



## NEC3 Professional Services Contract (PSC3)

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

**and**

**Reg No. ....**

**for Providing Occupational Hygiene Training on an as  
and when required basis for a Period of Four (4)  
Years at any of Eskom Training Centres.**

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**CONTRACT No.:**

**VENDOR No.:**

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**PART C1:        AGREEMENTS & CONTRACT DATA**

| <b>Document reference</b> | <b>Title</b>                                           | <b>No of pages</b> |
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## C1.1 Form of Offer & Acceptance

### Offer

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

Providing Occupational Hygiene Training on an as and when required basis for a Period of Four (4) Years at any of Eskom Training Centres.

The supplier, identified in the Offer signature block, has,

|               |                                                                                                                                                                                 |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>either</i> | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
| <i>or</i>     | examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.                                                                               |

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

|                                                     |  |
|-----------------------------------------------------|--|
| The offered total of the Prices exclusive of VAT is |  |
| Value Added Tax @ 15% is                            |  |
| The offered total of the Prices inclusive of VAT is |  |
| (In words:)                                         |  |

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

Signature(s)

Name(s)

Capacity

**For the  
Supplier:**

Name &  
signature of  
witness

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work:                                                                   |

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

Middle Manager Eskom Academy of Learning

**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                                                                     | <b>W1: Dispute resolution procedure</b>                                                                                                                 |
|          | and secondary Options                                                                         | <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>Providing Occupational Hygiene Training on an as and when required basis for a Period of Four (4) Years at any of Eskom Training Centres.</b>        |
| 11.2(10) | The following matters will be included in the Risk Register                                   |                                                                                                                                                         |
| 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                                                | English                                                                              |                                        |
| 13.3    | The <i>period for reply</i> is                                                         | One business day                                                                     |                                        |
| 13.6    | The <i>period for retention</i> is                                                     | Forty-Eight (48) months following Completion or earlier termination.                 |                                        |
| 2       | The Parties' main responsibilities                                                     |                                                                                      |                                        |
| 25.2    | The <i>Employer</i> provides access to the following persons, places and things        | access to                                                                            | access date                            |
|         |                                                                                        | 1                                                                                    | Training Facilities as per task orders |
| 3       | Time                                                                                   |                                                                                      |                                        |
| 31.2    | The <i>starting date</i> is:                                                           |                                                                                      |                                        |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is:                    |                                                                                      |                                        |
| 11.2(6) | The <i>key dates</i> and the <i>conditions</i> to be met are:                          | Condition to be met                                                                  | key date                               |
|         |                                                                                        | 1                                                                                    | As per task orders                     |
| 31.1    | The Supplier/ <i>Consultant</i> is to submit a first programme for acceptance within   | 7 days after receiving each task order                                               |                                        |
| 32.2    | The Supplier/ <i>Consultant</i> submits revised programmes at intervals no longer than | 7 days after receiving each task order                                               |                                        |
| 4       | Quality                                                                                |                                                                                      |                                        |
| 4.1     | The quality policy statement and quality plan are provided within                      | n/a                                                                                  |                                        |
| 4.2     | The <i>defects date</i> is                                                             | As per the contract Agreement                                                        |                                        |
| 5       | Payment                                                                                |                                                                                      |                                        |
| 5.1     | The <i>assessment interval</i> is                                                      | From the 07th day of each month to the 07 <sup>th</sup> day of the subsequent month. |                                        |
| 5.2     | The <i>expenses</i> stated by the <i>Employer</i> are                                  | Item                                                                                 | Amount                                 |
|         |                                                                                        | As per the task order                                                                | As per the task order                  |
| 5.3     | The period within which payments are made is                                           | Thirty (30) days from date of invoice.                                               |                                        |
| 5.4     | The <i>currency of this contract</i> is the                                            | South African Rand                                                                   |                                        |

5.5 The *interest rate* is

(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rand and

(ii) 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.

|      |                                                                                                                                                                     |                                                                                                                                                                      |                                                                                        |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 6    | Compensation events                                                                                                                                                 | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |                                                                                        |
| 7    | Rights to material                                                                                                                                                  | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |                                                                                        |
| 8    | Indemnity, insurance and liability                                                                                                                                  | n/a                                                                                                                                                                  |                                                                                        |
| 81.1 | The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are                                                                    | n/a                                                                                                                                                                  |                                                                                        |
|      | <b>Event</b>                                                                                                                                                        | <b>Cover</b>                                                                                                                                                         | <b>Period following Completion of the whole of the services 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> | Whatever the Supplier/ <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims                                             | See Notes to Consultants in Annexure A                                                 |

|           |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                     |                                               |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|           | death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services. | <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>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                     |                                               |
| <b>G</b>  | <b>Term contract</b>                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     |                                               |
| 10.2      | The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than                                                                                     | <b>As per monthly task orders and training schedules</b>                                                                                                                                                                                                                                                                                            |                                               |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                     |                                               |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                      | <b>The person selected from the Eskom Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him.</b>                                                                                                                                                                                        |                                               |
| 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>                        |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                                                                                                                                  |                                                                                                                                                         |
|            | 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>                                                                                                                                              |
| <b>X10</b> | <b>The <i>Employer's Agent</i></b>                                                                                                                                                        |                                                                                                                                                         |
| X10.1      | The <i>Employer's Agent</i> is                                                                                                                                                            |                                                                                                                                                         |
|            | Name:                                                                                                                                                                                     |                                                                                                                                                         |
|            | Address                                                                                                                                                                                   |                                                                                                                                                         |
|            | 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>                                                               |
| 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 <i>services</i>.</b>                                                                                   |
| <b>Z</b>   | <b>The <i>Additional conditions of contract</i> are</b>                                                                                                                                   | <b>Z1 to Z11 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 *Supplier/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 because of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

**Z2 Joint ventures**

- Z2.1 If the *Supplier/ 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 / Supplier* on their behalf.
- Z2.3 The *Consultant/ Supplier* does not substantially 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 *Supplier/Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier/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 *Supplier/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 *Supplier/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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier/Consultant* which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier/Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if the *Supplier/Consultant* (or any member of the *Consultant* where the *Supplier/Consultant* constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Supplier/Consultant* or any such member is removed from an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 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.

