



## NEC3 Professional Services Contrat (PSC3)

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

**and**

**for The provision of SAQA Accredited Generation Division GTLP  
Advanced Management and Leadership Development  
Interventions in support of Generation Technical Leadership  
Programme (GTLP) for a period of 36 months.**

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**CONTRACT No. [                      ]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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| C1.1               | Form of Offer & Acceptance                      | [1]         |
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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:

**The provision of SAQA Accredited Generation Division GTLP Advanced Management and Leadership Development Interventions in support of Generation Technical Leadership Programme (GTLP) for a period of 36 months.**

The tenderer, identified in the Offer signature block, has

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

---

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

Date

## Acceptance

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

The terms of the contract, are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's agent* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

|                             |                                       |      |
|-----------------------------|---------------------------------------|------|
| Capacity                    |                                       |      |
| for the Employer            | Eskom Holdings SOC Limited            |      |
| Name & signature of witness | 1 Maxwell Drive, Sunninghill, Sandton | 2191 |
|                             |                                       | Date |

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

## 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 |  |
|         | dispute resolution Option  | A: Priced contract with activity schedule  |
|         | and secondary Options  | W1: Dispute resolution procedure   |
|         |  | X1: Price Adjustment for inflation   |
|         |  | X2: Changes in the law   |
|         |  | X7: Delay Damages  |
|         |  | X9: Transfer of rights   |
|         |  | X10: Employer's Agent  |
|         |  | X11: Termination by the <i>Employer</i>  |
|         |  | X18: Limitation of liability   |
|         |  | X20: Key Performance Indicators  |
|         |  | Z: <i>Additional conditions of contract</i>  |
| 10.1    | The <i>Employer</i> is (Name):   | Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa   |
|         | Address  | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg   |
|         | Tel No.  | 011 800 8111   |
|         | Fax No.  | 011 800 4299   |
| 11.2(9) | The <i>services</i> are  | The provision of SAQA Accredited Generation Division GTLP Advanced Management and Leadership Development Interventions in support of Generation Technical Leadership Programme (GTLP) for a period of 36 months. |

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

Ability to meet timelines  
Unavailability of personnel  
Delays due to travelling  
Unprotected strikes  
Safety requirements compliance  
Scope changes

|          |  |  |
|----------|--|--|
| 11.2(11) | The Scope is in                              | Part 3: Scope of Work                                  |
| 12.2     | The <i>law of the contract</i> is the law of | the Republic of South Africa                           |
| 13.1     | The <i>language of this contract</i> is      | English  |
| 13.3     | The <i>period for reply</i> is               | Three (3) working days                                 |
| 13.6     | The <i>period for retention</i> is           | Five years following Completion or earlier termination |

## 2 The Parties' main responsibilities

25.2 The *Employer* provides access to the following persons, places and things **Megawatt Park and Eskom Power Stations as per agreement by both parties.**

## 3 Time

31.2 The *starting date* is. **01 December 2022**

11.2(3) The *completion date* for the whole of the *services* is. **31 December 2025**

11.2(6) The *key dates* and the *conditions* to be met are: **As per Task Order**

31.1 The *Consultant* is to submit a first programme for acceptance within **One (1) week of the Contract Date**

32.2 The *Consultant* submits revised programmes at intervals no longer than **Four (4) weeks**

## 4 Quality

40.2 The quality policy statement and quality plan are provided within **Two (2) weeks of the Contract Date**

42.2 The *defects date* is **52 weeks after Completion of the whole of the services**

## 5 Payment

50.1 The *assessment interval* is **Between the 25<sup>th</sup> day of each successive month**

50.3 The *expenses* stated by the *Employer* are **Travel and Subsistence and to be paid at actual cost**

51.1 The period within which payments are made is **Four (4) weeks after receipt of a correct invoice**

|           |  |  |
|-----------|--|--|
| 51.2      | The <i>currency of this contract</i> is the  | <b>South African Rand</b>  |
| 51.5      | The <i>interest rate</i> is  | <p>the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p> |
| <b>6</b>  | <b>Compensation events</b>   | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| <b>7</b>  | <b>Rights to material</b>  | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| <b>8</b>  | <b>Indemnity, insurance and liability</b>  | 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.   |
| 82.1      | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <b>The total of the Prices of the Task Order</b>   |
| <b>9</b>  | <b>Termination</b>   | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| <b>10</b> | <b>Data for main Option clause</b>   |  |
| <b>A</b>  | <b>Priced Contract with activity schedule</b>  |  |

|   |   |  |
|---|---|--|
| 21.4  | The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than   | <b>4 weeks</b>   |
| <b>11 Data for Option W1</b>                |   |  |
| W1.1  | The <i>Adjudicator</i> is   | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| W1.2(3)                                     | The <i>adjudicator nominating body</i> is:  | The Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).  |
| W1.4(2)                                     | The <i>tribunal</i> is:   | Arbitration  |
| W1.4(5)                                     | The <i>arbitration procedure</i> is   | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.   |
|   | The place where arbitration is to be held is  | Gauteng, South Africa  |
|   | The person or organisation who will choose an arbitrator  |  |
|   | <ul style="list-style-type: none"> <li>if the Parties cannot agree a choice or</li> <li>if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul> | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.  |
| <b>12 Data for secondary Option clauses</b> |   |  |
| <b>X1 Price Adjustment for Inflation</b>    |   |  |
| X1.1  | Cost Price Adjustment   | On each anniversary of the Contract Date Prices will be fixed for the first twelve months from the contract <i>starting date</i> , thereafter prices will be adjusted once annually at the anniversary of the contract starting date.  |
| <b>X2 Changes in the law</b>                |   |  |
| X2.1  | The law of the project is   | South African Law<br>The <i>Consultant</i> shall comply with all applicable laws under the scope of work.  |
| <b>X7 Delay damages</b>                     |   |  |

