



**NEC3 Professional Services Contract (PSC3)**

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

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

**For [Electrical Line Mechanic and Operating Training on  
as and when required basis]**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[18]</b>
<b>Part C2 Pricing Data</b>	<b>[8]</b>
<b>Part C3 Scope of Work: The Scope</b>	<b>[23]</b>

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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>No of pages</b>
C1.1	Form of Offer & Acceptance	[2]
C1.2a	Contract Data provided by the <i>Employer</i>	[14]
C1.2b	Contract Data provided by the <i>Consultant</i>	[2]



## 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:

This may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Supplier 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 Supplier shall within One month 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 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Employer**

\_\_\_\_\_

\_\_\_\_\_

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

\_\_\_\_\_

Name &  
signature of  
witness

Date

## C1.2 PSC3 Contract Data

### Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>G: Term contract</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10 <i>Employer's Agent</i></b>
		<b>X11: Termination by the <i>Employer</i></b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Professional Services Contract (June 2005) <sup>1</sup> with amendments June 2006	
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Limited (Reg no: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, 1 Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 8111</b>
	Fax No.	<b>n/a</b>
11.2(9)	The <i>services</i> are	<b>Provision of Electrical Line Mechanic and Operating Training service on as and when required basis, for a contract duration of (36 months) thirty six months as and when required.</b>

11.2(10)	The following matters will be included in the Risk Register	<b>none</b>	
11.2(11)	The Scope is in	<b>Part 3 of this document</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>One business day (1 week)</b>	
13.6	The <i>period for retention</i> is	<b>Forty-Eight (48) months following Completion or earlier termination. (52 weeks)</b>	
<b>2</b>	The Parties' main responsibilities		
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 Training Facilities as per task orders</b>	As per task orders
<b>3</b>	<b>Time</b>		
31.2	The <i>starting date</i> is:	<b>01 August 2026</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is:	<b>31 July 2029</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 As per task orders</b>	As per task orders
31.1	The Supplier/ <i>Consultant</i> is to submit a first programme for acceptance within	<b>7 days after receiving each task order</b>	
32.2	The Supplier/ <i>Consultant</i> submits revised programmes at intervals no longer than	<b>7 days after receiving each task order</b>	
<b>4</b>	<b>Quality</b>		
4.1	The quality policy statement and quality plan are provided within	<b>n/a</b>	
4.2	The <i>defects date</i> is	<b>As per the contract Agreement</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>From the 25th day of each month to the 25<sup>th</sup> day of the subsequent month.</b>	
50.2	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>
		<b>As per the task order</b>	<b>As per the task order</b>
51.1	The period within which payments are made is	<b>Thirty (30) days from date of invoice.</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>	

51.5 The *interest rate* is

Zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) at the time an amount payable in SA Rand was due, and

the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove

<b>6</b>	<b>Compensation events</b>	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.		
<b>7</b>	<b>Rights to material</b>	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.		
<b>8</b>	<b>Indemnity, insurance and liability</b>	<b>n/a</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are	<b>n/a</b>		
	<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 Supplier/ <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Whatever the Supplier/<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>
8.1.1	The <i>Employer</i> provides the following insurances	n/a.	
8.2.1	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>	
	The <i>Consultant</i> provides these additional insurances.		
	1 Insurance against:	n/a	
<b>9</b>	<b>Termination</b>	<b>X11</b>	
<b>10</b>	<b>Data for main Option clause</b>		
<b>G</b>	<b>Term contract</b>		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>As per task orders and training schedules</b>	

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**11 Data for Option W1**

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W1.1	The <i>Adjudicator</i> is (Name)	<b>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).</b>
	Address	
	Tel No.	
	Fax No	
	e-mail	
W1.2(3)	The <i>adjudicator nominating body</i> is:	<b>The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering or its successor body. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a>).</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Any official selected place in South Africa</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>	<b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

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**12 Data for secondary Option clauses**

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	The index is	<b>Gazetted annual average CPI</b>
	The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	<b>CPI</b>
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the project is	<b>The Law of the Republic of South Africa</b>
<b>X7</b>	<b>Delay damages</b>	<b>n/a</b>
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	<b>n/a</b>

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<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>Getrude Rabyang</b>
	Address	<b>14 – 16 Kgwebo Street Waterval East Rustenburg 0300</b>
	The authority of the <i>Employer's Agent</i> is	<b>To carry out all the actions of the Employer in this contract</b>
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>If the supplier fails to deliver training as per this agreement and scope of work.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Supplier/ <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Limited to the total prices of the project.</b>
X18.2	The Supplier/ <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>Total of the prices.</b>
X18.3	The <i>end of liability date</i> is	<b>One year after Completion of the whole of the services.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

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

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply

with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

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

**Z8 *Employer's* limitation of liability**

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

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

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

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

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

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

**Z11 Ethics**

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

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

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

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

**Committing Party** means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance**

Z12.1 Replace core clause 81 with the following:

81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

81.2 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover</b>	<b>For the period following Completion of the whole of the services or earlier termination</b>
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><b><u>Loss of or damage to property:</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	Commercial and business to determine [Delete this note after inserting]
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Commercial and business to determine [Delete this note after inserting]

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

**INSURANCE TABLE B**

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

Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.

