 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 _____

Name & signature of witness _____

Date _____

1 Dale Road, Eskom Academy of Learning, Midrand

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>_____</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X13: Performance Bond</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: Additional conditions of contract</p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	<p>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</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p> <p>[•]</p> <p>[•]</p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p> <p>Fax</p> <p>e-mail</p>	<p>TBC</p> <p>[•]</p> <p>[•]</p> <p>[•]</p> <p>[•]</p>
11.2(2)	<p>The Affected Property is</p>	<p>None</p>

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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11.2(13)	The <i>service</i> is	The provisioning of Institutionalised training for the period of 5 years on “an as and when required” basis at Eskom Distribution Gauteng
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • People: There is a risk of labour un-rest given the prevailing situation in South Africa • Skills Availability. • Authorisations • Safety: Injuries to employees due to lack of incident. Prevention programmes (SHE systems) • Contractor not complying to health and safety standards and legislation. • Environment: SHEQ Policy communication
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
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	5 Business days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 Years
4	Testing and defects	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
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th and 30th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks
51.4	The <i>interest rate</i> is	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 Limited (as certified, in the event

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of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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	Use of Equipment Plant and Materials	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	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
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 price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	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 ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration

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W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Midrand, South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12 Data for secondary Option clauses

X1	Price adjustment for inflation													
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>One month prior tender closing date.</p> <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="text-align: center; border-right: 1px dashed black;">propor tion</td> <td style="text-align: center; border-right: 1px dashed black;">linked to index for</td> <td style="text-align: center;">Index prepared by</td> </tr> <tr> <td style="text-align: center; border-right: 1px dashed black;">85%</td> <td style="text-align: center; border-right: 1px dashed black;">C3 Labour</td> <td style="text-align: center;">SEIFSA</td> </tr> <tr> <td style="text-align: center; border-right: 1px dashed black;">15%</td> <td style="text-align: center; border-right: 1px dashed black;">non-adjustable</td> <td></td> </tr> <tr> <td colspan="3" style="text-align: center;">100%</td> </tr> </table>	propor tion	linked to index for	Index prepared by	85%	C3 Labour	SEIFSA	15%	non-adjustable		100%		
propor tion	linked to index for	Index prepared by												
85%	C3 Labour	SEIFSA												
15%	non-adjustable													
100%														
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.												
X13	Performance bond													
X13.1	The amount of the performance bond is	To be determined by Eskom Finance department.												
X18	Limitation of liability													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)												
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event												
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 												
X18.4	The <i>Contractor'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 other than for the additional excluded matters.												

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		<p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[●] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* 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 *Contractor* 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 *Contractor* 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 *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* 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 *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

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- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* 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 P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, 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 *Contractor* 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 Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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, the *Service Manager* 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 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws

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and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 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 in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (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.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

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

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- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party’s employees, agents, or Subcontractors or Subcontractor’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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’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 *Contractor’s* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* 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 *Contractor’s* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor’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 *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

- Insurance cover** 83
- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

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INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property	The replacement cost where not covered by the <i>Employer’s</i> insurance. The <i>Employer’s</i> policy deductible as at Contract Date, where covered by the <i>Employer’s</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer’s</i> insurance. The <i>Employer’s</i> policy deductible as at Contract Date, where covered by the <i>Employer’s</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer’s</i> insurance. The <i>Employer’s</i> policy deductible as at Contract Date, where covered by the <i>Employer’s</i> insurance.
The <i>Contractor’s</i> liability for loss of or damage to property (except the <i>Employer’s</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor’s</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
--	--

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Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* 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 *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* 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 *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* 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.

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Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer’s</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* 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 *Contractor*, 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 *Contractor* may perform Parallel Measurements and related control measures at the *Contractor’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 *Contractor’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 *Contractor* 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 Contractor

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor’s</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor’s* plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

Description	Units	Quantity	Rate
ARPL training	Each	1	
Trade Testing	Each	1	
2nd Attempt	Each	1	
3rd Attempt	Each	1	
N 1-3	Each	1	
N 4	Each	1	
N 4	Each	1	
N 6	Each	1	
Wireman`s Licence training	Each	1	

Notes:

- Rates exclude VAT
- Rates will be fixed and firm for the first 12 months and escalations will be applicable there after using the formula below:

X1.1 The base date for indices is One month prior tender closing date.

