

## NEC3 Term Service Contract (TSC3)

**Between** ESKOM ROTEK INDUSTRIES SOC LTD  
(Reg No. 1990/006897/30)

**and**  
(Reg No. \_\_\_\_\_ )

**for** THE PROVISION OF TRAINING FOR ERI ON A AS AND  
WHEN NEEDED BASIS

---

<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[14]</b>
<b>Part C2 Pricing Data</b>	<b>[3]</b>
<b>Part C3 Scope of Work</b>	<b>[3]</b>

---

**CONTRACT No.**

---

## PART C1: AGREEMENTS & CONTRACT DATA

---

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
C1.2a Contract Data provided by the <i>Employer</i>	[10]
C1.2b Contract Data provided by the <i>Contractor</i>	[1]

---

## 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 TRAINING FOR ERI ON AS AND WHEN NEEDED BASIS

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	

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

Signature(s)

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

Capacity \_\_\_\_\_

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

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)  
Capacity

**for the  
Tenderer**

Name &  
signature of  
witness

Date

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

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	N/A	

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

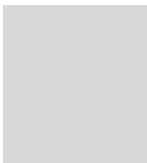



Name &  
signature  
of witness

Date

**Eskom Rotek Industries SOC Ltd**  
**Lower Germiston road, Rosherville, 2022**

## C1.2 TSC3 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:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Rotek Industries SOC Ltd (Reg no: 1990/006897/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road Rosherville
10.1	The <i>Service Manager</i> is (name):	
	Address	Roshland Office Park Lower Germiston Road Rosherville
	Tel	011 621 3000

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

e-mail

11.2(2)	The Affected Property is	<b>Eskom Rotek Industries - Rosherville</b>
11.2(13)	The <i>service</i> is	<b>The Provision Of Training For Eri On A As And When Needed Basis</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As indicated by the Service Manager and reflected on the risk register.</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>N/A</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	<b>Five years</b>
<b>4</b>	<b>Testing and defects</b>	<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>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 1st day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>  <b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted</b>

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	<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
7	<b>Use of Equipment Plant and Materials</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
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. As per Eskom's requirements</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>Any that the Contractor deems necessary in addition to the insurances provided by the Employer plus the amount of the deductibles in respect of the Employers Format a insurance Policy</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>N/A</b>



83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor'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 (Five hundred thousand Rands)..
9	<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.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	N/A
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <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).
	Address	To be appointed when dispute arise.
W1.2(3)	The <i>Adjudicator nominating body</i> is:  An Adjudicator will be appointed between the Contractor and the Employer should a dispute arises. The costs that the Adjudicator charge will be divided between both Parties at 50% for each parties account.	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
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	South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>The service table matrix</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication</li> </ul>

		<ul style="list-style-type: none"> <li>outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	months after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	N/A
<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 *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may

constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Ethics**

Z4.1 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 Contractor or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

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

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

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

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

Z4.2 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z4.3 The Employer may terminate the Contractor's obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the Contractor did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the Employer has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the Employer can terminate the Contractor's obligation to Provide the Service for this reason.

Z4.4 If the Employer terminates the Contractor's obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3

Z4.5 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Employer does not have a contractual bond with the Committing Party, the Contractor ensures that the Committing Party co-operates fully with an investigation.

## **Z5 Confidentiality**

Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information

which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**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, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z7 Health, safety and the environment: Add to core clause 27.4**

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

## **Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4330196330 on each invoice he submits for payment.

## **Z9 Notifying compensation events**

- Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

## **Z10 Employer's limitation of liability**

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

## **Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

## Annexure A: Insurance provided by the Employer

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)



## C1.2 Contract Data

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

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	100% 0%
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	
<b>A</b>	<b>Priced contract with price list</b>	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)



11.2(12)	The <i>price list</i> is in	<b>Rands</b>
11.2(19)	The tendered total of the Prices is	

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

	Course Name	No. of employees over 5 years	DURATION OF THE COURSE	Unit Price per Person (Excluding VAT)	Total Price for 5 Year (Excluding VAT)
1	Executive Coaching	22	12 months		
2	Generic Management Learnership	50	12 months		
3	BBBEE Training	15	3 days		
4	Coaching and Mentoring	20	3 days		
5	Leadership On Boarding	20	3 days		
6	Finance for Non-Financial Managers	250	3 days		
7	Root Cause Analysis	30	3 days		
8	Excel level 1 (Office 365)	70	3 days		
9	Excel level 2 (Office 365)	70	3 days		
10	Excel level 3 (Office 365)	70	3 days		
11	PowerPoint level 1 (Office 365)	10	3 days		
12	Supervisory Training	10	3 days		
13	Facilitation Training	10	3 days		
14	Time Management	20	3 days		
15	Skills Development Facilitator (SDF)	15	3 days		
16	NEC Contract Management	20	3 days		
17	Negotiation skills	20	3 days		
18	Presentation Skills	20	3 days		