|             |  |  |
|-------------|--|--|
| X7.1        | Delay damages for late Completion of the whole of the services are   | <b>1% per week to a maximum of 20% of outstanding value on delayed portion.</b>  |
| <b>X9</b>   | <b>Transfer of rights</b>  |  |
| <b>X9.1</b> |  | <b>There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.</b>  |
| <b>X10</b>  | <b>The <i>Employer's Agent</i></b>   |  |
| X10.1       | The <i>Employer's Agent</i> is   | <b>Ntutu Ngesi</b>   |
|             | Address  | <b>Eskom Holdings SOC Limited<br/>Megawatt Park<br/>1 Maxwell Drive<br/>Sunninghill, Sandton<br/>Johannesburg<br/>2191</b>   |
|             | The authority of the <i>Employer's Agent</i> is  | <b>To carry out all actions of the <i>Employer</i> as stated in this contract.</b>   |
| <b>X11</b>  | <b>Termination by the <i>Employer</i></b>  |  |
|             |  | <b>The Employer may terminate the Consultant's obligation to Provide the Services for a reason not stated in this contract by notifying the Consultant. If the Employer terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between the forecast of the final total of the Prices in the absence of termination and the total of the other amounts and costs included.</b> |
| <b>X18</b>  | <b>Limitation of liability</b>   |  |
| X18.1       | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                 | <b>(R0.00) Zero Rand</b>   |
| X18.2       | The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: | <b>The total of the Prices</b>   |
| X18.3       | The <i>end of liability date</i> is  | <b>Five (5) years after Completion of the whole of services.</b>   |
| <b>X20</b>  | <b>Key Performance Indicators</b>  |  |
| X20.1       | The <i>incentive schedule</i> for Key Performance Indicators is in   | <b>N/A</b>   |
| X20.2       | A report of performance against each Key Performance Indicator is provided at intervals of   | <b>4 months (quarterly)</b>  |
| <b>Z</b>    | <b>The <i>Additional conditions of contract</i> are Z clauses will 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*, *which consent shall not be unreasonably withheld*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry. The *Consultant* may, on written notice to the *Employer*, assign or cede, in *securitatem debiti*, its trade receivables to an affiliate, bank or financial institution.

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date, the *Employer* and the *Consultant* shall convene as soon as reasonably possible to consider any remedial action that the *Consultant* may perform to remedy the decrease. Insofar as there are no reasonable remedial actions capable of being performed within a reasonable time, then the *Employer* may, in its sole discretion, either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to provide the *Services*.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

**Z4 Confidentiality**

- Z4.1 Both Parties agree that in the course of the contract they shall exchange information between them and that they wish to protect the confidentiality of such information. Accordingly, for this clause, the "Discloser" shall mean the Party disclosing Information and the "Recipient" shall mean the Party receiving Information. "Information" shall mean all commercial, financial, technical, operational or other information appertaining to the *Service* and arising out of or in relation to the Contract (including without limitation all data, know-how, calculations, designs, drawings, methods, processes, systems,

explanations, demonstrations etc.) as have been or may be disclosed or otherwise made available by the Discloser to the Recipient or to any person on the Recipient's behalf or to which the Recipient or any person on the Recipient's behalf has been granted access (any such disclosure, availability or granting of access being referred to in this Agreement as "disclosure"), but shall exclude any such information which:

- (a) prior to disclosure was in the possession of the Recipient, as evidenced by the written records of the Recipient, and which the Recipient was entitled to use; or
- (b) at the time of disclosure is in the public domain other than by reason of a breach of duty or of this Contract; or
- (c) after disclosure is received by the Recipient in good faith from a third party who is under no obligation of confidence in relation thereto or becomes generally available to third parties by publication or otherwise, other than by reason of a breach of duty or of this Agreement; or
- (d) the Discloser is compelled to disclose by virtue of a court order.

- Z4.2 Any disclosure of Information shall be solely for the purpose of the performance of the Contract and the *Service* and the Recipient shall not use nor permit nor cause others to use Information for any other purpose without the prior written consent of the Discloser.
- Z4.3 The Recipient undertakes to treat all Information as strictly confidential and not to disclose any part thereof to any third party (save as necessary to the Recipient's employees, officers, sub-consultants and agents for the purpose of the Negotiations and any contract or agreement resulting there from) unless the prior written consent of the Discloser has been obtained in relation to such disclosure.
- Z4.4 Save only to the extent that the Recipient or any third party has pre-existing rights in any Information, Information shall remain the absolute property of the Discloser and all documents, tapes, discs, films, photographs, models and other media embodying Information shall be returned to the Discloser by the Recipient on demand together with all copies thereof.
- Z4.5 The Recipient shall not make any copies of or duplicate in any way in whole or in part any Information without the prior written agreement of the Discloser and where such copies or reproductions are permitted in accordance with this clause the Recipient shall treat all copies thereof strictly in accordance with the provisions of this clause and comply with the instructions of the Discloser with regard to the protection and disposal thereof. Save for Information which the Discloser is required to deliver to the Recipient as part of the *Service*, the Recipient shall return the originals and all copies to the Discloser promptly upon the request of the Discloser.
- Z4.6 The Recipient shall ensure that any employee, officer, agent or other person to whom Information has been disclosed by, or otherwise as a result of disclosure to, the Recipient shall maintain the confidential nature of the Information as if he or she had entered into an agreement with the Discloser in respect thereof on the same terms mutatis mutandis as the terms contained in this Contract.
- Z4.7 Save as otherwise expressly provided, no term or provision of this Contract shall be construed or interpreted as obliging either Party to furnish any Information to the other or to furnish Information in any form nor as granting to the Recipient any right or license under or in relation to any Information.
- Z4.8 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

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

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

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

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

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

**Z8 Employer's limitation of liability**

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

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

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

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

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

**Z11 Ethics**

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

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

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

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

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

|                           |   |
|---------------------------|---|
| <b>Corrupt Action</b>     | means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,  |
| <b>Fraudulent Action</b>  | means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation, |
| <b>Obstructive Action</b> | means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and       |
| <b>Prohibited Action</b>  | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.   |