## **Z5 Confidentiality**

- Z5.1 The *Supplier/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 *Supplier/Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier/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.
- Z5.2 If the *Supplier/Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z5.3 In the event that the *Supplier/Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier/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. If such protective order is not, or cannot, be obtained, then the *Supplier/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.
- Z5.4 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*.

## **Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 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.

## **Z7 Provision of a Tax Invoice. Add to core clause 51**

- Z7.1 The *Supplier/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.

## **Z8 Notifying compensation events**

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Supplier/Consultant* but did not".

**Z9            *Employer's limitation of liability***

- Z9.1    The *Employer's* liability to the Supplier/*Consultant* for the Supplier/*Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

**Z10            *Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":***

- Z10.1    Or had a judicial management order granted against it.

**Z11            *Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)***

- Z11.1    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.
- Z11.2    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.

**Z12****Z12.1    *Non-Solicitation clause***

Both Parties agrees not to utilize, engage, solicit for hire, or hire any individual who provided Services to Customer under this Agreement for a period of six (6) months after the termination of this Agreement under which the individual performed the Services.

However, should a position be advertised in the press, and the individual gets appointed as a result of his/her response to said advert, Eskom will not be held liable for any placement fees

## 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.

## C1.2 Contract Data

| Clause                  | Statement                                                                                                                                                                                                                         | Data                                                                                                       |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 10.1                    | The Supplier:<br><br>Address:<br><br>Tel No;<br><br>Fax No.                                                                                                                                                                       |                                                                                                            |
| 22.1                    | The Supplier's <i>key persons</i> are:<br><br>1 Name:<br><br>Job:<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience:<br><br>2 Name:<br><br>Job<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience: |                                                                                                            |
| Info.                   |                                                                                                                                                                                                                                   | <b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .</b> |
| 11.2(3)                 | The <i>completion date</i> for the whole of the <i>services</i> is                                                                                                                                                                |                                                                                                            |
| 11.2(10)                | The following matters will be included in the Risk Register                                                                                                                                                                       |                                                                                                            |
| 11.2(13)                | The <i>staff rates</i> are:                                                                                                                                                                                                       | <b>name/designation      Rate</b>                                                                          |
| <b>Refer to Part C2</b> |                                                                                                                                                                                                                                   |                                                                                                            |
| 25.2                    | The <i>Employer</i> provides access to the following persons, places and things                                                                                                                                                   | <b>Names of trainers/instructors      access date</b>                                                      |
|                         |                                                                                                                                                                                                                                   | 1                                                                                                          |
|                         |                                                                                                                                                                                                                                   | 2                                                                                                          |

|          |                                                         |                                                                                                                                                     |               |
|----------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|          |                                                         | <b>3</b>                                                                                                                                            |               |
| 31.1     | The services identified in the Contract Data is         | Provision of Occupational Hygiene Training on an 'as and when' required basis for a period of four (04) years at any of the Eskom Training Centres. |               |
| 50.3     | The <i>expenses</i> stated by the <i>Consultant</i> are | <b>Item</b>                                                                                                                                         | <b>amount</b> |
| <b>G</b> | <b>Term contract</b>                                    |                                                                                                                                                     |               |
| 11.2(25) | The <i>task schedule</i> is in                          |                                                                                                                                                     |               |

## PART 2: PRICING DATA

### PSC3 Option G

| Document reference | Title                         | No of pages |
|--------------------|-------------------------------|-------------|
| 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:

#### **Preamble**

- 1.1 The Supplier is appointed to Providing Occupational Hygiene Training on an as and when required basis for a Period of Four (4) Years at any of Eskom Training Centres for Eskom Academy of Learning (EAL) 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.

#### 1. Services

The service will be for the provision of Generation Occupational Health and Safety and Environmental Management (SHE) Training Programme for Line Managers and Supervisors on as and when required basis for the Period of Five (5) Years at any of Eskom Training Centres as 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 sixty months on as and when required basis from **START DATE**: till **END DATE**, based on the budget information. The Supplier/Consultant will be entitled to charge per person for the course using the negotiated and concluded prices.

- 1.1. The Supplier/ Entity will be allowed to train only the course listed on the below Negotiated Prices table based on the results of the reviewed submitted training material.