<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## Annexure A: Notes to Consultants

*This is guidance to Suppliers/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.*

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 R350M, Format A will apply
- For a contract of R355M, Format B will apply.

**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/>

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.



2

3

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31.1	The services identified in the Contract Data is	<b>The provision of Electrical Line Mechanic and Operating Training on as and when required basis</b>
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<b>Item</b>	<b>Amount</b>
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**G**      **Term contract**

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11.2(25)      The *task schedule* is in

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## PART 2: PRICING DATA

### PSC3 Option G

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option G	[6]

## C2.1 Pricing assumptions: Option G

### **PRICES AGENCY REMUNERATION:**

Through a process of negotiation, the Parties have agreed that the following prices will apply for the period:

#### **1. Preamble**


- 1.1 The Supplier is appointed to provide Electrical Line Mechanic and Operating Training services for GEMMA Cluster (NWOU and NCOU) as per scope in Part C3.
- 1.2 For the purposes of this agreement, the following definitions shall apply:
  - 1.1.1. Task Order is defined as an Employer approved cost estimate.
  - 1.1.2. Task Schedule is defined as an Employer approved project/campaign timing plan.
- 1.3 The content and format of a Cost Estimate and project/campaign timing plan will be included in the Service Level Agreement.
- 1.4 The prices exclude VAT.

#### **2. Services**

The service will be for the provision **Electrical Line Mechanic and Operating Training** services listed in the Scope of work but limited to the courses listed on the Negotiated Prices table under 2.3. The Parties have agreed to a period of thirty six months on as and when required basis from 01 November 2024 to 30 October 2027, based on the budget information. The Supplier/Consultant will be entitled to charge per person for the course using the negotiated and concluded prices.

- 2.1. The Supplier/ Entity will be allowed to train only the course listed on the below Negotiated Prices table.

Training Curriculum for Electrical Line Mechanic and Operating courses

		GEMMA CLUSTER				
Project Name:		Template Identifier:				
Project ID:		Effective Date:				
Job Name:		Review Date:				
Job ID:						
Standard BOQ for Gemma Cluster Training Curriculum for Electrical Line Mechanic						
Item No	Description	Unit	Duration (days)	Number to be trained	Cost per person per day	Total Cost
<b>A Preliminaries &amp; General</b>						
	Accommodation	Per night		1800		R -
<b>B Transport</b>						
	Travel	Per KM		150000		R -
<b>C Part 1</b>						
<b>Modules Pre-requisites</b>						
	Introduction to the world of work and the trade of Electrical Line Mechanic	day	2	50		R -
PRE 005	Transportation of Material, Equipment and People	day	3	50		R -
US 13622c	Ensure Safety at Roadside Work	day	3	50		R -
Module 8	Tree Identification	day	3	50		R -
	Stacking and Storing of Materials on Construction Site	day	1	50		R -
<b>Core Line Construction</b>						
<i>Consisting of the following modules. All modules must be completed to qualify for a Core Line Construction</i>						
ELW 002	Construct servitudes and drawing interpretation	day	2	50		R -
MVLM 002	Acoustic pole testing	day	3	50		R -
ELW 004	MV Identify, Handle and Assemble	day	10	50		R -
ELW 003	Excavation of Pole and Stay holes for MV/LV Lines	day	5	50		R -
ELW 005	Planting of Poles and Stays for MV\LV Lines	day	5	50		R -
ELW 006	MV & LV Crimping	day	3	50		R -
ELW 012	Low Voltage Cables	day	5	50		R -
<b>MV Line Construction</b>						
<i>Consisting of the following modules. All modules must be completed to qualify for a Medium Line Construction Certificate</i>						
ELW 007	String, Tension and Install conductors and jumpers	day	10	50		R -
ELW 008	Installation of Pole Mounted Transformer and Meter Kiosk	day	5	50		R -
ELW 010	Earth Electrode Resistance Testing	day	3	50		R -
ELW 009	LV/MV Clerking and Handover Procedures	day	2	62		R -
ELW 013	100 Ton Crimping	day	2	62		R -
ECO 56	Clamping/binding of conductors and fitting of anti-vibration dampers	day	0.5	50		R -
DISPVABY3	Procedure for handling auditing and stacking new wooden poles	day	0.5	50		R -