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 Either Party may terminate the Other Party's obligations under this Contract if a Committing Party has taken such Prohibited Action and the Committing Party did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Affected Party has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Affected Party can terminate the Committing Party's obligation to Provide the Services for this reason. Notwithstanding the above, and in order to ensure this clause has practical & reasonable application, a Prohibited Action performed by an employee of the Committing Party not directly affecting the conclusion of this Contract and the execution thereof shall not be a ground for termination, subject to the Parties anti-corruption policies & procedures".
- Z11.3 If Either Party terminates the Other Party's obligations to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 Any offer, payment, consideration, or benefit of any kind made by Either Party, 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 Parties obligations to Provide the Service or taking any other action as appropriate against the defaulting party (including civil or criminal action).
- Z11.5 It is recorded that the Parties have internal governance protocols in place, including the Delegation of Authority and policies. To that end, both Parties have strictly assigned various personnel to perform certain roles in the execution of this Contract. Therefore, Either Party shall follow protocols, in particular the communication protocols in respect of the execution of the Contract. To that end, at the starting date of each Task Order, the *Employer and Consultant* shall agree on the communication protocol, which shall strictly be followed by the Parties, unless agreed otherwise.
- Z11.6. Either Party may terminate the other Party's obligations under this Contract if the defaulting Party is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices that pertains to this Contract, subject to the Parties' anti-corruption policies & procedures.
- Z12.1 Task orders will be issued by the Service Manager on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the Contractor despite the Contractor being awarded the contract. Exit clause will be included to allow Eskom to terminate should any need arises.

## **Z14 Environmental, Health and Safety Matters**

### **Z14.1**

The *Employer* shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

Z14.2

The *Employer* shall timely advise the *Consultant* in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. *Consultant* is obliged, from time to time, to review, inspect and familiarise itself with the applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

Z14.3

If, in *Consultant's* reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, *Consultant* may, in consultation with the *Employer*, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. *Employer* shall reasonably assist in any such evacuation.

Z14.4

Operation of *Employer's* equipment is the responsibility of *Employer*. *Employer* shall not require *Consultant's* personnel to operate *Employer's* equipment at Site. The *Consultant* shall not operate *Employer's* equipment on Site.

Z14.5

*Employer* will make its Site medical facilities and resources available to *Consultant's* personnel who need medical attention.

Z14.6

*Consultant* has no responsibility or liability for the pre-existing condition of *Employer's* equipment or the Site. Prior to *Consultant* starting any work at Site, *Consultant* will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about *Employer's* equipment or the Site that *Consultant* may encounter while performing under this Contract. *Employer* shall disclose to *Consultant's* industrial hygiene and environmental monitoring data regarding conditions that may affect *Consultant's* work or personnel at the Site. *Employer* shall keep *Consultant* informed of changes in any such conditions.

Z14.7 *Consultant* shall notify *Employer* if *Consultant* becomes aware of: (i) conditions at the Site differing materially from those disclosed by *Employer*, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in *Consultant's* cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made, as will be agreed between the Parties.

Z14.8 If *Consultant* encounters Hazardous Materials in *Employer's* equipment or at the Site that require special handling or disposal, *Consultant* is not obligated to continue work affected by the hazardous conditions. In such an event, *Employer* shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that *Consultant's* work under the Contract may safely proceed, and *Consultant* shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in *Consultant's* cost of, or time required for, performance of any part of the work. *Employer* shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of *Consultant's* work at the Site.

Z14.9 Save in the event of the *Consultant's* own negligence, the *Employer* shall indemnify *Consultant* for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about *Employer's* equipment or the Site prior to the commencement of *Consultant's* work, (ii) improperly handled or disposed

of by *Employer* or *Employer's* employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than *Consultant*.

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**Z16 Compliance with Protection of Personal Information Act no 4 of 2013 ("POPI") and Data Protection**

- The Parties shall fully comply with the statutory obligations contained in POPI, as amended from time to time, including any regulations and/or code of conduct made under the Act, with which each Party warrants that it is fully conversant with as at the Signature Date, when Processing Personal Information obtained by each Party from the other Party and when such Personal Information is entered into a Record. Without limiting the generality of the aforesaid. Each Party shall ensure that the Privacy and Data Protection Conditions are strictly adhered to when Processing the Data Subject's Personal Information.
- The Parties hereby indemnifies and holds each Party harmless from any liability whatsoever arising from the other Party's failure to comply with the warranties contained in this Contract and its statutory obligations contained in POPI.
- Identified and Defined Terms in this clause shall have meanings the meaning ascribed to them in POPI.
- "Privacy and Data Protection Conditions" shall mean the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information which is entered into a Record and such conditions are listed in Section 4(1) of POPI and are dealt with in detail in Part A of Chapter 3 of POPI.

The Parties warrants that when processing any Personal Information for and on behalf of the other party (Disclosing Party), each Party (Receiving Party) shall:

- Process such Personal Information only with the knowledge and authorisation of the other party (Disclosing Party).
- Not disclose Personal Information to any third parties without the written consent of the other Party (Disclosing Party) unless required by law or in the course of the proper performance of the other Party's duties.
- Have due regard to generally accepted information security practices and procedures which may apply to the other Party generally or be required in terms of specific industry or professional rules and regulations.
- Notify the other Party immediately where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person.
- Establish and maintain security measures to secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of Personal Information and unlawful access to, or processing of, Personal Information and shall take reasonable measures to:
- Identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control.
- Establish and maintain appropriate safeguards against the risks identified.
- regularly verify that the safeguards are effectively implemented; and

- 
- Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
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**Z17 Covid-19 Pandemic**

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The Parties acknowledge that the COVID-19 epidemic and government actions in response to it have affected and will continue to affect the *Consultant's* ability to deliver goods and services around the world (the "COVID-19 Impact"). In the event that the COVID-19 Impact affects the *Consultant's* ability to deliver on time or at the bid price, and to the extent that the *Consultant* demonstrates such impact to the *Employer's* reasonable satisfaction, the *Consultant* shall be entitled to an equitable adjustment in schedule and price as appropriate, subject to the *Consultant's* obligation to work in good faith with the *Employer* to mitigate the impact on schedule and/or cost.