| Item                             | Course Name                                                                   | Training Duration | Number of People to be trained (IDP) | Cost Per Person | Total cost for people to be trained |
|----------------------------------|-------------------------------------------------------------------------------|-------------------|--------------------------------------|-----------------|-------------------------------------|
| 1.                               | Monitoring and management of heat stress associated with confined space entry | 2 Days            | 700                                  |                 |                                     |
| 2.                               | BMT: Fundamentals - common OH measurement techniques                          | 4 Days            | 300                                  |                 |                                     |
| 3.                               | BMT: Ventilation                                                              | 3 Days            | 200                                  |                 |                                     |
| 4.                               | BMT: Aerosols, excl. asbestos                                                 | 3 Days            | 100                                  |                 |                                     |
| 5.                               | BMT: Asbestos                                                                 | 2 Days            | 150                                  |                 |                                     |
| 6.                               | BMT: Gases and Vapours                                                        | 2 Days            | 200                                  |                 |                                     |
| 7.                               | BMT: Noise                                                                    | 2 Days            | 250                                  |                 |                                     |
| 8.                               | BMT: Illumination                                                             | 1 Day             | 200                                  |                 |                                     |
| 9.                               | BMT: Thermal Stress                                                           | 2 Days            | 220                                  |                 |                                     |
| 10.                              | BMT: Electromagnetic Field Radiation (EMF)                                    | 3 Days            | 180                                  |                 |                                     |
| 11.                              | BMT: Ionising Radiation (IR)                                                  | 2 Days            | 180                                  |                 |                                     |
| 12.                              | BMT: Non-Ionising Radiation UV                                                | 2 Days            | 120                                  |                 |                                     |
| 13.                              | BMT: Indoor Air Quality                                                       | 2 Days            | 250                                  |                 |                                     |
| 14.                              | Gas Testing - Confined Space                                                  | 3 Days            | 900                                  |                 |                                     |
| 15.                              | Asbestos - Surveying & Sampling Strategies                                    | 3 Days            | 120                                  |                 |                                     |
| 16.                              | Management of Asbestos                                                        | 2 Days            | 120                                  |                 |                                     |
| 17.                              | Physical Hazards – Awareness                                                  | 2 Days            | 100                                  |                 |                                     |
| 18.                              | Hazardous Biological Agents (HBA) – Awareness                                 | 1 Day             | 700                                  |                 |                                     |
| 19.                              | Ergonomics – Specialist                                                       | 5 Days            | 150                                  |                 |                                     |
| <b>Sub Total</b>                 |                                                                               |                   |                                      |                 |                                     |
| <b>Traveling and Subsistence</b> |                                                                               |                   |                                      |                 |                                     |
| <b>Total (Excl. VAT)</b>         |                                                                               |                   |                                      |                 |                                     |

## 1.2. Rebates And Discounts

1.2.1. 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*.

## 1.3. Cost Management and Reconciliations

1.3.1. It is the obligation of the *Consultant* to manage costs within approved purchase order values, including costs of third-party suppliers.

1.3.2. 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.

- 1.3.3. 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*.
- 1.3.4. 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*.
- 1.3.5. 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.
- 1.3.6. 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.
- 1.3.7. 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.
- 1.4. Cost Estimates
- 1.4.1. 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.
- 1.4.2. 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.
- 1.4.3. 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.

1.5. 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.
- 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)

#### 1.6. Audit

- 1.6.1. 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.
- 1.6.2. 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 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.
- 1.6.3. 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.
- 1.6.4. 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.

#### 1.7. Travel and Sustenance cost

- 1.7.1. 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.
- 1.7.2. 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 Supplier/Consultant shall not claim for travelling km if their offices are within 50km radius from the Employer/Eskom training site.</li> <li>• Supplier/Consultant must submit to the Employer's Agent their national footprint map indicating areas where they have Offices and Facilitators.</li> <li>• 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.</li> <li>• Kilometres from the Supplier/Consultant/ Facilitators home to Eskom training site cannot be claimed</li> </ul> |
| KM rates        | R3.60/km                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Car rental      | <ul style="list-style-type: none"> <li>• Car rental only allowed where the Facilitator will be moving from The Airport to the Training Venue and to the Accommodation Facility.</li> <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&amp;I - Undertakings:

## ➤ Skills and Development:

For every R1 000 000.00 received from Eskom one person must be trained (e.g., Facilitator, Moderator & Assessor, or office administrator)

## ➤ 100% local content

## Part C3: Scope of Work

### Description of the services

#### Executive overview

The scope of work here will be the Providing of Occupational Hygiene Training on an as and when required basis For a Period of Four (4) Years at any of Eskom Training Centres as per the detailed scope of work contained in this document.

In line with Procedure 32-477 (Safety, Health, and Environment Training and Development) a need for training provides the basis for this contract's scope of work. Thus, ensuring that safety, health, and environmental training is provided to all employees performing tasks that can have a significant environmental impact on or cause harm to people.

It also aims to ensure that, through appropriate education, training, or experience, employees, and subsidiaries, are competent as described in Eskom requirements, operating criteria, or legal requirements.

Effective training will contribute to increasing responsible behaviour and embedding the Eskom values, the Zero Harm value, in Eskom's practices.

Historically, each area (business unit or site) had its own contract or contracts to deliver safety, health, environmental and quality training, and there were flaws such as the same supplier charging different prices for the same course.

With the organisation's strategic direction to standardise, optimise and simplify business processes and operations, the Eskom Academy of Learning has become the custodian for training. The tendering process and co-ordination thereof are being done from a centralised place, even though the actual training delivery will still be decentralised from various training sites throughout the country.

### Specification and description of the services

#### **5.1 Monitoring and management of heat stress associated with confined space entry**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, SHE Reps. Staff, involved with management and monitoring of Confined Space Entry Activities, e.g., Chemical Services personnel, managerial and supervisory personnel, technical personnel, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners on how to monitor and manage Heat Stress, associated with Confined Space entry.

**Course contents:****The course should include the following:**

1. Physiology of Heat Stress
2. The Effect of Confined Space Entry on Elevating the Risk of Heat Stress
3. Excessive heat and human physiology
4. The Effect of Confined Space Entry on Elevating the Risk of Heat Stress
5. Heat Stress Legislation and Other Standards of Best Practice
6. Heat Stress Monitoring Instrumentation and Measurement Procedures
7. Controls

**Course outcomes:**

After completing this course, you should be able to demonstrate your knowledge and understanding of:

1. Excessive heat and human physiology.
2. The effect of confined space entry on elevating the risk of heat stress.
3. The legal requirements, related to Heat Stress Management.
4. Conducting a Heat Stress Risk Assessment.
5. Developing and implementing a Heat Stress Management Plan.
6. Conducting Heat Stress Measurements/Monitoring.
7. Calculating Work-Rest Cycles.
8. Demonstrating accurate record keeping.

**5.2 BMT: Fundamentals – common OH measurement techniques**

**Course duration:** 4 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners, SHE Reps, OHS managerial and supervisory personnel.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners in the basic principles of Occupational Hygiene Measurements.