LV Line Construction Curriculum							
ELW 011	LV Line Construction	day	10	50		R	-
	Street Lighting	day	5	50		R	-
LVMT 004	Testing of Services	day	2	7		R	-
L3C	Maintain lighting systems	day	2	50		R	-
LV Line Maintenance							
LVM 001	Low Voltage Network Inspection and Maintenance	day	5	50		R	-
L3E 06	Perform Work on energised Low Voltage Network	day	5	50		R	-
	Low Voltage Line Dismantling	day	5	50		R	-
MV Line Maintenance							
MVLM 001	Medium Voltage Line Inspection	day	5	50		R	-
MVLM 003	Wood Pole Testing and Inspection	day	3	50		R	-
	MV Dismantling and repair medium voltage overhead networks	day	10	50		R	-
Course required for ELM Trade Test (No RPL)							
Outsourced	Concrete practice	day	5	50		R	-
Outsourced	Welding, Cutting and Brazing	day	10	40		R	-
ESTO 011	Transformer Course	day	5	50		R	-
Module 5	Oil Spill Management	day	0.5	50		R	-
Module 6	Wildlife Interaction Management	day	0.5	50		R	-
<b>D</b>	<b>Part 2</b>						
Electrical Curriculum							
US 258919	Install or Replace Electrical metering units or measuring instruments	day	2	202		R	-
L4E 015	Complete a certificate of compliance for a single-phase domestic installation	day	2	202		R	-
L3E08	AOM -Inspect and test a single-phase domestic installation	day	5	200		R	-
<b>E</b>	<b>Part 3</b>						
Operating Curriculum							
L4E11	Operate on Medium Voltage networks (11KV-44KV)	day	4	50		R	-
L4E12	Operate on High Voltage networks (66KV-132KV)	day	4	50		R	-
	Phasing 110V - 132KV	day	1.5	30		R	-
SSM 001	Inspect and clean substation yards	day	2.5	20		R	-
SSM 010	Substation Inspection	day	2.5	20		R	-
SSM 007	Maintain substation earthing system	day	4	20		R	-
<b>Total Amount</b>						<b>R</b>	<b>-</b>

2.2. Rebates And Discounts

2.2.1. The *Consultant* shall ensure that all volume discounts and rebates in respect of all *Employer*-related third-party costs, including, without limitation, costs incurred in the production process of generating communication shall revert and be passed on by the *Consultant* to the *Employer*.

2.3. Cost Management and Reconciliations

- 2.3.1. It is the obligation of the *Consultant* to manage costs within approved purchase order values, including costs of third-party suppliers.
- 2.3.2. If it becomes evident that a purchase order value will be exceeded without a change to the scope of work requested by the *Employer*, the *Consultant* is required to issue a revised cost estimate to the *Employer* together with reasons for the anticipated increase in cost.
- 2.3.3. The *Employer* is under no obligation to accept the revised cost estimate and may request the *Consultant* to continue to deliver the work as per the original purchase order value, in which case the increased cost must be borne by the *Consultant*.
- 2.3.4. The *Consultant* is required to perform quarterly reconciliations between actual costs charged by third party suppliers and the cost estimates and invoices issued by the *Consultant* to the *Employer*.
- 2.3.5. Should an overcharge greater than R1000 arise between the actual cost charged by a third-party supplier and the invoice issued by the *Consultant* to the *Employer*, the *Consultant* will issue the *Employer* with a credit note for the overcharge.
- 2.3.6. Should an undercharge greater than R1000 arise between the actual cost charged by a third-party supplier and the invoice issued by the *Consultant* to the *Employer*, the *Consultant* will be entitled to issue the *Employer* with an additional invoice for the undercharge subject to clauses and above.
- 2.3.7. In the event that the *Consultant* sub-contracts to third parties for the performance of any of the Services, it shall ensure that no mark-ups are added to any resource related charges so that costs are not increased and so that the *Employer* shall not pay more than it would have paid the *Consultant* had the *Consultant* itself executed such sub-contracted work.

#### 2.4. Cost Estimates

- 2.4.1. For avoidance of doubt all Cost Estimates approved by the *Employer* are considered as final unless the parties agree upon request of the *Employer* to a change in the scope of the services.
- 2.4.2. Approved Cost Estimates will be deemed as final and binding communications with respect to the services or assignments covered by such Cost Estimates and should only be modified or altered by writing and signed by both parties.
- 2.4.3. In the performance of the Services, should the service provider receive any commissions, retrospective volume credits, rebates, or other similar payments relating to the utilisation or purchase of a Third-Party services, save for those which the service provider receives directly for and on behalf of the *Employer* from a Third-Party account, shall not modify or alter the Cost Estimate arrangement.

#### 2.5. Invoicing and payment

The Supplier/*Consultant* shall address the tax invoice to **Eskom Holdings SOC Limited** and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*.
- The contract number and title.
- *Consultant's* VAT registration number.
- *Consultant's* vendor number
- *Consultant's* contact information
- The *Employer's* VAT registration number 4740101508.
- Invoice Number & Date.
- Clear description of provided training; number of people trained; Training Requestor and location.
- *Consultant's* Banking details
- *Consultant's* PDF invoice to be send @ [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
  
- Attendance register, google map to verify travelled and claimed KMs and any other proof of payment for Accommodation & flights to be attached (submitted to ordering party with Completion Certificate)

#### 2.6. Audit

- 2.6.1. In respect of all expenditure which is reimbursable by the *Employer* under this Contract the Supplier/*Consultant* shall maintain such accounts and records as are reasonably necessary, but no longer than 5 (five) years, for the purpose of enabling the *Employer* to conduct an audit of that expenditure.
- 2.6.2. The Supplier/*Consultant* will allow the *Employer's* own personnel or a professionally qualified independent auditor access to all records during the term and for 3 (three) months