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**Z19 Export Control**

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The *Employer* hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by the *Consultant* under this Contract shall not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by *Employer* or any entity acting on *Employer's* behalf.

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**Z20 Intellectual Property**

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All Designs, drawings, specifications, instructions, manuals and other documents created, produced by or on behalf of the *Consultant* for the purposes of carrying out the works (collectively, the "*Consultant's* Copyright Documents") and copyright therein and all intellectual property rights relating thereto, are, will be, and will remain the property of the *Consultant*. The *Consultant* hereby grants to the *Employer* an irrevocable, royalty-free, non-exclusive and perpetual license to use those of the *Consultant's* Copyright Documents supplied to the *Employer* under the Contract for the purpose of operating, maintaining, adjusting and repairing the works.

The *Employer* shall not under any circumstances be obliged to divulge or supply any proprietary manufacturing documents, designs, processes or specifications.

All information and documentation and intellectual property rights related thereto produced by the *Employer* (the "*Employer's* Copyright Documents"), are, will be, and will remain the property of the *Employer*. The *Employer* hereby grants to the *Consultant* a royalty-free, non-exclusive license to use the *Employer's* Copyright Documents supplied to the *Consultant* under the Contract for the purpose of operating, maintaining, adjusting and repairing the works.

The *Consultant* shall not under any circumstances divulge or supply the *Employer's* Copyright Documents to any third party without the *Employer's* written consent.

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**Z21 Hardship**

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If at any time the circumstances existing at the Start Date should change in a manner not foreseen by the Parties at the time of the Start Date and as a result of such change in the circumstances the execution and implementation of any provision hereof would impose an unreasonable hardship upon either Party hereto, the Parties shall, after consideration of the reasons and circumstances to be presented by notice in writing by the Party in question, consult as to how the difficulties may be resolved in a fair and equitable manner and if no agreement is reached between Parties, the Party experiencing the hardship shall be entitled to terminate the affected Task Order.

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## C1.2 Contract Data

### Part two - Data provided by the *Consultant*

| Clause           | Statement  | Data  |                                   |                                       |
|------------------|--|---|-----------------------------------|---------------------------------------|
| 10.1             | The <i>Consultant</i> is (Name):<br>Address<br>Tel No.<br>Fax No.  |   |                                   |                                       |
| 22.1             | The <i>key people</i> are:<br>1 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience:<br>2 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience: |   |                                   |                                       |
| Only if required |  | CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled . |                                   |                                       |
| 11.2(3)          | The <i>completion date</i> for the whole of the <i>services</i> is   | 31 August 2025  |                                   |                                       |
| 11.2(10)         | The following matters will be included in the Risk Register  |   |                                   |                                       |
| 11.2(13)         | The <i>staff rates</i> are:  | Refer to activity schedule in Part C2.2   |                                   |                                       |
| 25.2             | The <i>Employer</i> provides access to the following persons, places and things  | 1.  | Access to<br><i>Megawatt Park</i> | Access date<br><i>Contract period</i> |

|          |  |  |   |                 |
|----------|--|--|---|-----------------|
|          |  | 2.   | All necessary areas that the consultant needs to gain access to in order to perform the services required | Contract period |
| 31.1     | The programme identified in the Contract Data is | As per Task Order                              |   |                 |
| 50.3     | The expenses stated by the Consultant are        | item   | amount  |                 |
| A        | Priced contract with activity schedule           |  |   |                 |
| 11.2(25) | The activity schedule is in                      | C2.2 staff rates, expenses & the task schedule |   |                 |
| 11.2(18) | The tendered total of the Prices is              | R (in figures)<br>(in words), excluding VAT    |   |                 |
|          |  |  |   |                 |

## PART 2: PRICING DATA OPTION A

| Document reference | Title                                       | No of pages |
|--------------------|---|-------------|
| C2.1               | Pricing assumptions: Option A               | [1]         |
| C2.2               | Staff rates, expenses and the task schedule | [1]         |

## C2.1 Pricing assumptions: Option A

### 1. The conditions of contract

#### 1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Professional Services Contract, April 2013 (PSC3) Option A states

|                                     |      |  |
|-------------------------------------|------|--|
| <b>Identified and defined terms</b> | 11   |  |
|                                     | 11.2 | (14) The Activity Schedule is the activity schedule unless later changed in accordance with this contract.   |
|                                     |      | (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work. |
|                                     |      | (18) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.   |

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering Consultant as a lump sum. Only completed activities are assessed for payment at each assessment date. No part payment is made if the activity is not completed by the assessment date.

### Function of the activity schedule

Clause 53.1 in option A states that “Information in the Activity Schedule is not Scope”. This confirms that instructions to do work or how it is to be done are not included in the Activity Schedule but in the Scope. This is further confirmed by clause 21.1 which states “The *Consultant* Provides the Services in accordance with the Scope”, hence the Consultant does not provide the Services in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

### Link to the programme

Clause 31.4 states that “The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Hence when compiling the *activity schedule*, the tendering consultant needs to show each activity on the programme he submits with his tender.

### Preparing the activity schedule

The tendering consultant prepares the *activity schedule* and should study the PSC3 Guidance Notes page 2 and 24 before doing so. The *Employer* may have instructed the tendering consultant to include particular activities which he has specified and requires the *Consultant* to identify them in his activity schedule.

1. Generally, it is the *Consultant* who prepares his Activity Schedule as part of his tender by

breaking down the work described within the Scope into suitable activities which can be well defined, priced as a lump sum and shown on the program. The *Employer* in his conditions of Tender or in a Tender Schedule may have listed some items that he requires the *Consultant* to include in his *Activity Schedule* and be priced accordingly.