**Course contents:**

1. The course should include the following:
2. The Basic Principles of Accuracy, Precision, and Sampling Error
3. The Principle of Representative Sampling
4. The Basic Principles of Instrument Calibration
5. The Basic Principles of Noise Measurements for Noise Zoning and Hearing Conservation Purposes
6. Basic Principles of Hazardous Chemical Agents (HCA) Exposure Measurements
7. Local Extraction Ventilation (LEV)
8. Heat Stress Measurements
9. Artificial Illumination Measurements
10. Evaluation of General Ventilation: Carbon dioxide (CO<sub>2</sub>) Measurements

**Course outcomes:**

After completing this course, the learner should be able to demonstrate your knowledge and understanding of:

1. Distinguish between and explain the basic principles of accuracy and precision.
2. Discuss the different types of sampling errors that can occur, their impact on sampling results and how to prevent them from occurring.
3. Describe the principle of representative sampling.
4. Describe the basic principles of instrument calibration.
5. Explain external and internal (field) calibration of Occupational Hygiene survey instruments.
6. Discuss correct measurement instrument and sample handling procedures.
7. Explain how to correct measurement values in accordance with calibration data.
8. Explain how to correct measurement values, to be representative of employee exposure levels.
9. Explain the basic principles of the measurement of noise levels.
10. Discuss the basic principles of the measurement of Hazardous Chemical Agents.
11. Discuss the basic principles of the air velocity measurements for the evaluation of Local Extraction Ventilation systems.
12. Discuss the basic principles of Heat Stress measurements.
13. Discuss the basic principles of the measurement of illumination for the evaluation of artificial illuminance.
14. Discuss the basic principles of the evaluation of general ventilation, by means of Carbon Dioxide level measurements.
15. Apply your knowledge of basic principles and procedures for Occupational Hygiene measurements in any given situation.

### **5.3 BMT: Ventilation**

**Course duration:** 3 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.



**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners on how to conduct extraction ventilation system efficiency testing.

**Course contents:**

The course should include the following:

1. Legislative and Other Standards
2. Air Velocity and Air Pressure Measurement Instruments
3. Components of an Extraction Ventilation System
4. Measurement Points
5. Air Velocity and Air Pressure Meter Set-Up and Operation
6. Calculations and Interpretation of Results
7. Control and Improvement Measures

**Course outcomes:**

After completing this course, the learner will be able to:

1. Explain the basic principles, definitions, units of measurement and the proposed standards of the physics of Airflow and Air Pressure.
2. Explain legislative and other standards of ventilation.
3. Identify the different components of air velocity and air pressure measuring equipment.
4. Explain the functioning, correct setting-up, and the application of operating procedures of instrumentation.
5. Identify the components of an Extraction Ventilation System.
6. Correctly identify measurement positions.
7. Perform ventilation calculations correctly.
8. Interpret and evaluate ventilation measurement results.
9. Identify and define basic control and improvement measures.

#### **5.4 BMT: Aerosols, excl. asbestos**

**Course duration:** 3 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners in the basic principles of Occupational Hygiene Measurements.

**Course contents:**

The course should include the following:

1. Definitions, Units of Measurement and Legislative Aerosol Exposure Standards
2. Legislation and Exposure Standards
3. Components of a Sampling Train
4. Sampling Techniques
5. Sampling Train Calibration Procedures
6. Field Sampling and Sample Media Handling
7. Calculation and Evaluation of Results
8. The Basics of Aerosol Exposure Control

**Course outcomes:**

1. After completing this course, the learner will be able to:
2. Select and apply your knowledge and understanding of the appropriate sampling methodology.
3. Select appropriate sampling media and equipment.
4. Correctly assemble and calibrate sampling equipment.
5. Operate sampling equipment by collecting air samples.
6. Correctly complete data collection sheets.
7. Calculate aerosol concentrations and employee exposure levels.
8. Evaluate exposure levels against statutory standards.
9. Identify and evaluate basic control and improvement measures.

## **5.5 BMT: Asbestos**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners on how to measure airborne Asbestos fibre concentrations by means of active air sampling technique.

**Course contents:**

The course should include the following:

1. Definitions, Units of Measurement and Legislative Airborne Asbestos Fibre Exposure Standards
2. Components of a Sampling Train
3. Sampling Train Calibration Procedures
4. Field Sampling
5. Sampling Media Handling and Sampling Errors
6. Calculations and Evaluation of Results
7. Legislation
8. Asbestos Control Measures

**Course outcomes:**

After completing this course, the learner should be able to:

1. Select and apply your knowledge and understanding of the appropriate sampling methodology and equipment.
2. Select appropriate sampling media.
3. Correctly assemble and calibrate sampling equipment.
4. Operate sampling equipment – collect air samples.
5. Correctly complete data collection sheets.
6. Calculate airborne Asbestos fibre concentrations and employee exposure levels.
7. Evaluate exposure levels, against statutory standards.
8. Identify and define basic control and improvement measures.

## **5.6 BMT: Gases and Vapours**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners in the basic principles of gas and vapour measurements.

**Course contents:**

The course should include the following:

1. Definitions and Units of Measurement
2. Legislation and Exposure Standards
3. Components of a sampling train and the use of passive samplers and direct reading instruments
4. Selecting an Appropriate Sampling Technique
5. Sampling Train Calibration Procedures
6. Field Sampling
7. Calculations and evaluation of results
8. Controls

**Course outcomes:**

After completing this course, the learner should be able to:

1. Select and apply your knowledge and understanding of the appropriate sampling methodology.
2. Select appropriate sampling media and equipment.
3. Assemble and calibrate sampling equipment.
4. Operate sampling equipment and collect air samples.
5. Complete data collection sheets.
6. Calculate gas / vapour concentrations and employee exposure levels.
7. Evaluate exposure levels against statutory standards.
8. Identify and define basic control and improvement measures.

## **5.7 BMT: Noise**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners to measure occupational noise for hearing conservation purposes.