The proportions used to calculate the Price Adjustment Factor are: proportion linked to index for Index prepared by

85% C3 Labour SEIFSA

15% non-adjustable

100%

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer’s Service Information</i>	
C3.2	<i>Contractor’s Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER’S SERVICE INFORMATION

Content

Part 3: Scope of Work	1	
C3.1: Employer’s service Information	2	
1	Description of the <i>service</i>	4
1.1	Executive overview	4
1.2	<i>Employer’s</i> requirements for the <i>service</i>	4
1.3	Interpretation and terminology	10
2	Management strategy and start up.	10
2.1	The <i>Contractor’s</i> plan for the <i>service</i>	10
2.2	Management meetings	11
2.3	<i>Contractor’s</i> management, supervision and key people	11
2.4	Provision of bonds and guarantees	11
2.5	Documentation control.....	11
2.6	Invoicing and payment.....	12
2.7	Contract change management	13
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	13
2.9	Insurance provided by the <i>Employer</i>	13
2.10	Training workshops and technology transfer.....	13
2.11	Design and supply of Equipment.....	13
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer’s</i> use	13
2.12.1	Equipment	13
2.12.2	Information and other things	13
2.13	Management of work done by Task Order	13
3	Health and safety, the environment and quality assurance	13
3.1	Health and safety risk management	13
3.2	Environmental constraints and management	14
3.3	Quality assurance requirements	14
4	Procurement	14
4.1	People.....	Error! Bookmark not defined.
4.1.1	Minimum requirements of people employed	Error! Bookmark not defined.
4.1.2	BBBEE and preferencing scheme	Error! Bookmark not defined.
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	Error! Bookmark not defined.
4.2	Subcontracting.....	Error! Bookmark not defined.
4.2.1	Preferred subcontractors	Error! Bookmark not defined.
4.2.2	Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
4.2.3	Limitations on subcontracting	Error! Bookmark not defined.
4.2.4	Attendance on subcontractors	Error! Bookmark not defined.
4.3	Plant and Materials	14
4.3.1	Specifications	14
4.3.2	Correction of defects	14
4.3.3	<i>Contractor’s</i> procurement of Plant and Materials	14
4.3.4	Tests and inspections before delivery	14
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	15
4.3.6	Cataloguing requirements	15
5	Working on the Affected Property	15
5.1	<i>Employer’s</i> site entry and security control, permits, and site regulations.....	15
5.2	People restrictions, hours of work, conduct and records.....	15
5.3	Health and safety facilities on the Affected Property	15
5.4	Environmental controls, fauna & flora.....	15
5.5	Cooperating with and obtaining acceptance of Others.....	15
5.6	Records of <i>Contractor’s</i> Equipment.....	15

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5.7	Equipment provided by the <i>Employer</i>	15
5.8	Site services and facilities.....	15
5.8.1	Provided by the <i>Employer</i>	15
5.8.2	Provided by the <i>Contractor</i>	15
5.9	Control of noise, dust, water and waste	16
5.10	Hook ups to existing works	16
5.11	Tests and inspections	16
5.11.1	Description of tests and inspections	16
5.11.2	Materials facilities and samples for tests and inspections	16
6	List of drawings	16
6.1	Drawings issued by the <i>Employer</i>	16

Description of the service

Executive overview

An Apprenticeship training is providing a pipeline of artisans to the business and enables EAL to train formal learners committed to through the stakeholder compact.

According to Government Gazette No: 39313 published on the 23 October 2015; Artisan Recognition of Prior Learning is an evaluation/assessment process which measures a candidate’s meaningful level of related work experience, integrated conceptual knowledge and work related technical and personal skills to facilitate access to a process that may lead to certification as an artisan. Artisan Recognition of Prior Learning Process is the formal activity of gathering all related trade specific experience in the form of a portfolio of evidence (POE) which forms the basis for the evaluation/assessment of a candidate’s readiness and the entry point of access to a process that may lead to access to a qualifying trade test and certification as an artisan.

Employer’s requirements for the service

Description of Service/ product that needs to be provided (Use high level and short text format), and if necessary, add a spreadsheet.