PROJECT OR CONTRACT TITLE					
19	Conflict Management	20	3 days		
20	Team Building	40	3 days		
21	Basic Labour Relations Training	38	3 days		
22	Customer Service	20	3 days		
23	Event Management	3	3 days		
24	Public Relations	3	3 days		
25	Strategic Business Management	5	3 days		
26	Emotional Intelligence	10	3 days		
27	Interpersonal Skills	15	3 days		
28	Business Communication	10	3 days		
29	Customer Satisfaction	50	3 days		
30	Basic Administration and Organising skills	15	3 days		
31	Project Management	15	3 days		
32	Report Writing	10	3 days		
33	Basic Labour Relations Training	38	3 days		
34	Business Analysis	10	3 days		
35	IR Training	5	3 days		
36	Moderator	5	According to Provider		
37	Environmental Law	15	3 days		
38	Emergency and Preparedness	50	2 days		
39	Fall Arrest (Working at Heights)	15	2 days		
40	Fire Fighting	80	2 days		

PROJECT OR CONTRACT TITLE					
41	First Aid Level 1 and 2	80	4 days		
42	First Aid L3	80	6 days		
43	Forklift Novice Training	30	5 days		
44	Forklift recertification	60	5 days		
45	Risk Assessment Training (HIRA)	15	2 days		
46	Incident and Accident Investigation	30	2 days		
47	Hazardous chemical substances	10	3 days		
48	COLD Act. Unit standard	10	3 days		
49	SAMTRAC	8	3 weeks		
50	Stacking and Storage	100	1 Day		
51	Occupational hygiene legislation	10	3 days		
52	OHS Act Regulations	20	2 days		
53	Safety Representative	80	2 days		
54	Evacuation Training	70	1 Day		
55	Legal Responsibility & Accountability	75	2 days		
56	Safety Management Systems	10	3 days		
57	Environmental Awareness	50	3 days		
58	Ergonomics Awareness	50	3 days		
59	ISO 14001 Lead Auditing	30	1 Day		
60	ISO 45001 Awareness	600	1 Day		
61	ISO 9001 Implementation	30	3 days		
62	ISO 9001 Lead Auditor	30	3 days		

PROJECT OR CONTRACT TITLE					
63	ISO 45001 Implementation	30	1 Day		
64	ISO 45001 Lead Auditing	30	3 days		
65	ISO 14001 Implementation	30	3 days		
66	ISO 3100-2018 - RISK Management	5	3 days		
67	Compliance Introduction	10	3 days		
68	Compliance Management	10	3 days		
69	Compliance Monitoring	10	3 days		
70	Compliance Risk Management Plans	10	3 days		
71	Compliance Generally Accepted Compliance Practice	10	3 days		
72	Compliance: Introduction to Industrial law for legal compliance audits	15	5 days		
73	Compliance, Risk & Governance Law	15	5 days		
74	K53 Driver Assessor Training	15	10 days		
75	Driver Training Code 10/14	5	5 days		
76	Road traffic act training	15	3 days		
77	Defensive Driving	20	3 days		
78	Advanced Certificate in Information Security	10	3 days		
79	COBIT 2019	5	3 days		
80	CompTIA (Security+, CySA+, CASP+)	5	3 days		
81	Data Science and Analytics	20	3 days		
82	EC Council Training Course (CASE, CSA, CTIA) CSC, CEH, CHFI, CIH,	5	3 days		
83	ISACA Training Courses (CRISC, CGEIT, DPSE, CISM)	5	3 days		
84	ISC2 Training Courses (CSSLP, CISSP)	5	3 days		



PROJECT OR CONTRACT TITLE					
85	Machine Learning (Python)	10	3 days		
86	NIST Cybersecurity Framework	3	3 days		
87	Occupational Certificate: Cybersecurity Analyst	5	3 days		
88	Robotics Process Automation	10	3 days		
89	TOGAF (Architecture)	5	3 days		
90	UI/UX Design	10	3 days		
91	Web Design and analytics	1	3 days		
92	Lean Six Sigma (Lean Black Belt)	2	According to Provider		
93	Lean Six Sigma (Lean Green Belt)	2	According to Provider		
94	Brand Management	10	3 days		
95	Contract Price Adjustment (CPA)	10	3 days		
96	Crisis Communication	1	3 days		
97	Digital Marketing	1	3 days		
98	Digital Trend Benchmarking	3	3 days		
99	Graphic Design	1	3 days		
100	Photography	1	3 days		
101	Crime Scene Investigation (CSI) Training	6	3 days		
102	Wildlife interaction awareness	6	2 days		
103	Threat and Risk Assessment	15	3 days		
104	SAMTRAC	15	3 weeks		
105	Breathalyser Training	15	1 day		