**Course contents:**

The course should include the following:

1. The Basics of Sound, Definitions and Units of Measurement
2. Legislative Standards
3. Noise Measurement Instruments
4. Sound Level Meter Set-Up and Calibration
5. Health Effects of Excessive Exposure to Noise
6. Field Survey
7. Calculations and Evaluation of Results
8. Noise Control

**Course outcomes:**

After completing this course, you should be able to:

1. Explain the basic principles of the physics of noise and physiology of noise induced hearing impairment.
2. Discuss noise induced hearing loss related legislation.
3. Identify the different components of a sound level meter.
4. Assemble a sound level meter.
5. Set-up and calibrate of a sound level meter.
6. Apply standard reference noise survey methodology, procedures and capturing field data.
7. Calculate employee noise exposure levels.
8. Evaluate exposure levels against statutory standards.
9. Explain the basics of noise control.

## **5.8 BMT: Illumination**

**Course duration:** 1 Day

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners to conduct Illumination measurements.

**Course contents:**

**The course should include the following:**

1. The Basic Principles of the Physics of Light, Definitions and Units of Measurement
2. Legislation
3. Illumination Measurement Instruments
4. Functioning, Correct Setting-Up and Application of Operating Procedures of Instrumentation
5. The Components of a Luminaire and Different Types of Luminaires
6. Measurement Points and Strategies
7. Calculations and Evaluation of Results
8. Control and Improvement Measures

**Course outcomes:**

After completing this course, you should be able to:

1. Explain the basic principles of the physics of light, definitions, units of measurement and proposed standards.
2. Identify the different components of a Lux Meter.
3. Explain the functioning, correct setting-up and application of operating procedures of the instrumentation.
4. Identify the components of a luminaire and discuss the different types of luminaires.
5. Identify measurement positions and apply appropriate measurement strategy.
6. Perform illuminance calculations correctly and interpret and evaluate illumination measurement results.
7. Identify and explain basic control and improvement measures.

## **5.9 BMT: Thermal Stress**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to train learners on how to conduct thermal stress measurements.

**Course contents:**

The course should include the following:

**Section 1 – Heat Stress**

1. Physiology of Heat Stress
2. The Mechanisms the Human Body Applies to Regulate its Core Temperature
3. Excessive Heat and Human Physiology
4. The Effects of Personal Protective Equipment (PPE) and Metabolic Rate on Heat Stress
5. Heat Stress Related Legislation and Other 'Best Practice' Standards
6. Heat Stress Monitoring Instrumentation and Measurement Procedures
7. Controls

**Section 2 – Cold Stress**

1. The Human Body and Its Interaction with Cold Environments
2. The Human Body's Reaction to Cold Stress
3. Health Effects of Cold Stress
4. Cold Stress Related Legislation and Other 'Best Practice' Standards
5. Measure Cold Stress and Interpret Data
6. Controls

**Course outcomes:**

After completing this course, the learner will be able to:

1. Explain what Heat Stress is.
2. Identify the mechanisms the human body applies to regulate its core temperature.
3. Explain how excessive heat affects human physiology.
4. Explain how PPE and Metabolic Rate can affect Heat Stress.
5. Explain Heat Stress related legislation and other 'Best Practice' standards.
6. Heat Stress Monitoring Instrumentation and measurement procedures.
7. Calculate and evaluate employee thermal stress exposure levels.
8. Identify and evaluate basic Heat Stress control and improvement measures.
9. Explain the human body and its interaction with cold environments.
10. Explain the human body's reaction to Cold Stress.
11. Identify the health effects of Cold Stress.
12. Explain Cold Stress-related legislation and other 'Best Practice' standards.
13. Explain Cold Stress Monitoring instruments and measurement procedures.
14. Measure Cold Stress and interpret data.

15. Identify and evaluate basic Cold Stress control and improvement measures.

## **5.10      BMT: Electromagnetic Field Radiation (EMF)**

**Course duration:** 3 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

### **Purpose:**

The purpose of the course is to train learners on how to assess and measure Electromagnetic Field Radiation.

### **Course contents:**

**The course should include the following:**

1. The Basics of Electromagnetic Fields (EMFs)
2. EMF related legislation and Other Best Practice Standards
3. Electromagnetic Field Strength measurement instruments
4. Electromagnetic Field Measurement Equipment
5. Basic (EMF) Survey Methodology and Procedures for Field Measurements
6. Calculations and Evaluation of Electromagnetic Field Measurement Results
7. Control Measures

### **Course outcomes:**

After completing this course, the learner should be able to:

**Explain the basic principles and the elementary physics related to Electromagnetism, Electromagnetic Waves and their health effects as well as physiological aspects of Electromagnetic Field Radiation exposure.**

1. Name and explain the exposure standards.
2. Identify the different components / equipment used for measuring Electromagnetic Field Strengths (Measurement of Electrical (E) and Magnetic (B) Field Strengths).
3. Correctly assemble, configure and set-up the Electromagnetic Field measurement equipment (inclusive of probes).
4. Apply basic Electromagnetic Field and Ultraviolet Light Survey methodology and procedures in any given situation.



5. Calculate and evaluate Electromagnetic Field measurement results.
6. Explain the basics of Electromagnetic Field Radiation Exposure Control Measures.

### 5.11 **BMT: Ionising Radiation**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners, Radiation Protection Officers (RPOs).

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to equip learners to quantify occupational exposure to ionising radiation.

**Course contents:**

The course should include the following:

1. Radioactivity and Radiation
2. Units of Radiation, Radioactivity and Biological Effects of Exposure to Radiation
3. Regulating Authorities, Legislation and Exposure Standards
4. Radiation Protection Functions and Competency Requirements
5. Radiation Measuring Instrumentation: Basic Types
6. Radiation Measuring Instrumentation: Basic Types
7. Radiation Measuring Instrumentation: Detector Types
8. Radiation Measuring Instrumentation: Calibration and Testing
9. Control Measures

**Course outcomes:**

1. After completing this course, the learner should be able to:
2. Explain the basic principles of the physics of radioactivity and ionising radiation.
3. Discuss the units of radioactivity and ionising radiation.
4. Discuss regulating authorities, legislation and exposure standards associated with exposure to ionising radiation.
5. Explain the various levels of the function of radiation protection and the required competencies.