Institutionalized training contract to train and certify learners/candidates on Electrical Trade for Artisans in training (AiT) and permanent employees (ARPL candidates) in the Gauteng Cluster as and when needed.

1. Training of Apprentices (level 1-3), trade test preparation and trade test.
2. Training of Field staff in Electrical Engineering, trade test preparation and trade test
3. Training of employees on Nated courses (N1-N6) as and when required
4. Assess the gaps for Artisan Recognition of Prior Learning
5. Gap Closure for Artisan Recognition of Prior Learning
6. Wireman’s License

3. Motivation for the request

1. Competent formal learners for pipeline of Gauteng Cluster Technical workforce.

Formal learners are the pipeline for Eskom to build sustainable skills base of Technical Skills for continuity of the business objectives for operational sustainability. The training on this contract will enable Eskom to get qualified staff through the pipelining process to fill future Technical Positions which are the core of the Eskom business.

4. Benefits to Eskom

2. The training on this contract will enable Eskom to get qualified guardians to fill future scarce technical positions which is the core of the Eskom business.
3. The ARPL training is crucial in ensuring that Eskom meets part of its Stakeholder compact to train employees.
4. Eskom employees will be conforming to OHS Act and the Skills Development Act requirements.
5. to ensure safe work conditions.
6. Quality is ensured because training is accredited.
7. Stakeholder compact will be met.

8. Close the competency gap
 9. ensure a competent workforce.
5. Scope of work/supply
1. Provide QCTO accredited training and development as per apprenticeship curriculum level 1- 3 for Electrical Engineering as provided by Eskom.
 2. Provide QCTO accredited training and development as per ARPL Phase 1 to 4 for Electrical Engineering
 3. Provision of Nated courses which may be prerequisites for trade registration and/or National Diploma after completing the trade.
 4. Formative and Summative assessments on completion of modules and in accordance with QCTO ETQA standards.
 5. Have established Quality Management System that meets QCTO and SAQA requirements
 6. Learning environment and learning interventions that are non-discriminative and conducive to learning.
 7. Learners with special needs are considered in the design of learning interventions.
 8. Supply related and module aligned training material and assessments.
 9. Submit reports on learners’ progress monthly – learner feedback.
 10. Moderation of POE’s for submission to QCTO.
 11. Signed-off Scope of work/supply
 12. To provide Training (as per SAQA and relevant legislative requirements) to all formal Eskom’s operating units on
 13. the listed subjects.

Training for Formal learners according to the following course content.

COURSE CONTENT

MODULE	HOURS	CONTENT
CCD	2	Course Control Document
UP – T	5	Convert units and prefixes
MA – T	12	Explain electromagnetism
EU – T	15	Analyse electrical units
PS – T – 1	4	Explain single phase power supplies
PS – T – 2	4	Explain three phase power supplies
EM - T – 1	5	Explain the use of electrical measuring instruments
TI – 1	12	Use electrical testing instruments
PW – 1	10	Measure resistance
CC – T	10	Select conductors and cables
CT - 1	4	Test a low tension cable
CA – 1	2	Fit a 16 ampere plug top
CA – 2	2	Fit a compression gland
CA – 3	2	Fit a gland
CA – 4	4	Join a low tension cable
TT – 1	8	Explain single phase transformers
TT – 2	3	Explain three-phase transformers
SD – T	5	Star-delta transformer theory
EL – T	5	Explain single phase earth leakage protection circuits
EL - T – 1	5	Explain three-phase earth leakage protection circuits
TC – 1	24	Connect transformers
FF – 1 – E	8	Fault find basic electrical circuits
LS – 1	8	Light switching
EM – 1	6	Connect a single phase energy meter
EC-1	40	Wire circuits

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MMI - E	5	Measure and mark off material
OPE-1	3	Use and maintain a portable drilling machine
OPE-2	3	Operate a portable angle grinder
HM-1	12	Use hand tools
	8	INDUCTION