- 2.6.3. afterwards on not less than 30 (thirty) days' notice at any time during normal business hours for the purpose of auditing or otherwise inspecting them.
- 2.6.4. Should any audit or inspection of the records by the *Employer* reveal that the *Employer* has been overcharged, the *Supplier/Consultant* will reimburse the *Employer* the amount of the overcharge within 30 (thirty) days and interest calculated at prime rate charged by the *Employer's* banker on overdraft facilities plus 0% (zero percent) per annum.
- 2.6.5. The *Supplier/Consultant* will afford to the *Employer* all reasonable assistance in the carrying out of such audit, whilst the *Employer* and its auditors will ensure that any information obtained in the course of the audit concerning the *Supplier/Consultant's* business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.
- 2.7. Travel and Sustenance cost
- 2.7.1. The *Supplier/Consultant shall make all the travelling and arrangement, pay for such and later claim for such as reimbursement (as non-VAT item and for all services where no VAT was paid by the Supplier) from Eskom following the above stipulated invoicing process.*
- 2.7.2. The *Supplier/Consultant shall follow the below stipulated rates when claiming for training delivery related costs from the Employer under this contract:*

Travelling KM's	<ul style="list-style-type: none"> <li>The <i>Supplier/Consultant shall not claim for travelling km if their offices are within 50km radius from the Employer/Eskom training site.</i></li> <li><i>Supplier/Consultant must submit to the Employer's Agent their national footprint map indicating areas where they have Offices and Facilitators.</i></li> <li><i>Claims from the Supplier's office outside the 50 km radius must be from the Supplier's workplace/offices to the Eskom training site/venue. Claims must specify the office area/city from where the Supplier/Consultant/Facilitator is travelling and the area/training site to which they are travelling for training delivery reasons.</i></li> <li><i>Kilometres from the Supplier/Consultant/ Facilitators home to Eskom training site cannot be claimed</i></li> </ul>
KM rates	R /km
Car rental	<ul style="list-style-type: none"> <li>Car rental only allowed where The</li> </ul>

	<p>Facilitator will be moving from The Airport to the Training Venue and to the Accommodation Facility.</p> <ul style="list-style-type: none"> <li>• Any car rental request will only be approved by The Employer’s Agent under unforeseen circumstances for training delivery purposes only.</li> <li>• Group B or Similar with: <ul style="list-style-type: none"> <li>○ At least have 2 airbags,</li> <li>○ Air-conditioning</li> <li>○ ABS brakes for safety purposes</li> </ul> </li> </ul>
Accommodation	Maximum 3-star hotel or Bed and Breakfast with lunch and dinner costs at Eskom rates.
Flights	Economy Class

SDL&I - Undertakings:

**► Skills and Development:**



## C3.1: EMPLOYER'S SCOPE

### Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

### Description of the services

#### Executive overview

Occupational Health and Safety Act requires all people working with electricity in operating and maintaining networks to comply with certain standards. This requires the operators to be declared competent on line construction and operating training for all specified modules and the trainers are required to have been competent and be issued with the ELM trade. This training is governed by legislation requirements and the organisation's SHEQ policy, standards, and procedures to which the operating units must comply. These sought interventions will ensure that the competencies and skills required by the experts in the field are closed and the learning and experience are met.

The Learning and Delivery structure in the GEMMA cluster is populated with only one technical trainer who is not accredited to present all of these courses. This is not sufficient as the incumbent cannot address the volume of request for the training as outlined in the scope of this document. If and when the trainer is on leave, training cannot happen.

Due to the need to train new operators as well as to keep the current authorisations current, it has become necessary to establish the ELM and Operating training contract.

#### Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
LV	Low Voltage
MV	Medium Voltage
AOM	Artisan, Operating and Maintenance

### Specification and description of the services: Electrical Line Mechanic

#### Specification and description of the services: Electrical line Mechanic and Operating Training

The following services to be provided on an "as and when required" basis:

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 *Project Manager* in terms of an ECC contract or as a project manager for a total project.  
Act as the *Supervisor* in terms of an ECC 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.**

The supplier will not be allowed to change the training durations and prices and to provide training for which they have not been approved based on their submitted training material and accreditation of their facilitators.

**Management meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____	<b>TBA</b>	<b>Contract management and consultant, training co-ordinators.</b>

Overall contract progress and feedback	Monthly on _____ at ____	<b>Vutlhari and/or Kimberly Training centre</b>	<b>Contract management and consultant, training co-ordinators.</b>

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

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**

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

**Provision of bonds and guarantees**

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

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

**Documentation control and retention**

**Identification and communication**

The Employer's documentation requirements shall be specified in the Task Order.

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

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

Contractual communications such as notification of Compensation Events or instructions to deliver services which are not directed at/received from the Employer's Agent shall not be acknowledged by the Employer and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk

### Retention of documents

The *Consultant* retains copies of drawings, specifications, reports, and other documents which record the services in the form stated in the Task Order. The time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

### Records and forecasting of expenses

First read clause 21.3 (Option A) and 21.4 (Option C E and G) and then state here any additional requirements you may need for the record keeping and forecasting of expenses. Otherwise delete.

### Records and forecasting of the Time Charge

If Option C E or G applies first read clause 21.4 then state here any additional requirements you may need for the record keeping and forecasting of the Time Charge. Otherwise delete and delete in any case if Option A applies.

### Invoicing and payment

Clause 50.2 states invoices submitted by the *Consultant* include the details stated in the Scope to show how the amount due has been assessed. Also state what must be shown on the Invoice. The following text is suggested.