6. Identify and discuss the basic types of radiation measuring instrumentation and the most commonly used types of detectors incorporated into the measuring instrumentation.
7. Set-up, calibrate of and use a variety of radiation measuring instrumentation and measurement techniques.
8. Calculate radiation levels and radiation exposure levels and evaluate radiation levels and radiation exposure levels against health and safety standards.
9. Identify and explain basic radiation protection strategies.

## **5.12      BMT: Non-Ionising Radiation UV**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

### **Course contents:**

The course should include the following:

1. The purpose of the course is to equip learners to quantify occupational exposure to ionising radiation.
2. The Basic Principles and Health Effects Related to Ultraviolet Radiation (UV)
3. Standards for Controlling Exposure to Ultraviolet Radiation (UV) in the Workplace
4. Ultraviolet Radiation (UV) Measurement Instruments
5. Ultraviolet Radiation Measuring Equipment Set-Up
6. Basic Ultraviolet Radiation Survey Measurement Methodology and Procedures for Field Measurements
7. Calculations and Evaluation of UV Measurement Results and Parameters
8. Control Measures

### **Course outcomes:**

After completing this course, the learner should be able to:

1. Explain the basic principles and the elementary physics related to Ultraviolet light, health effects and physiological aspects of Ultraviolet light exposure.
2. Identify the different components / equipment used for measuring Ultraviolet light (UV-A and UV-B).
3. Assemble, configure and set-up of Ultraviolet light measurement equipment.

4. Apply basic Ultraviolet Light Survey methodology and procedures in any given situation.
5. Calculate UV-A and UV-B Values for Retinal Lens hazard dose and Corneal and Erythema Hazards dose.
6. Explain the basics of Ultraviolet Light Control measures.

### **5.13      BMT: Indoor Air Quality**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to equip learners on how to conduct Ventilation and Indoor Air Quality Measurements for Indoor Air Quality Assessment purposes.

**Course contents:**

The course should include the following:

1. The Basic Principles of Air Quality
2. Standards and Limits
3. Ventilation and Indoor Air Quality Assessment Instrumentation
4. Indoor Air Quality Instrumentation
5. The Components of an Air Supply and Heating, Ventilation and Air Conditioning (HVAC) System
6. Measurements
7. Evaluation of Results
8. Control and Improvement Measures

**Course outcomes:**

After completing this course, you should be able to:

1. Explain the basic principles, definitions, units of measurement and proposed standards of Air Quality.
2. Identify and explain the function, set-up, and application of an Air Quality Monitor.

3. Discuss the components and functions of an air supply and Heating, Ventilation and Air Conditioning Systems.
4. Discuss the effects and process to monitor other common indoor air contaminants.
5. Measure and interpret Indoor Air Quality results in any given situation.
6. Interpret and evaluate air quality measurement results.
7. Recommend basic control and improvement measures.

#### **5.14      Gas Testing - Confined Space**

**Course duration:** 3 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, SHE Reps. Staff, involved with management and monitoring of Confined Space Entry Activities, e.g., Chemical Services personnel, managerial and supervisory personnel, technical personnel, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to enable learners to monitor and manage Gas Exposure, associated with Confined Space entry. This training aims to equip Occupational Hygiene Practitioners and "other" staff with the required knowledge and skills to be competent in Confined Space Entry related to Gas Exposure Monitoring and Management and to take individual accountability through their basic knowledge on the subject.

**Course outcomes:**

After completing this course, you should be able to demonstrate your knowledge and understanding of:

1. Gasses and human physiology.
2. The effect of confined space entry on elevating the risk of gas exposure.
3. The legal requirements, related to gas exposure and confined space management.
4. Conducting a Gas Exposure Risk Assessment.
5. Developing and implementing a Confined Space Management Plan.
6. Conducting Gas Exposure Measurements/Monitoring.
7. Calculate gas concentrations and employee exposure levels.
8. Demonstrating accurate record keeping.

#### **5.15      Asbestos - Surveying & Sampling Strategies**

**Course duration:** 3 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, other personnel with Occupational Hygiene and related qualifications, OHS Practitioners.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to enable learners to identify asbestos and asbestos containing materials accurately and effectively. This training aims to equip Occupational Hygiene Practitioners and "other" staff with the required knowledge and skills to be competent in asbestos surveying and sampling strategies and to take individual accountability through their basic knowledge on the subject.

**Course outcomes:**

1. Candidates should understand the health effects of exposure to asbestos fibres;
2. Candidates should be able to identify types of asbestos and uses of asbestos in buildings;
3. Candidates should understand the different types of asbestos surveys;
4. Candidates should understand how to conduct safe and effective asbestos surveys;
5. Candidates should understand and demonstrate how to perform bulk sampling;
6. Candidates should understand and implement risk assessing and managing asbestos-containing materials;
7. Candidates should understand and effectively use personal protection and decontamination.

## **5.16      Management of Asbestos**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, Environmental Practitioners, SHE Reps. Staff, involved with management of asbestos, e.g., managerial, and supervisory personnel, technical personnel, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of the course is to enable learners to manage asbestos and asbestos containing materials effectively in work environments. This training aims to equip Occupational Hygiene Practitioners and "other" staff with the required knowledge and skills to be competent in asbestos management functions and strategies and to take individual accountability through their basic knowledge on the subject.