2. The Prices are defined in clause 11.2(18) as a lump sum for each activity in the activity schedule and the Price for Services Provided to Date (PSPD) (the amount due to the *Consultant*) is defined in clause 11.2(15) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.
3. As the *Consultant* has an obligation to correct Defects (core clause 41) the lump sum Prices must also include for the correction of the Defects except if the Defect is one for which the *Consultant* is not liable which is Compensation Event 60.1(12)
4. If the *Consultant* has decided not to identify a particular activity, the cost to the *Consultant* of doing the work must be included in, or spread across the other Prices in order to fulfil the obligation to complete the services for the tendered total of the Prices.
5. There is no adjustment to the lump sum activity schedule price if the amount, or quantity of work within that activity turns out to be different to that which the *Consultant* estimated at the time of tender. The only basis for a change in Prices is as a result of a compensation event, see clause 60.1.
6. Hence the Prices tendered by the *Consultant* in the *activity schedule* are inclusive of everything necessary and incidental to Providing the Services in accordance with the Scope, as it was at the time of tender, as well as correct any Defects except those for which he is not liable.
7. However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of compensation event.

## Expenses

Expenses are not included in the activity schedule items and are assessed separately at each assessment date.

Expenses associated with employing a staff member in Providing the Services are listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only expenses listed may be claimed by the *Consultant*, all other costs to the *Consultant* associated with Providing the Services must be included within the staff rates.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

## 1.2 Staff Rates

Tendering *Consultants* are advised to consult the NEC3 Professional Services Contract (April 2013) Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

*Expenses* associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

### 1.3 The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i.e., before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out, the Task Order will be used to instruct when work to be done.

## C2.2 Staff rates, expenses & the task schedule

| Activity     | Activity Description | Quantity | Rate in Rands |
|--------------|----------------------|----------|---------------|
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
|              |                      |          |               |
| <b>Total</b> |                      |          |               |

**The expenses / disbursements are:**

| Item  | Expenses Item | Estimated amount / rate<br>excluding VAT |
|-------|---------------|--|
|       |               |  |
|       |               |  |
|       |               |  |
|       |               |  |
|       |               |  |
|       |               |  |
|       |               |  |
|       |               |  |
| Total |               |  |

**PART 3: SCOPE OF WORK**

| Document reference | Title                     | No of pages |
|--------------------|---------------------------|-------------|
|                    | This cover page           | 1           |
| C3.1               | <i>Employer's Scope</i>   | 9           |
| C3.2               | <i>Consultant's Scope</i> | [ ]         |
|                    | Total number of pages     |             |

### **C3.1: EMPLOYER'S SCOPE**

The Generation Division is urgently requiring the provision of Advanced Management and Leadership Development interventions in line with SAQA NQF Level 7 standard or higher.

#### **2.1 Minimum Intervention Requirements**

- 2.1.1 Intervention options offered must be at SAQA NQF Level 7 or higher and be comparable to other advanced management level diplomas globally. The training audience are senior technical managers and the content delivered and provided must be commensurate with expected advanced level expected for the management dimensions as would be seen at senior and executive level management in large corporate organisations.
- 2.1.2 The proposed intervention(s) must already exist and SAQA accredited. The relevant SAQA certification to this extent should be provided by the Consultant.
- 2.1.3 The proposed intervention(s) must result in an industry-recognised post-graduate level diploma upon successful completion by candidates enrolled in the proposed intervention(s) via the GTLP.
- 2.1.4 The proposed interventions must augment the EAL existing core/introductory interventions that are focussed on creating a standardised organisational baseline on the following managerial management aspects:
- Information processing & analysis
  - Problem resolution and decision making
  - Planning & organising
  - Delegation and Control
  - People Management & Leading people
  - Change Management
  - Conflict Management
  - Inspiration & Motivation
- 2.1.5 It is expected that interventions will entail a brief recap of essential theory on the module's specific management topic. The rest of the module content should have extensive emphasis and focus on advanced theories and methodologies for the management capability covered as well as extensive examples on the practical application of these theories/concepts and methodologies.
- 2.1.6 It is expected that Consultant collaborate with the GTLP Program office (PMO) and Generation SME's to utilise Eskom Generation case studies and real-life situations to illustrate learning points and experience in practice.
- 2.1.7 The duration for each intervention module must be clearly indicated, and is generally expected to not exceed 2 days of in-person classroom training. The amount of self-study time should also be clearly specified per intervention module.
- 2.1.8 All training material (learner guides and presentations used for in-person contact sessions) shall be in electronic format. The course material (manuals/case studies) should be used as reference material throughout the intervention module and should be kept up to date using a revision-controlled system to track changes made to align with Eskom Generation requirements.

## 2.2 INTERVENTION CONTENT

2.2.1 The table below indicates expected intervention(s) content:

| Intervention Module   | Typical Content Expected   | Anticipated in-person contact session duration                  | Anticipated Self-study hours |
|---|--|---|------------------------------|
| Business Management & Leadership Best Practice Fundamentals | <ul style="list-style-type: none"> <li>• Leadership &amp; management best practices fundamentals – a recap of core fundamental concepts creating a standard organisational management baseline for the future world of work.</li> <li>• Coverage as a minimum of the following:               <ul style="list-style-type: none"> <li>o Data/information processing and analysis.</li> <li>o Problem Resolution &amp; Decision making</li> <li>o Root Cause Analysis</li> <li>o Planning &amp; Organising</li> <li>o Delegation &amp; Control</li> <li>o People Management (effective leadership)</li> <li>o Change Management</li> <li>o Conflict Management</li> <li>o Business Risk Management &amp; Mitigation</li> <li>o Effective performance management</li> </ul> </li> <li>• Managing vs Leading – know the difference.</li> </ul> | 5 days (Max 10 days – in which case it should be done in parts) |                              |
| The Business Environment                                    | <ul style="list-style-type: none"> <li>• Understanding the business environment and its drivers, and how to use this to cultivate business efficiency &amp; effectiveness.</li> <li>• Managing organisations within the required governance, policy and regulatory environmental requirements</li> <li>• Building solid and ethical business eco-systems.</li> <li>• Global sectoral trends with a specific focus on utilities and process industries.</li> </ul>  | 3 Days  |                              |