ELECTRICAL INDEX**COURSE CONTENT (IN COURSE MAP SEQUENCE)****BASIC TRAINING MODULES**

MODULE	BOOK NO	CONTENT
CCD		Course Control Document
ST	1	Perform safe work practices (Acts & Regulations)
UP – T	1	Convert units and prefixes
MA – T	1	Explain electromagnetism
EU – T	1	Analyse electrical units
PS – T – 1	1	Explain single phase power supplies
PS – T – 2	1	Explain three phase power supplies
EM – T – 1	1	Explain the use of electrical measuring instruments
EM – T – 2	1	Read energy meters
TI – 1	1	Use electrical testing instruments
PW – 1	1	Measure resistance
CC – T	2	Select conductors and cables
CT – 1	2	Test a low tension cable
CA – 1	2	Fit a 16 ampere plug top
CA – 2	2	Fit a compression gland
CA – 3	2	Fit a gland
CA – 4	2	Join a low tension cable
TT – 1	2	Explain single phase transformers
TT – 2	2	Explain three-phase transformers
SD – T	2	Explain star & delta connections
EL – T	2	Explain single phase earth leakage protection circuits
EL – T – 1	2	Explain three-phase earth leakage protection circuits
CW – T	2	Wire a panel
TC – 1	2	Connect transformers
FF – 1 – E	2	Fault find basic electrical circuits
LS – 1	3	Light switching
LC – 1	3	Identify lights and lighting circuits
SW – 1	3	Wire a three-heat stove switch
SW – 2	3	Wire a five-hat stove switch
SW – 3	3	Wire a thermostatic control switch
EM – 1	3	Connect a single phase energy meter
CW – 1	3	Construct and wire installations
IT – 1	3	Test a single phase installation
CO – T	4	Identify contactors and overloads for various applications
EC – 1	4	Wire circuits
SP – T	4	Explain single phase motors
MT – 1	4	Test a single phase motor
SP – 1	4	Connect a flexible cord to a single phase motor
SP – 2	4	Connect a single phase motor to a selector switch
SP – 3	4	Connect a single phase motor to reversing contactors
CM – T	4	Explain induction motors
MT – 2	4	Test three-phase motors
MP – 1	4	Phase out an induction motor
DO – L	4	Wire a direct-on-line starter
PW – 3	4	Wire a three-phase reversing starter
PW – 2	4	Wire sequence starters
BIF	5	Examine bearings
BRR – 1	5	Mount a bearing manually
BRR – 2	5	Remove a bearing mechanically
BRR – 3	5	Remove and mount bearings
MO – 1 – MW	5	Overhaul a three-phase motor
DRG	5	Read and interpret technical drawings

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MMI – E	5	Measure and mark off material
MG	5	Use and maintain a pedestal grinder
OPE – 1	5	Use and maintain a portable drilling machine
OPE – 2	5	Operate a portable angle grinder
HM – 2	5	Use and maintain a pedestal drill
HM – 1	5	Use hand tools
OAW – E	5	Use oxy-acetylene and arc welding equipment

ELECTRICAL INDEX**ADVANCED TRAINING MODULES**

MODULE	BOOK NO	CONTENT
SD – 2		Wire a semi-automatic start-delta starter
SD – 3		Wire a fully automatic start-delta starter
SL – 1		Wire a resistance starter to a slip ring motor
SL – 2		Wire a liquid starter to a slip ring motor
AT – 1		Wire a fully automatic auto-transformer starter
PM – T		Explain pole changing motor theory
PM – 1		Connect a three-phase pole changing motor to a starter and selector switch
PM – 2		Connect a three-phase pole changing motor to contactors
PM – 3		Connect a three-phase changing motor to a fully automatic starter
DC – T		Explain the theory of direct current machines
DC – 1		Connect a load to a DC generator
DC – 2		Connect a DC motor and starter
DC – 3		Connect a Ward-Leonard speed control
EM – 2		Connect a three-phase energy meter
EM – 3		Connect a three-phase energy meter with range extension
PW – 4		Wire a three-phase balanced load
PW – 5		Connect three single phase energy meters
IT – 2		Test a three-phase installation
FF - 2 – E		Fault find live electrical circuits

ELECTRICAL INDEX**ADVANCED TRAINING MODULES****OPTIONAL TRAINING MODULES**

MODULE	BOOK NO	CONTENT
CA – 5		Make off a paper insulated, wire armoured cable end
CA – 6		Make off a cross linked polyethylene (XLPE) cable end
RA – E – 1		Maintain a storage battery
RA – E – 2		Maintain auto-electrical systems
SD – 1		Wire a manual start-delta starter
SL – 3		Wire a grid and controller to a slip ring motor
SL – 4		Wire a vapourmatic starter