**Course outcomes:**

1. Candidates should understand the properties of asbestos and health effects of exposure to asbestos fibres;
2. Candidates should understand regulatory requirements including responsibilities of building managers, occupiers and asbestos removal contractors;
3. Candidates should understand types of asbestos and its uses in buildings and building materials;
4. Candidates should understand the types of asbestos surveys and how these are used to aid in developing asbestos abatement work plans;
5. Candidates should effectively develop and understand the asbestos register, risk assessment and management plan;
6. Candidates should understand all aspects of asbestos remediation and removal including work plans, safe work procedures and removal techniques, education training and medical surveillance of workers, waste handling and disposal;
7. Candidates should understand the role of asbestos analysts and the associated laboratory.

## **5.17      Physical Hazards – Awareness**

**Course duration:** 2 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, Environmental Practitioners, SHE Reps, OHS managerial and supervisory personnel, technical personnel, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of this course is to equip learners with knowledge and skills to be able to demonstrate the ability to monitor, advise and report on compliance with legislation regarding physical hazards.

**Course outcomes:**

On completion of this course, learners will be able to:

1. Monitor, advise and report on the specified requirements with regards to physical hazards in a work place.
2. Understand and apply all the applicable regulations as contained in the OHS Act (85 of 1993) and the 'new' (currently still in Draft) Physical Agents Regulations.
3. Demonstrate knowledge pertaining to the application of methods in preventing exposure to physical hazards in a work place.
4. Perform basic control and confinement of physical hazards operations within the capabilities of the resources and personal protective equipment available.
5. Demonstrate understanding of the protection of people exposed to physical hazards and situations
6. Assist health and emergency services in protecting people and property from physical hazards.
7. Identify protective action factors.
8. Apply protective actions.
9. Apply health and safety precautions.
10. Demonstrate knowledge pertaining to the identification, classification and health effects of physical hazards in a workplace.
11. Analyse an incident for potential or actual exposure to physical hazards and their possible consequences.
12. Consider options and plan the management of an incident.
13. Implement a physical hazards management plan.
14. Evaluate a physical hazards management plan.

**5.18      Hazardous Biological Agents (HBA) – Awareness**

**Course duration:** 1 Day

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, Environmental Practitioners, Health Practitioners, SHE Reps, OHS managerial and supervisory personnel, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**

The purpose of this course is to equip learners with knowledge and skills to be able to demonstrate the ability to monitor, advice and report on compliance with legislation regarding Hazardous Biological Agents (HBA).

**Course outcomes:**

On completion of this course, learners will be able to:

1. Monitor, advice and report on the specified requirements with regards to HBAs in a work place.
2. Understand and apply all the applicable regulations as contained in the Hazardous Biological Agents Regulations of 2022.
3. Demonstrate knowledge pertaining to the application of methods in preventing exposure to HBAs in a work place.
4. Perform basic control and confinement of HBAs operations and exposed individuals within the capabilities of the resources and personal protective equipment available.
5. Demonstrate understanding of the protection of people exposed to HBAs and situations
6. Assist health and emergency services in protecting people from HBAs.
7. Identify protective action factors.
8. Apply protective actions.
9. Apply health and safety precautions.
10. Demonstrate knowledge pertaining to the identification, classification and health effects of HBAs in a workplace.
11. Analyse an incident for potential or actual exposure to HBAs and their possible consequences.
12. Consider options and plan the management of an incident.
13. Implement a HBA management plan.
14. Evaluate a HBA management plan.

**5.19      Ergonomics – Specialist**

**Course duration:** 5 Days

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where internal regulations, standards and procedures change.

**Validation of certificate:** Certificate does not expire.

**Related Unit Standard:** N/A

**Target Group:** Occupational Hygiene Practitioners, OHS Practitioners, Health Practitioners, Bio kineticists, Industrial Organisational Psychologists, Occupational Therapists, Engineers, etc.

**Minimum learners per class:** 10 learners

**Maximum learners per class:** 15 learners to allow enough practical demonstration and practice for each learner.

**Purpose:**



The purpose of the course is to provide OHS practitioners and related professionals, with hands on solutions to industrial ergonomic challenges, which will contribute to improved productivity, employee motivation and wellbeing, as well as minimising injuries, litigation costs, maintenance costs, staff turnover and absenteeism in the organisation.

**Course outcomes:****Learning Outcomes (short version):**

1. Allows individuals upon completion to do basic ergonomic assessments on tasks concerning Lifting, Carrying, Pushing/Pulling, and the Office.
2. Learners will gain knowledge of ergonomic principles and ergonomic assessments.
3. Learners will acquire skills to complete ergonomic assessments as well as various measurement techniques that are commonly used in an industrial and office environment.
4. Learners will be trained in the (ErgoRisk) Toolkit, for Lifting, Carrying, Work Related Upper Limb Disorders, Pushing & Pulling and Office ergonomics.

**Learning Outcomes (long version):**

1. Introduction to current & upcoming Ergonomics Regulations in South Africa.
2. Understanding the importance of good ergonomics in the work environment.
3. Learners will gain extensive knowledge regarding ergonomic risks in an industrial environment.
4. Gaining an understanding of, being able to identify, and provide practical solutions to reduce the risks regarding the possible development of musculoskeletal work related disorders for the upper limb, lower limb as well as the lower back and neck.
5. Being able to evaluate the current workstations and determine possible equipment, engineering or training requirements to improve the ergonomic compliance of the workstations.
6. Discussing the cost benefits of appropriate ergonomic design and methods of maximizing ROI through good ergonomics.
7. The learners will be provided with a Holistic Background Manual on applied ergonomics in industry.
8. Training in Manual Material Handling (lifting/carrying/pushing/pulling), WRULDS Identification & Controls.
9. Training in (Ergo-Risk Tools) (MMH & WRULDS, Pushing & Pulling and Office Ergonomics).

**There will be continuous assessments through discussions, quizzes, and practical exercises and final Summative assessment at the end of each course**

**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 their submitted training material and accreditation of their Facilitators.

**Specification of Products or Goods**

Training must be based on the identified competency gaps and scope of work.