|   |   |          |
|---|---|----------|
|   | <ul style="list-style-type: none"> <li>• Dealing with organisational risk due to the rapidly changing business environment.</li> <li>• Understanding political and socio-economic impacts that affect business success.</li> <li>• Understand impact of King IV, the Companies Act (2008) and the Consumer Protection Act 2011 on business governance and legal compliance.</li> </ul>  |          |
| Personal Mastery & Interpersonal Skills | <ul style="list-style-type: none"> <li>• Understanding soft skill impacts that affect leadership and management success.</li> <li>• How to communicate effectively and with impact.</li> <li>• Critical thinking &amp; applied problem solving – explore different thinking and learning strategies and how to leverage different competencies in management and large teams.</li> <li>• Advanced problem-solving techniques at strategic level – techniques and methodologies for complex large enterprises.</li> <li>• Developing appropriate research skills and ability to access, process, evaluate and manage data and information.</li> <li>• Negotiation Skills – and dealing with difficult business conversations.</li> <li>• Building stress-tolerance and resilience in difficult business scenarios and environments.</li> </ul> | 2-3 Days |

| <b>Intervention Module</b>        | <b>Typical Content Expected</b>  | <b>Anticipated in-person contact session duration</b> | <b>Anticipated Self-study hours</b> |
|-----------------------------------|--|---|-------------------------------------|
| Strategic Financial Management    | <ul style="list-style-type: none"> <li>• Effective project and programme management on strategic, complex and large infrastructure and related projects.</li> <li>• Business Finance management.</li> <li>• Project Financing and earned value management.</li> <li>• Economics and strategic financial decision making.</li> <li>• Financial Scenario Planning – achieving maximum ROI and an optimal cost-benefit ratio.</li> </ul>  | 2 Days  |                                     |
| Strategic Leadership & Management | <ul style="list-style-type: none"> <li>• Developing appropriate and holistic strategic perspectives; and understanding role of a senior manager in strategic planning and successful execution of vision &amp; strategy.</li> <li>• Understanding the strategic leadership role and DNA of what makes a good leader.</li> <li>• Effective strategic decision-making techniques.</li> <li>• Ensuring appropriate representation of under-represented groups in strategic management and leadership roles.</li> <li>• Creating a purpose-driven organisation with common and shared values.</li> <li>• Dealing with rapidly changing business landscape and embracing the internet of things.</li> </ul> | 2 Days  |                                     |
| Organisational Behaviour          | <ul style="list-style-type: none"> <li>• Understanding organisational behaviour and culture and dealing with it effectively.</li> <li>• Understand the role of a leader in setting the strategic agenda and direction of the organisation.</li> <li>• Be exposed to tools that can be used to lead and effectively implement change in the organisation.</li> </ul>  | 2 Days  |                                     |

|                               |  |        |  |
|-------------------------------|--|--------|--|
|                               | <ul style="list-style-type: none"> <li>• Transformation tools and techniques.</li> <li>• Building effective and high-performance teams.</li> <li>• Successfully navigating significant organisational changes.</li> </ul>  |        |  |
| Business Strategy & Execution | <ul style="list-style-type: none"> <li>• Selecting appropriate strategic frameworks</li> <li>• Defining business strategy at a strategic level – and how to effectively decompose it into tactical and operational implementation and execution activities.</li> <li>• Simulation tools and techniques to do scenario analysis and planning.</li> <li>• Emergency and disaster recovery planning and developing robust risk management strategies.</li> <li>• Strategy, Innovation &amp; Design Thinking – when organisational redesign is required</li> </ul> | 2 Days |  |
| Operational Effectiveness     | <ul style="list-style-type: none"> <li>• Building a more sustainable business organisation and operations.</li> <li>• Building and balancing organisational efficiency and resilience.</li> <li>• Effective performance criteria setting and evaluation.</li> <li>• Effective performance reporting and continuous improvement strategies.</li> </ul>  | 2 Days |  |

| Intervention Module | Typical Content Expected | Anticipated in-person contact session duration | Anticipated Self-study hours |
|---------------------|--------------------------|--|------------------------------|
|---------------------|--------------------------|--|------------------------------|

|  |  |        |
|--|--|--------|
| Strategic Marketing & Customer Centricity                    | <ul style="list-style-type: none"> <li>• How to interpret and analyse markets and market trends.</li> <li>• How to prepare the organisation for competition – levers to retain customers</li> <li>• How to market strategy and vision and creating a future value proposition that can be realised.</li> <li>• Applying entrepreneurship skills when marketing vision and strategy.</li> <li>• Driving customer centricity – listening to the “voice of the customer”.</li> <li>• Enterprise and Supplier Development</li> </ul> | 1 Day  |
| Innovation, Information Technology & Industry 4.0            | <ul style="list-style-type: none"> <li>• Driving innovation and prioritising innovation initiatives in a large corporate environment</li> <li>• Managing innovation and the impact of Industry 4.0 on how data, information and knowledge is managed and used.</li> <li>• Dealing with innovation and renewal of business processes to adapt to a changing world of work.</li> <li>• The value of predictive analytics</li> </ul>  | 2 Days |
| Assignment Portfolio of Evidence – presentation & evaluation | <ul style="list-style-type: none"> <li>• An action learning approach and business orientated assignment compelling students to identify and work on a real-time Generation business challenges or opportunities applying all the advanced leadership and management learning into an actionable portfolio of evidence that can be taken back into the business and implemented.</li> </ul>   |        |

2.2.2 The course material should be presented electronically with adequate illustrations and pictures/diagram's and videos to enhance the learning experience. The Consultant should provide a clear indication regarding the blended learning approaches that will be deployed during the interventions.

2.2.3 The Consultant should indicate any special requirements regarding registration on the relevant academic institution's on-line learning portals that would be needed by GTLP

candidates to do the required self-study, access learning materials and complete/submit assignments for marking.

- 2.2.4 In cases where amendments were required to standard intervention module course material, the final version of the course material has to be submitted in electronic format, one (1) month prior to the planned first course date for review and final release approval.