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

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

Name and address of the *Consultant* and the *Employer's Agent*;

The contract number and title;

*Consultant's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

- Invoice Number & Date.
- Clear description of provided training; number of people trained; Training Requestor and location.
- Consultant's Banking details
- Consultant's PDF invoice to be send to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
- Attendance register, google map to verify travelled and claimed KMs and any other proof of payment for Accommodation & flights to be attached (submitted to ordering party with Completion Cert)

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

### Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

### Inclusions in the programme

First read clause 31.2 and then include here any matters regarding the order and timing of the work of the *Employer* and Others which the *Consultant* is take account of in his programme. Also describe any

information other than that already requested in clause 31.2 which the *Consultant* is to show on each programme he submits for acceptance.

## 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

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. Include your requirements here

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

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

Clause 70.1 states that the *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. State here what your intended purpose is.

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

Read clause 70.4 first and if you want to restrict the *Consultant's* use of material provided by him for this contract on other work state these here.

## Management of work done by Task Order

Only use this heading if main Option G applies to this contract.

Please read Option G before drafting requirements here as much of the procedure for the use of Task Orders is already provided in Option G. For example clause 55.1 specifies what a Task Order should include.

Information included here could be:

- That Task Orders will be prepared in the format stated in an Annexure attached to the Scope
- What the basis or formula will be for calculation of delay damages for a Task Order (if required).
- How expenses for a Task will be assessed and managed.
- (etc)

## Health and safety

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

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

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

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

## **Procurement**

### **BBBEE and preferencing scheme**

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

### **Other constraints**

Delete if not required or state any other constraints that may be applicable to people employed by the *Consultant* and change the heading to suit the subject matter.

### **Preferred subconsultants**

PSC3 does not make use of nominated subconsultants but the *Employer* may list which subconsultants or suppliers the *Consultant* is required to enter into subcontracts with. This is usually only required where very specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

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

Specify any constraints on how the *Consultant* is to prepare subcontract documentation, whether use of the NEC3 system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

### **Limitations on subcontracting**

The *Employer* may require that the *Consultant* must subcontract certain specialised work, or that the *Consultant* shall not subcontract more than a specified proportion of the whole of the contract.

### **Attendance on Subconsultants**

State requirements for attendance on Subconsultants, if any

### **Correction of Defects**

First read clause 41.2 and if any particular additional constraints are required when correcting Defects, state them here. Otherwise delete this heading.

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

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

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering consultants need to allow for in their prices, and the *Consultant* has to comply with. State these or similar requirements here. In addition to the above there may be other restrictions once on the site.

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

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

### **Cooperating with and obtaining acceptance of Others**

This sub-paragraph could be used to deal with two issues.  
1) The cross reference from core clause 23.1 about cooperation generally as well as details about Others with whom the *Consultant* may be required to work. See clause 11.2(7) for the definition of Others.  
2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.



## Part C3: Scope of Work

### Description of the services

#### Executive overview

Occupational Health and Safety Act requires all people working with electricity in operating and maintaining networks to comply with certain standards. This requires specific training of all staff on specified modules. This training is governed by legislation requirements and the organisation's SHEQ policy, standards, and procedures to which the operating units must comply. These sought interventions will ensure that the competencies and skills required by the experts in the field are closed and the learning and experience are met.

The Learning and Delivery structure in the GEMMA cluster is populated with only one technical trainer who is not accredited to present all of these courses. This is not sufficient as the incumbent cannot address the volume of request for the training as outlined in the scope of this document. If and when the trainer is on leave, training cannot happen.

Due to the need to train new operators as well as to keep the current authorisations current, it has become necessary to establish this contract.

#### Specification and description of the services

The following services to be provided on an "as and when required" basis:

### *Pre-requisites (No RPL)*

SAP LSO No	Module	Description	Duration	Total cost per person
D50698205		Introduction to the world of work and the trade of Electrical Line Mechanic	2 days	
D50262102	PRE 005	Transportation of Material and People	3 days	
D50199107	US 13622c	Ensure Safety at Roadside Work	3 days	
D	MVLM 002	Acoustic pole testing (In Progress)	3 days	

### *Core Line Construction*

All modules must be completed to qualify for a Core Line Construction Certificate			Duration	Total cost per person
D49992576	ELW 002	Construct servitudes and drawing interpretation	2 days	
D50261907	ELW 004	MV Identify, Handle and Assemble	10 days	

D50199110	ELW 003	Excavation of Pole and Stay holes for MV/LV Lines	5 days	
D50261911	ELW 005	Planting of Poles and Stays for MV/LV Lines	5 days	
D49996861	ELW 006	MV & LV Crimping	3 days	
D49932709	ELW 012	Low Voltage Cables	5 days	
<b><i>MV Line Construction</i></b>				
All modules must be completed to qualify for a Medium Line Construction Certificate			Duration	Total cost per person
D49998140	ELW 007	String, Tension and Install conductors and jumpers	10 days	
D49979886	ELW 008	Installation of Pole Mounted Transformer and Meter Kiosk	5 days	
D49995802	ELW 010	Earth Electrode Resistance Testing	3 days	
D49997120	ELW 009	MV Clerking and Handover Procedures	2 days	
D	ELW 013	100 Ton Crimping (Being developed)	2 days	
	ECO 56	Clamping/binding of conductors and fitting of anti-vibration dampers	4 hours	
	DISPVABY3	Procedure for handling auditing and stacking new wooden poles	4 hours	
<b><i>LV Line Construction Curriculum</i></b>				
All modules must be completed			Duration	Total cost per person
D49997396	ELW 011	LV Line Construction	10 days	
D50090175		Street Lighting	5 days	
	LVMT 004	Testing of Services	2 days	
<b><i>LV Line Maintenance</i></b>				
D50198593	LVM 001	Low Voltage Network Inspection and Maintenance	5 days	
D49979904	L3E 06	Perform Work on energised Low Voltage Network	5 days	