***NB: Training is to be delivered on an as and when required basis on TEAMS or Face to Face in Classroom.***

**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 PCNCC for approval                                                                                                                                               | Send approved signed training plan and SAP Purchase Order to the Training Coordinators a day after PCNCC approval                               |                                                                                                                                                                         |
| Receive signed approved plan and Purchase Order from Contracts Manager/ Employer's Agent                                                                                                  | Send Purchase Order to Training Provider by the 1 <sup>st</sup> of each month for all anticipated training for the month as per PCNCC approvals | Receives SAP Purchase Order from Employer's Agent by the 1 <sup>st</sup> of each month                                                                                  |
| 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) The service provider should submit completed completion certificate, attendance registers, tax invoices, assessments results and feedback reports before claiming for payment.

#### **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.
- 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 QCTO/SETA accredited on the specific 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 ETDPSSETA.

#### **Facilitator, Moderator & Assessor Experience**

**Minimum:** 3 years in technical industries as an OHS or Environmental Management Training Facilitator or Practitioner

**Preferred:** 5 years related industry experience as an OHS or Environmental Management Training Facilitator or Practitioner or Professional.

#### **Class Size:**

Classes shall be made up of a minimum of 10 learners and Maximum will be 20 for all courses.

#### **Training Content and Material Delivery Specifications:**

**Accreditation of Service Providers and training material:**

- 1) Eskom requires all service providers to provide their **QCTO registration letters showing the SAQA qualification ID registration numbers** as proof of their accreditation for all the courses they have been contracted to provide.
- 2) The overall purpose of these courses is to provide the attendees the understanding and skills to conduct an organisation's baseline, issue based and continuous risk assessments, as well as an understanding of SHE management system criteria and processes.
- 3) The courses and their contents have been aligned to the specified qualifications as a guide to assist in the standardisation of our training. Eskom employees attending these 2 courses will not be registered to acquire the entire qualification as the duration of these courses are much shorter than what the formal qualifications require.
- 4) If more detailed training is required on any of the listed training topics/subjects in this program, then employees will be expected to attend the full training courses for those specific interventions as this program only provides high level information at an intermediate proficiency level.
- 5) All education and training should emphasise the importance of meeting requirements and the needs and expectations of the customer and other interested parties.
- 6) Service providers must have a broad understanding of all the operating units in Eskom's critical tasks.
- 7) Service providers must be prepared to update or customise, if required, their existing training material and training methodologies to address any Eskom business standard procedures/directives and specific risks.
- 8) Service providers are expected to provide the client with training content, which is aligned to the specified qualification, including Pre and formative assessments, summative assessment criteria and other assessment instruments.
- 9) Service providers may be required to customise their material content to accommodate Eskom's policies and procedures (which will be provided).
- 10) 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.
- 11) All service providers must be accredited as training providers by the relevant SETAs or QCTO and use only accredited Facilitators, Assessors and Moderators as per the scope of work.
- 12) All service providers will be evaluated, and reference checks will be undertaken to verify their accreditation.

**Training Delivery:**

- 1) Eskom will require Service Providers to deliver the training as classroom training or MICROSOFT TEAMS as the learning platform as per the EAL Learning strategy where necessary.
- 2) Service Providers will be required to use other South African official languages other than English where there is a need.

**Quality Assurance on training material:**

- 1) Training material will be quality assured by the EAL QA Committee or OHS Learning Committee or nominated Eskom Personnel in consultation with The Project Manager, if required.
- 2) Eskom will evaluate if the service provider is indeed providing training in line with the contracted criteria. This may include requiring all facilitators to present to an evaluation panel and stating that SMEs or other suitably competent evaluators may on a random basis sit in during courses.
- 3) If the training material is required in the EAL format/template, EAL will avail the templates to the contracted Training Provider. State if a CDD, LG, FG, AG, PP presentations are required.
- 4) Courses and training material must be submitted to Eskom at least 14 days before the first training event is delivered for Eskom to accept/approve the content
- 5) EAL (Eskom Academy of Learning) will reserve the right to evaluate and assess the training facilitators and course material content, come unannounced to the sessions for spot checks as part of quality assurance and control and to request the service providers to make the required changes to the course content or change the facilitator as may be recommended by the quality assurance assessments.
- 6) 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) The certificate must include the following: Course Name, Training start and completion dates, SETA/QCTO logo and service providers accreditation number, Assessor name and SETA/QCTO Accreditation number, Learner's Eskom Unique Number or ID Number for

Learners who require ID numbers on their certificates. Certificates must be issued within 14 business days post course completion.

- 5) All Training Certificates in this contract and as per the scope of work will not expire or have an expiry date on it.
- 6) Training Provider who erroneously includes expiry dates on any training certificates under this Contract will be instructed to re-issue training certificates without expiry dates on at their own cost.
- 7) All training material, registration documentation, assessment tools, approved Facilitators qualifications must be submitted to the Employer's Agent/ Contract Manager before training delivery (electronically – on a USB).

### **CPD points:**

Training must carry CPD points where possible.

### **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 ___ | Eskom MWP or other venue as advised by the Employer's Agent | <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 every R100 000.00 received from Eskom one person must be trained (Facilitators, Safety Officer or office administration) | 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/ classroom, special software, and 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.

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

- 1) Provide good quality learners training manuals (not presentation slides) and supporting training materials such as FAS Equipment and Basic Rescue kit for practical demonstrations where necessary.
- 2) Provide a copy of the relevant Acts when doing legislation-based training such as Occupational Health and Safety Act and Regulations where required.
- 3) Provide the Employer's Agent with the copy of their national footprint indicating where their Facilitators are based and deliver training at various EAL training sites during the normal Eskom business hours.
- 4) Provide stable internet connection and a laptop for the Facilitator with HMDI or latest required cable to be able to connect to any available Projector available in Eskom's training rooms. Eskom will provide computers to its Employees where the training is delivered through e-learning/ Microsoft Teams.
- 6) 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.