## **2.3 Frequency of Interventions**

- 2.3.1 It is anticipated that the full set of interventions (all modules) will be required at least 3 times during the Contract duration period. The full intervention audience per GTLP intake is anticipated to be between 15 and 25 participants. The Consultant should make provision in terms of costing (for materials, examination, assessment review) for the maximum number of participants per intervention.
- 2.3.2 The Consultant must make provision for having sufficient capability and facilitator capacity in cases where the available intervention modules may require presentation to multiple intakes of GTLP participants (at least up to six (6) times) during the Contract duration period. It is not foreseen that the same module will be running concurrently.
- 2.3.3 The Consultant will be provided with a schedule of planned intervention slots (date & time) within the overall GTLP Programme schedule, at the start of each new planned GTLP Intake. Changes to intervention dates and/or time slots shall be communicated at least 14 days prior to such changes.
- 2.3.4 The Consultant may be required to present intervention modules as “Master Classes” to an audience of 15-25 Eskom Generation members of staff on an ad hoc basis. This may be required for up to 6 times during the Contract duration per intervention module, and costing for the service, materials, travel, facilitation and examination of assessments should take this into account.

## **2.4 Intervention Logistics**

- 2.4.1 It is anticipated that the bulk of the intervention module in-person contact sessions will be done at Eskom College in Midrand (EAL) or at Eskom Head Office (MWP) or at Eskom Park in eMalahleni. Costing should take this into account.
- 2.4.2 There may be a requirement that certain intervention modules be presented at remote sites. For this purpose, the Consultant must indicate compliance to the standard Eskom charge-out rates for travel and accommodation.
- 2.4.3 As a minimum a data projector and flip charts will be provided – the Consultant shall provide Eskom GTLP PMO with any other requirements that may be needed, specifically when use will be made of blended learning technologies.
- 2.4.4 Both parties, Eskom and the Consultant, must give four (4) weeks’ notice of any cancellation of courses (with no penalties).

## **2.5 Flexibility**

- 2.5.1 The development intervention should be available in a modular format as participants will be undertaking this on a part-time basis and are now allowed extensive time away from work on

a continuous basis.

2.5.2 Proposed intervention(s) should be flexible to cater for specific Eskom Generation requirements and case studies. The level of flexibility allowed for customisation must be clearly indicated.

2.5.3 Where customisation of intervention module content is undertaken, Eskom Generation will require an edit-able copy of the material used (learner guides and presentations).

2.5.4 The ability to package and deliver intervention modules as short learning programs/courses should be indicated. In such cases, the course must be accredited with a SETA and linked to a NQF level and unit standards, approved by the SETA. An indication should also be given what, if any accredited CPD points such courses/SLP's carry.

## **2.6 Entry Level Requirements**

2.6.1 Entry level requirements for the interventions to be specified (Consultant to be aware that some GTLP candidates may not have university degrees) – this includes both the final Diploma outcome as well as for any intervention modules available as SLP/courses.

2.6.2 If recognition of prior learning (RPL) is accepted for acceptance of candidates into the post-graduate program, the requirements for RPL should be clearly indicated, listed and process described on how RPL will be undertaken to accept the affected candidate(s) into the post-graduate programme.

## **2.7 Assessments & Assignment Requirements**

2.7.1 An assignment must be set for completion by the students after each intervention module as an evaluation of the knowledge and understanding gained. Consultant to provide indication of minimum pass-marks per intervention module and whether any options are available for a re-test if candidate has to re-submit (eg not achieving required pass mark).

2.7.2 Such assignments should ideally build into a holistic portfolio of evidence of competency in advanced level leadership and management.

2.7.3 The module assignments must be marked by the Consultant and notes and marks submitted to the GTLP Programme Manager. Where final assignment examination involves external examiners and moderators, this should be indicated, as well as the time duration involved to obtain final results.

## **2.8 Costing**

2.8.1 An all-inclusive price should be quoted to present the content as a post-graduate qualification, considering the following specifics:

2.8.1.1 Cost per student for the qualification (including registration cost and use of the Relevant academic institution online learning portal platforms).

2.8.1.2 Development or enhancement costs to standard intervention module content, if applicable, must be indicated separately.

2.8.1.3 The cost must include marking of assignments and any costs related to moderation of student submissions.

- 2.8.2 Progress payments will be made after presentation of course with final payment when assignments have been marked and returned to the GTLP Programme Manager.
- 2.8.3 If Eskom have to pay any development cost for intervention modules and course material, the course material and IP will belong to Eskom. In these cases, a fully editable electronic copy must be handed to Eskom on delivery against committed schedule.
- 2.8.4 Cost for any further modification of the learning material will be negotiated between Eskom and the Consultant.
- 2.8.5 Cost for presenting intervention modules as SLP/"Master Classes" must be indicated, working on a premise of 15-25 students per training intervention:
  - 2.8.5.1 Cost per student per day.
  - 2.8.5.2 Development or enhancement costs, if applicable, must be indicated separately.
  - 2.8.5.3 The cost must include marking of assignments.
  - 2.8.5.4 All travel and accommodation cost are for the account of the Consultant.

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

### Provision of bonds and guarantees

Bonds and guarantees are not applicable.

### Management meetings

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

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

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

| Regular meetings of a general nature may be convened and chaired by the <i>Employer's Agent</i> as follows: Title and purpose | Approximate time & interval         | Location                  | Attendance by:  |
|---|-------------------------------------|---------------------------|---|
| Risk register and compensation events   | Monthly on a date to be agreed upon | Megawatt Park or MS Teams | Employer's GTLP<br>PMO Cross<br>Functional Team &<br>Consultant |
| Overall Intervention and Module delivery progress against defined GTLP Schedule   | Monthly on a date to be agreed upon | Megawatt Park or MS Teams | Employer's GTLP<br>PMO Cross<br>Functional Team &<br>Consultant |
| Overall contract progress and feedback  | Monthly on a date to be agreed upon | Megawatt Park or MS Teams | Employer's GTLP<br>PMO Cross Function                           |

Meetings of a specialist nature (e.g. where Eskom SME input may be required into intervention module content development) 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**

The Consultant must provide:

- Contact details of Consultant's key persons (including landline and mobile number) involved in coordinating the intervention at the academic institution.
- Contact details of Consultant's key persons (including landline and mobile number) who will be involved in the delivery of interventions and modules/short learning program interventions.
- Contact details of alternate, suitable key person. An organogram from the Consultant showing Key persons and their lines of authority shall be submitted to the Employer within one (1) week of the contract date.
- The Consultant shall be required to notify the Employer of the contact details, leave & 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 impact on the consultant's ability to deliver the services.