D		Low Voltage Line Dismantling (In Progress)	5 days	
<b><i>MV Line Maintenance</i></b>				
D49979898	MVLM 001	Medium Voltage Line Inspection	5 days	
D	MVLM 003	Wood Pole Testing and Inspection	3 days	
D		MV Dismantling (In Progress)	10 days	
<b>Course required for ELM Trade Test</b>				
D50463443	Outsourced	Concrete practice	5 days	
D50122405	Outsourced	Welding, Cutting and Brazing	10 days	
D49932660	L3C 06	Maintain lighting systems	5 days	
D49932661	ESTO 011	Transformer Course	5 days	
D50184060	Module 5	Oil Spill Management	4 hours	
D50018814	Module 6	Wildlife Interaction Management	2 hours	
D49949972	Module 8	Tree Identification	3 days	
If not a qualified electrician				
D50172531	L3E 01	AOM-Installation Work Elec Appr	5 days	
D49931225	L3C 07	AOM -Wire Ways and Wiring	5 days	
D50485396	L3C 07	AOM -Earthing and Bonding	2 days	
D50624385	US 258919	Install or Replace Electrical metering units or measuring instruments	2 days	
50172400	L4E 015	Complete a certificate of compliance for a single-phase domestic installation	2 days	
D50172432	L3E08	AOM -Inspect and test a single-phase domestic installation	5 days	

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

The Supplier/ Consultant will not be allowed to change the training durations and prices and to provide training for which they have not been approved based on accreditation of their Facilitators.

**Specification of Products or Goods**

Training must be based on the scope of work.

***NB: Training is to be delivered on an as and when required basis.***

**Notification time required to book specific training events and payment process:**

- 1) Eskom will give the supplier a minimum of 1 week notice using a PO/ Task Order requesting training and at least a week to cancel planned training.
- 2) Roles and responsibilities of all role-players:

<b>Training Coordinators/Administrators Responsibilities</b>	<b>Employer's Agent Responsibilities</b>	<b>Training Provider Responsibilities</b>
Receives the training need/ request from Line Customers		
Submits Training plan to the contract manager for approval	Send approved signed training plan and SAP Purchase Order to the Training Coordinators as soon as approved	
Receive signed approved plan create the Purchase Order from the contract. And send the PO to the provider as soon as approved	Approved the Purchase Order	Receives SAP Purchase Order from the coordinator
Creates SAP LSO Event and book people to be trained		
Sends Training Provider completed Task Order form with LSO Number and the Eskom Training Register with the names of the people to be trained a week or 2 weeks prior to Training delivery		Receives completed Task Order form from Training Coordinators and send it back as confirmation with the quotation for training and estimated T&S costs where applicable
Receive signed Task Order Form from Supplier as confirmation that they will deliver the Training with Training Instructors details (and T&S Quotations where applicable)		Sends signed Task Order back to Training Coordinator with Facilitators Details (and T&S Quotations) to confirm training request withing 2 days after receiving the request

Receive Completions Certificate and signed training attendance register and assessment results and applicable T&S invoices from Training Provider 2 days after training	Conducts random Training Instructor and Training delivery quality evaluations	Conducts training as per the Task Order and sends the Training Coordinator Completion Certificate and final signed Training Attendance Register with assessment results and applicable T&S invoices within 2 days post Training delivery
Confirm Training register with Attendees to ensure correctness and wrap event on LSO	Investigates all Training queries and provides feedback to all parties	Emails Training certificates to Training Coordinator 7 days after training
Receive Training certificates from Training Provider 7 days after training	Receive TAX invoice with all attachments (T&S invoices/ Google Map for claimed KMs; attendance registers with SAP LSO Numbers and Training Coordinators signature and details) from Training Provider by the 7 <sup>th</sup> of each month	Sends TAX invoice with all attachments (T&S invoices/ Google Map for claimed KMs; attendance registers with SAP LSO Numbers and Training Coordinators signature and details) to Employer's Agent by the 7 <sup>th</sup> of each month
Distributes Training Certificates to Learners withing 5 days after receiving them from Training Provider.  Send Training Provider Service Entry (SE) and Goods Receipt (GR) numbers to Training Provider		Send final invoice with SE and GR Numbers to Eskom Finance Shared Services for Payment
Cancel all training a week before the planned delivery date where Learners are not available to attend training	The effective management of the contracts and proper use of allocated funds	Ensures the quality and timely delivery of all training by Facilitators
Training can be cancelled or postponed to a date suitable to the Learners and Training Provider	Receive all concerns from all parties and coordinates responses/investigations	Ensures proper and professional conduct of all Admin and Training personnel
Attend all scheduled Contracts Management meetings with the Training Providers when requested	Schedule regular Contracts Management meetings with the Training Provider and Eskom Learning Delivery personnel	Attend all scheduled Contracts Management meetings

		Sending all concerns and enquiries to The Employer's Agent
		Supplier may be requested to postpone training for reasons beyond Training Coordinators or where Learners are not available to complete the Training due to urgent plant emergencies.
		Training Provider may charge Eskom for the minimum number of learners where training was cancelled less than 2 days before scheduled training date as per the NEC PSC.