ELECTRICAL INDEX**BASIC ELECTRONICS TRAINING MODULES (INCLUDED IN ADVANCED TRAINING)**

MODULE	BOOK NO	CONTENT
HM – 3		Solder components
BE – 1		Identify and use resistors
BE – 2		Identify and use inductors
BE – 4		Identify diodes
TI – 2		Use an oscilloscope
BE – 5		Construct rectification circuits
BE – 6		Identify and use Zener diodes
BE – 7		Construct a voltage doubler
BE – 8		Identify transistor action
BE – 9		Identify transistor configurations
BE – 10		Test regulated power supplies
BE – 11		Test thyristors
BE – 12		Test thyristor phase control
BE – 13		Explain and apply PLC operating principles

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4. Electrical Trade Theory

N2 CERTIFICATE

1. Mathematics
2. Industrial Electronics
3. Engineering Science or Logic Systems
4. Electrical Trade Theory

N3 CERTIFICATE

1. Mathematics
2. Industrial Electronics
3. Engineering Science or Logic Systems

N4 CERTIFICATE

1. Mathematics
2. Industrial Electronics
3. Engineering Science
4. Electro Technics

N5 & N6 CERTIFICATE

1. Mathematics
2. Electro Technics
3. Industrial Electronics
4. Power Machines

WIREMAN'S LICENCE

Offer a Wireman's License training to equip qualified electricians with the technical and legal competencies required to legally inspect, test, and certify electrical installations, and issue Certificates of Compliance (CoCs).

To prepare candidates to meet the official requirements of the Department of Labour (DoL)

Core areas to be covered:

- Legislation & Regulations: In-depth coverage of the Occupational Health and Safety Act (OHSA) and the Electrical Installation Regulations.
- SANS 10142-1: Mastery of the latest national wiring code (e.g., SANS 10142-1), focusing on electrical safety standards, design principles, and correct installation methods.
- Inspection & Testing Procedures: Practical, hands-on training with testing instruments (e.g., Earth Resistance Testers, Insulation Testers, and Loop/PSC Impedance Testers) to verify electrical integrity.
- Fault-Finding: Identifying and diagnosing faults, as well as executing repairs to ensure full compliance.
- Documentation & Administration: Correctly interpreting matrices, filling out test reports, and understanding how to legally issue a CoC.

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Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AiT	Artisan in training
ARPL	Artisan Recognition of Prior Learning
EAL	Eskom Academy of Learning
CoC	Certificate of Compliance
DoL	Department of labour
OHSA	Occupational Health and Safety Act
POE	Portfolio of Evidence
SAQA	South African Qualifications Authority
QCTO	Quality Council for Trades and Occupations

1.3.2 Acceptance of Eskom policies and procedures

The attached documents form part of this legal binding contract, the Contractor confirms that he has familiarized himself with all the embedded documents from 1 to 11 as indicated.

No	Unique Identifier	Revision	Document Title
1	240-43921804	5	Annexure B  Annexure B.pdf
2	240-73198256	1	SHE specification  SHE Spec.pdf

Management strategy and start up.

The Contractor’s plan for the service

In the TSC3 the *Contractor’s* plan is his “design” for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor’s* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer’s* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor’s* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor’s* plan.

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Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall 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 *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning 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 *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	TBC	TBC	All required stakeholders.
Overall contract progress and feedback	TBC	TBC	All required stakeholders.

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* 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.

Contractor’s management, supervision and key people

The *Contractor* is to submit an organogram showing all key people involved in the contract Seven (7) days after contract award. All Key Personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture.

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 *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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

Documentation control

- Document management control will be handled as per the *Employer’s* document and records management procedure 32-6,32-21 which is obtainable from the *Employer’s* representative.

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- All correspondence is to be addressed to the *Project Manager* with a chronological numbering system.
- All NEC standard forms shall be used, e.g., Task orders, Early warnings, defect certificates and assessments.