## **Documentation control and retention**

### **Identification and communication**

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. All contractual communication to be directed to the *Employer's Agent* as follows:

Eskom Holdings SCO Limited  
1 Maxwell Drive  
Sunninghill, Sandton  
Johannesburg  
2191

Attention: Employer's Agent.

All communications from the *Consultant* must carry the contract number and title.

### **Retention of documents**

The *Consultant* is to retain copies of terms of reference or brief, reports and other documents which record the services in electronic format and hard copy. The time period for which the Consultant is to retain such documents is the period for retention stated in the Contract Data.

### **Invoicing and payment**

The *Consultant* shall address the tax invoice to [Fss@eskom.co.za](mailto:Fss@eskom.co.za) and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;

- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Documentary evidence for travel and subsistence reimbursement where applicable.

### Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses. Early Warning to be used by both parties and recipient to respond within three days.

### Inclusions in the programme

Within two (2) weeks of the programme the, the *Consultant* submits a detailed programme to the *Employer*. The detailed programme will be in a bar chart and contain completion dates for all activities, including but not limited to, activity completion dates, as well as documentation handover dates.

These dates will be subject to delay damages if the *Consultant*, due to his fault, fails to meet these dates.

The *Consultant* provides monthly programme updates to the *Employer's Agent* indicating progress of various activities.

### Quality management

#### System requirements

Claus 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. The *Consultant* shall comply with Quality Management Requirements ISO 9001

### 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 *Consultant* has submitted the following:

- Quality method statement based on scope
- Quality Policy Approved by top management
- Quality Objectives Approved by top management

*Consultant* must submit his Quality Management Plan for the services which form part of this contract within two (2) weeks of the contract start date.

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

Employer's purpose for the material

The *Employer* owns the *Consultant's* rights over materials prepared for this contract by the *Consultant* except as stated in the scope. The *Consultant* assigns his rights to the *Employer* requests him to do so.

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

Employer's purpose for the material

The *Consultant* may use the material provided by him under this contract for other work unless stated otherwise in the Scope.

## Transfer of Rights

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

The *Employer* owns the *Consultant's* rights over material prepared for this contract by the *Consultant* except as stated otherwise in the Scope.

## Supplier Development & Localisation

The *Consultant* will be required to propose the number of jobs to be created.

## Skills Transfer

Not applicable.

## Health and Safety

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

### **Safety:**

In terms of Eskom's SHE Policy (32-94), Eskom adopt a very strict stance on ensuring adherence to prescribed Safety Regulations. Strict compliance with the OHS Act is vital, and ALL submissions required in terms of Contractor Regulations, as contained in the Act, must be received by Eskom. All Service Providers are also expected to adhere to Eskom's SHE Guidelines (32-524), which must be adhered to at all times, and the successful *Consultant* must also sign a Section 37 (2) Agreement, which stipulates our SHE Specifications. NO Tenders will be accepted from any *Consultant* who is UNABLE to comply with any Eskom's SHE requirements. Also of extreme importance are Eskom's Life Saving Rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering Eskom sites:

#### **a. RULE 1: Open, Isolate, Test, Earth, Bond and/or Insulate BEFORE Touch (That is, any plant operating above 1000V)**

No person may work on any electrical network unless:

- he/she is trained is trained and authorised as competent for the task to be done;
- a pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing;
- an equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures;
- all conducting material is connected together, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- an authorised person/team leader has certified and shown all staff that the apparatus is safe to work on.

NB: In the case of live work, this must be conducted according to standards and procedures while maintaining a minimum safe working clearance.

**b. RULE 2: HOOK UP AT HEIGHTS**

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been to commencing any work at height;
- he/she is appropriately trained;
- he/she is appropriately secured during ascending and descending; and
- he/she is using an approved fall arrest system where applicable.

**c. RULE 3: BUCKLE UP**

No work may drive any vehicle on Eskom business and/or on Eskom premises:

- unless the driver and all passengers are wearing seat belts.

**d. RULE 4: BE SOBER**

No person is allowed to work under the influence of drugs and alcohol or may drive any vehicle on Eskom business and/or on Eskom premises:

“Under the influence” means the use of alcohol, drugs, and/or controlled substance to the extent that individual/s:

- faculties are in any way impaired by the consumption or use of the substance; or
- is unable to perform in a safe, productive manner; or
- has a level of any such substance in their body equal to/ exceeding legal standards;
- has a level of alcohol in his/her body greater than 0.02% blood alcohol concentration.

This includes any level of on illegal substance in the body, irrespective of when used.

**e. RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK**

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS), etc.

- No plant is to return to service without cancellation of all permits on that plant in accordance with the procedure.

**Procurement****BBBEE and preferencing scheme**

“Eskom Holdings Limited has a Directive on B-BBEE implementation (32-416). The Directive gives preference to companies complying with the B-BBEE Codes of Good Practice, Level 1 to Level 4.”

**Limitations on subcontracting**

The Consultant shall not subcontract more than 25% of the whole of the contract.

## Working on the Employer's Property

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

The *Employer* will at all times furnish the *Consultant* with the minimum security requirements for the affected property. *Employer's* entry and security control, safety and health protocols, permits, and site regulations shall be adhered to.

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

The *Consultant* shall keep timesheets and other records of his people working on the *Employer's* property. The *Employer's Agent* shall have access to these records at any time when need arises. The working hours on site shall be clarified at the project kick-off meeting.

### Things provided by the Employer

The *Employer* shall provide access to its facilities to the *Consultant* as and when required during the contract period.

### List of drawings

#### Drawings issued by the Employer

Drawings not applicable.