- 3) Eskom Finance department will process the invoice as per the PO and Completion Certificate and the supplier should be paid within a reasonable time as per their BEE status.
- 4) For courses that do not require SETA credits, the service provider should submit completed completion certificate, attendance registers, tax invoices, assessments results and feedback reports before claiming for payment.
- 5) Where SETA credits are required, the service provider should submit completed completion certificate, attendance registers, tax invoices, and proof of submission of assessment results to the applicable SETA before claiming for payment.
- 6) **Cancellation and postponement of training by either party:**

**In the case where the employer must postpone training due to unforeseen circumstances on the day of training or less than 7 days before the postponement, The Employer's Agent may negotiate with The Consultant and request to move training to the reasonable date to avoid loss and wasteful expenditure.**

**In the case where the employer must cancel training due to unforeseen circumstances, the employer will give notice to the Consultant/ Training Provider 7 days before training and not pay for such cancellation.**

**However, in the case where the employer must cancel training due to unforeseen circumstances 6 days and less before training, the employer will pay for a minimum of 10 learners for that cancelled class.**

**The above cancellation clause will also apply to the Consultant. Eskom will recover the cost of the cancelled course from the consultant for the same minimum numbers by deducting the cost of the cancelled course from the next course the Consultant will be presenting to Eskom at any training site.**

**Should the Consultant incur cancellation costs for travel and accommodation where the Employer has issued a cancellation notification less than 7 days before training, the employer will be responsible for such costs. The Consultant can submit an invoice with supporting documents for such cancellation to be covered under T&S Cost.**

**Facilitator, Moderator & Assessor:**

- 1) The service provider must submit to the Employer's agent/Contract Manager a list of all their Facilitators who will present the training, Moderators and Assessors stating their names, accreditation, qualifications, and related experience as well as their Eskom Accreditation letter.
- 2) If Facilitators are to be changed during the execution of the contract, the credentials of the replacement trainers must be submitted timely to the Employer's Agent/Contract Manager for approval.

**Facilitator, Moderator & Assessor Qualifications:**

**Facilitators, Assessors and Moderators and should be accredited on the specific unit standard or course they present, assess and moderate and must be well experienced and qualified to present, assess and moderate such courses.**

**Facilitator, Moderator & Assessor Accreditation/Registration Requirements**

It is recommended for The Facilitators/Assessors and Moderators to also be registered with ETDPSETA.

**Facilitator, Moderator & Assessor Experience**

Minimum: 3 years in technical industries as a Technical Facilitator or Practitioner

Preferred: 5 years related industry experience as a Technical Facilitator or Practitioner

**Class Size:**

Classes shall be made up of a minimum of 10 learners and Maximum will be 15 for all courses.

**Training Content and Material Delivery Specifications:**

- 1) The employer agent will issue the Eskom approved learning materials, facilitator guide as well as learner guide.
- 2) The assessments shall be requested and obtained from the Eskom Master Facilitator assigned for the GEMMA Cluster.
- 3) Service providers are expected to provide the client with training content, which is unit standard aligned, including Pre and formative assessments, summative assessment criteria and other assessment instruments.
- 4) Service providers must understand that they may at any time be assessed and evaluated with regards to course content, training methodology, trainer's knowledge, and experience.
- 5) All service providers must be accredited as training providers by the relevant SETAs and use accredited Facilitators, Assessors and Moderators.

- 6) All service providers will be evaluated, and reference checks will be undertaken to verify their accreditation.
- 7) Where there is a registered Unit Standard for the course/training the service provider and the facilitator must be accredited and registered for delivering that Unit Standard as may be required by Eskom.
- 8) Unit standards are quoted as a guide to assist in the standardisation of our training. Courses where participants are expected to acquire SETA credits have been specified.

**Training Delivery:**

- 1) Eskom requires that the training delivery methodology be that of classroom training, face to face.
- 2) The medium of instruction will be English.

**Quality Assurance on training material:**

- 1) The employer agent will issue the Eskom approved learning materials, facilitator guide as well as learner guide.
- 2) No refresher-training will be provided under this contract. Only full courses as per the scope of work will be provided by the contracted Training Provider.

**Duration of Training interventions:**

- 1) The duration of each training intervention will be as per the scope of work.
- 2) The supplier should stick to the stipulated durations and not shorten nor lengthen the training. Eskom will raise a non-conformance report (NCR) against such actions.

**Learner Assessment and Competency Certificates:**

- 3) Learners must be assessed at the start of the training (Pre- Assessment) to assess their level of knowledge on the subject and again upon completion of training (Post Assessment) to assess the knowledge shift percentage according to the outlined outcomes and be given a course completion certificate.
- 4) Upon completion of training, the provider will issue the certificates to the attendees as per the attendance register and results provided by the training provider.
- 5) All accredited Facilitators, Assessors and Moderators qualifications to be submitted TO THE Employer’s Agent/ Contract Manager before training delivery (electronically – on a USB or by email).