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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* shall address the tax invoice to and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- 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;
- Goods receipts

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

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on an attached sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original “certified copy” (i.e. not a copy of a “certified copy” invoice) from the vendor and check in system if not previously be paid. Put stamp “not previously paid” on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Contract change management

- The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.
- Any compensation event will be done with the use of ISO approved Task Order Modification form.

Records of Defined Cost to be kept by the *Contractor*

To substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. State in what form these records are to be kept and how accessed by the *Employer*.

Insurance provided by the *Employer*

Refer Annexure B

Training workshops and technology transfer

Not applicable

Design and supply of Equipment

Not applicable

Things provided at the end of the *service period* for the *Employer's* use

Equipment

Not applicable

Information and other things

At Completion of the works, the *Contractor* shall provide the following documentation as part of the close-out requirements:

- Certificates;
- Academic results; and
- Testimonials

Management of work done by Task Order

A Task Order will be issued for tasks at hand as per descriptions from the *Employer's Representative* who will be managing this contract on the behalf of the *Employer*.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

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The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management, 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726 to this Service Information.

The Contractor shall comply with the health and safety requirements contained in Section 1.3.2 of this Service Information.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints contained in Section 1.3.2.

Quality assurance requirements

The Contractor shall control his activities and processes in accordance with Eskom's Supplier Quality Management Specification, 240-105658000 (QM-58) and ISO-9001 requirements.

The Contractor shall comply with Quality requirements contained in Section 1.3.2 of this Service information.

Procurement

Please refer to the SDL&I document attached to the Invitation to Tender

Plant and Materials

Specifications

Not Applicable

Correction of defects

Not Applicable

***Contractor's* procurement of Plant and Materials**

Not Applicable

Tests and inspections before delivery

The *Employer* will conduct a once-off inspection of the training centres and workshops before tender award.

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Plant & Materials provided “free issue” by the *Employer*

Not Applicable

Cataloguing requirements by the *Contractor*

Not Applicable

Working on the Affected Property***Employer’s* site entry and security control, permits, and site regulations**

The *Contractors* to comply to site and security control requirement at all times.

People restrictions, hours of work, conduct and records

Employer’s normal working hours will apply and *Contractor’s* key people delivering service will sign an attendance register as per the *Employer’s* condition of service. Any work done outside of normal working hours as instructed by the *Employer’s* Representative shall be treated as per the compensation events clause of this contract.

Health and safety facilities on the Affected Property

When visiting the *Employer’s* property, the *Contractor* shall comply with Eskom’s life-saving rules, including:

- Open, Isolate, Test, Earth, Bond and/or Insulate before touch;
- Hook up at height;
- Buckle up;
- Be sober;
- ensure possession of a valid Permit to Work.
- Ensure safe live working

Environmental controls, fauna & flora

Not Applicable.

Cooperating with and obtaining acceptance of Others.

The *Contractors* to always comply to site and security control requirement.

Records of *Contractor’s* Equipment

The *Contractor* is responsible to safeguard his equipment at site.

Equipment provided by the *Employer*

Not Applicable.

Site services and facilities**Provided by the *Employer***

Not Applicable.

Provided by the *Contractor*

Not Applicable.

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Annexure C Insurance document



To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer : ESCAP SOC Ltd

Insured : Eskom Holdings SOC Ltd

Additional Insureds : Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the “Contracts”) between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the “Contractor” provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured) (hereinafter called the “Contractor”).

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the “Subcontractor”) for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

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Escap SOC Ltd Reg No 1993/003340/30

Insurance coverage found in this policy (hereinafter called the “Insurance Cover”) for such parties

Policy name : Annual Construction All Risks

Period of insurance : 01 April 2025 – 31 March 2026

Policy limit : **Section I - Contract Works:**

Actual contract works project value of up to **R 1 billion and 60 months at inception**, thereafter unlimited in value and project time up to completion.

Section II - Contract Works Public Liability:

R25 million, any occurrence or series of occurrences arising out of one event

Policy coverage : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

Policy deductibles : As per table below

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Deductible	Division / Coverage
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors’ Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

Escap SOC Ltd Reg No 1993/003340/30

Note:

Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Should you have any queries, please contact the Insurer at MmutleM@eskom.co.za

Yours sincerely



Moreti Tumelo Mphahlele
 Escap SOC Ltd – Underwriting
 Date: 01 April 2025