**CPD points:**

No CPD points required for the scope of work.

**Management meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _TBA_____ at ____	TBA	<i>Employer’s Requesting Managers, Contract Management and Consultant</i>

Overall contract progress and feedback	Monthly on ___TBA___ at ___	TBA	<i>Employer's Agent, Employer's Requesting Managers, Contract Management and interested parties and Consultant</i>

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The 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**

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

**Provision of bonds and guarantees**

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

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

**Documentation control and retention**

**Identification and communication**

The Employer's documentation requirements shall be specified in the Task Order.

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

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

Contractual communications such as notification of Compensation Events or instructions to deliver services which are not directed at/received from the Employer's Agent shall not be acknowledged by the Employer and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk

### **Retention of documents**

The *Consultant* retains copies of drawings, specifications, reports, and other documents which record the services in the form stated in the Task Order. The time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

### **Quality management**

#### **System requirements**

Refer to QM58 procedure

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

Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. The quality policy statement and quality plan to be provided within Four (4) weeks of the Contract Date.

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

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

Clause 70.1 states that the Employer has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The Employer's intended purpose is referred to in the Task Order.

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

Consultants and associated Facilitators or any other person will not have the right to share or copy or distribute the training material developed and provided by Eskom without written permission from Eskom and The Employer's Agent.

### **Transfer of rights if Option X 9 applies**

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

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

Refer to Annexure C for the format of a Task Order which shall be used by the *Employer* as the means of instructing the *Consultant* to deliver *services*. No work shall be carried out without a Purchase Order and signed Task Order issued by the *Employer's Agent* or *Eskom employees appointed by the Employer's Agent to issue such Task Orders on this contract*.

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

All Travel and Sustenance cost Expenses shall be paid for by the *Consultants* and reimbursed at cost after assessment. The *Consultant* shall include itemised estimated expenses in all proposals in response to The Task Order issued by the *Employer*. Forecasts of estimated *Expenses* shall be submitted to the *Employer's Agent* or requesting Training Coordinator/Administrator/Manager for acceptance as part of the Task Order. Expenses that are incurred without the *Employer's* prior acceptance in writing shall not be reimbursed by the Employer.

**Health and safety**

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

The *Consultant* shall comply with the health and safety requirements contained on the Task Order (Annexure D to this Scope). The relevant site manager shall require the *Consultant* to attend SHE Induction training provided by the *Employer*. It is essential that the *Consultant* is conversant with Eskom safety procedures training prior commencing any work on site.

Should the *Consultant* be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, such extra safety requirements will be communicated to the *Consultant*.

**Life Saving Rules**

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

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

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

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

**Eskom Life Saving Rules are:**

- Rule 1: Open, Isolate, Test, Earth, Bond and/or insulate before touch (above 1 000 V)
- Rule 2: Hook up at heights
- Rule 3: Buckle up
- Rule 4: Be sober
- Rule 5: Ensure that you have a permit to work

**Procurement**

**BBBEE and preferencing scheme**

The Supplier Development and Localisation (SD&L) obligations for this contract are:

Target	Propose
	For the Supplier Development and Localisation (SD&L) obligations for this contract.

### **Other constraints**

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

No Sub- contracting will be allowed on this contract.

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

The *Consultant* shall be required to prepare subcontract documentation using the NEC3 system. Subcontract tenders are to be issued, received, assessed, and awarded with the *Employer's* commercial representatives notified in the entire process. The *Employer* reserves the right to accept or reject the appointment of a sub-consultant in terms of this contract. The *Employer* reserves the right to terminate the contract should the *Consultant* fails to adhere to the SD&L requirements of subcontracting.

#### **Limitations on subcontracting**

The *Consultant* shall not subcontract a portion of the contract in excess of that agreed with the *Employer* and documented before contract award.

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

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

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

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

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

It is very important that the *Consultant* keeps records of his people working on the *Employer's* property, including those of his Sub-consultants. The *Employer's* Agent shall have access to these records at any time. These records may be needed when assessing compensation events. The restrictions on hours worked shall be specified on the Task Order

#### **Things provided by the *Employer***

- 1) The *Employer* shall provide training facilities, learning materials and assessments, access to equipments, systems and guidance on requirements specific to the *Employer* to enable the *Consultant* to deliver the services as required by the *Employer*.
- 2) Eskom will also ensure that Learners attend training with the required appropriate PPE used in the work place as determined by the risk assessment, written safe work procedure/task analysis/work instruction and in compliance with the 240-100979499 Personal Protective Equipment for Work at Heights Specification.
- 3) Eskom will give The Training Provider access to ESKOM Training Modules or Procedures to incorporate into their training material and use when training Eskom Employees where applicable.

#### **The Service Providers will be required to:**

- 1) Have a national footprint and deliver training at various GEMMA Cluster training sites during the normal Eskom business hours.

- 2) Provide a laptop for the Facilitator with HDMI or latest required cable to be able to connect to any available Projector available in Eskom's training rooms.
- 3) Comply to Eskom's quality assurance audits, inspections, and Non-Conformance process where there are complaints and non-compliance issues.

**Exclusions**

The *Consultant* shall provide and use own tools, special equipment, IT hardware and software, PPE, stationery and acquire all necessary licences, permits and authorisations required to perform the services.