PROJECT OR CONTRACT TITLE					
106	MS Word Level 1 (Office 365)	30	5 days		
107	MS Word Level 2 (Office 365)	30	5 days		
108	PowerPoint level 1 (Office 365)	16	5 days		
109	MS Projects	10	2 weeks		
110	CCTV Operation	16	3 weeks		
111	Lean Six Sigma Green Belt Virtual Training	5	5 days		
112	Lean Six Sigma Black Belt Virtual Training	2	10 days		
113	Introduction to Measurements	1	2 days		
114	Dimensional Metrology (Part- 1)	1	5 days		
115	Dimensional Metrology (Part- 2)	1	5 days		
116	Uncertainty of Measurements - GUM (Physical)	1	5 days		
117	Method Validation (Calibration)	1	1 day		
118	Torque Metrology (Part-1)	1	4 days		
119	Laboratory Systems Course (ISO/IEC17025:2017)	1	3 days		
120	Internal Auditing (ISO/IEC17025:2017)	5	2 days		
121	Pressure Metrology (Part-1)	1	5 days		
122	SHE REP	61	2 days		
123	Evacuation Wardens	61	2 days		
124	MS Word Level 1 (Office 365)	61	5 days		
125	MS Word Level 2 (Office 365)	61	5 days		
126	PowerPoint level 1 (Office 365)	61	5 days		
127	PowerPoint level 2 (Office 365)	61	5 days		

PROJECT OR CONTRACT TITLE					
128	Excel level 1 (Office 365)	61	5 days		
129	Excel level 2 (Office 365)	61	5 days		
130	MS Projects	61	6 days		
131	CCTV Operation	61	2 days		
132	Site Specific SHE Induction	61	1 day		
133	ISO 14001 Environmental Awareness	61	2 days		
134	ISO 45001 Occupational Health and Safety System Awareness	61	2 days		
135	ISO 9001 Quality System Awareness	61	5 days		
136	SAP QIM	61	5 days		
137	OHS Act 85 of 1993: Legal Liability	61	5 days		
138	Hot Works	61	5 days		
139	Occupational Risk Profile (ORP)	61	5 days		
140	Ergonomics Awareness	61	5 days		
141	Asbestos Awareness	61	5 days		
142	Working at heights/Fall Arrest Rescue	61	5 days		
143	Work at Height Assessment and Fall Protection Plan	61	5 days		
144	Environmental Incident Management training (240-133087117)	61	5 days		
145	Emergency Management	61	5 days		
146	Spill Response	61	2 days		
147	Transportation of Dangerous Goods	61	2 days		
148	K53 Novice course (Code B and EB)	61	2 days		
149	K53 Course (Code C1 and C)	61	2 days		

PROJECT OR CONTRACT TITLE					
150	Defensive Driver (Code B)	61	2 days		
151	Defensive Driver (Code C1 and C)	61	2 days		
152	Advanced Driver (Code B)	61	2 days		
153	Advanced Driver (Code C1 and C)	61	2 days		
154	Hijack Prevention Awareness	61	2 days		
155	Minibus/Bus Program	61	2 days		
156	Environmental Impact Assessment	61	2 days		
157	Operating Regulation in High Voltage System (ORHVS) <b>full course</b>	10	5 days		
158	Operating Regulation in High Voltage System (ORHVS) <b>refresher</b>	20	5 days		
159	Plant Safety Regulations (PSR)	20	5 days		
160	Marketing Management	10	3 days		
161	Communication Management	10	3 days		
162	Hospitality etiquette	10	3 days		
163	Hospitality Management	10	3 days		
164	Stakeholder Management	10	3 days		
165	Stakeholder Relations	10	3 days		
166	Community Management	10	3 days		
				<b>TOTAL:</b>	

## PART 3: SCOPE OF WORK

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

The Provision of training for ERI on a as and when needed basis, in order to comply to regulations

Course Name	Unit Standard no.	DURATION OF THE COURSE	CERTIFICATION REQUIRED	ADDITIONAL COURSE REQUIREMENTS	LICENSE REQUIRED /VALIDITY PERIOD
Generic Management Learnership	NQF Level 5. National Certificate: Generic Management	12 months	Yes	Relevant Service Provider Accreditation	TBC By service Provider
BBBEE Training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Coaching and Mentoring	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Leadership On Boarding	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Finance for Non-Financial Managers	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Root Cause Analysis	Relevant Service Provider Accreditation. Short Course	3 days	Yes		Accredited
Excel level 1 (Office 365)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Excel level 2 (Office 365)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Excel level 3 (Office 365)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
PowerPoint level 1 (Office 365)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
PowerPoint level 2 (Office 365)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Supervisory Training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Facilitation Training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider

## PROJECT AND CONTRACT TITLE

Time Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Skills Development Facilitator (SDF)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	Provider Accredited
NEC Contract Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Negotiation skills	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Presentation Skills	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Conflict Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Team Building	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Understanding a team, build a high performance team	TBC By service Provider
Basic Labour Relations Training	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Customer Service	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Event Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Public Relations	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Strategic Business Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Emotional Intelligence	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Interpersonal Skills	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Business Communication	Unit standard # 11803 or equivalent. Short Course	3 days	Yes	Apply basic written and oral communication skills	TBC By service Provider
Customer Satisfaction	Unit standard # 110082 or equivalent. Short Course	3 days	Yes	Understand the impact of customer service on a business	TBC By service Provider
Basic Administration and Organising	Unit standard # 8015 or equivalent.	3 days	Yes	Executing general office administration	TBC By service Provider

## PROJECT AND CONTRACT TITLE

skills	Short Course				
Project Management	Unit standard # 10150 or equivalent. Short Course	3 days	Yes	Provide assistance in implementing and assuring project work is conducted in accordance with the project quality plan	TBC By service Provider
Report Writing	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Basic Labour Relations Training	Unit standard # 14536 or equivalent. Short Course	3 days	Yes	Apply an understanding of the characteristics of the South African Labour	TBC By service Provider
Business Analysis	Unit standard # 242902 or equivalent. Short Course	3 days	Yes	Demonstrate an ability to apply the principles of problem identification, analysis and decision-making within immediate work context	TBC By service Provider
IR Training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Moderator	Relevant Service Provider Accreditation	According to Provider	Yes	Provider Accredited	No
Environmental Law	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Emergency and Preparedness	Unit standard # 259597 or equivalent	2 days	Yes	Explain emergency preparedness and response procedures	2 Years
Fall Arrest (Working at Heights)	Unit standard # 229998 or equivalent. Short Course	2 days	Yes	Explain and perform fall arrest techniques when working at height	2 Years
Fire Fighting	Unit standard # 244448 or equivalent. Short Course	2 days	Yes	DOL Approval letter	2 Years
First Aid Level 1 and 2	Unit standard # 116534 or equivalent. Short Course	4 days	Yes	DOL Approval letter	2 Years
First Aid L3	Unit standard # 116534 or equivalent. Short Course	6 days	Yes	DOL Approval letter	TBC By service Provider
Forklift Novice Training	Unit standard # 9599 or equivalent. Short Course	5 days	Yes	Lift and move material and equipment by means of a forklift	2 Years



## PROJECT AND CONTRACT TITLE

Forklift recertification	Unit standard # 9599 or equivalent. Short Course	5 days	Yes	Lift and move material and equipment by means of a forklift	2 Years
Risk Assessment Training (HIRA)	Unit standard # 116655 or equivalent. Short Course	2 days	Yes	Conduct continuous hazard identification and risk assessment within a workplace	2 Years
Incident and Accident Investigation	Unit standard # 115087 or equivalent. Short Course	2 days	Yes	Conduct a preliminary incident investigation into workplace health, safety and environmental incidents	2 years
Hazardous chemical substances	Unit standard # 110022 or equivalent. Short Course	3 days	Yes	Receive and store hazardous chemicals	TBC By service Provider
COID Act. Unit standard	COID Act. Unit standard. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
SAMTRAC	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Stacking and Storage	Unit standard # 119044 or equivalent. Short Course	1 Day	Yes	Relevant Service Provider Accreditation	2 Years
Occupational hygiene legislation	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
OHS Act Regulations	Unit standard # 244288 or equivalent	2 days	Yes	Relevant Service Provider Accreditation	2 Years
Safety Representative	Unit standard # 259619 + 259622 or equivalent. Short Course	2 days	Yes	Conduct workplace Occupational Health and Safety (OHS) inspections+259622 - Describe the functions of the workplace health and safety representative	2 Years
Evacuation Training	Unit standard # 242825 or equivalent. Short Course	1 Day	Yes	Relevant Service Provider Accreditation	2 Years
Legal Responsibility & Accountability	Unit standard # 244288 or equivalent. Short Course	2 days		SETA Accreditation	2 Years
Safety Management Systems	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Environmental Awareness	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider

## PROJECT AND CONTRACT TITLE

Ergonomics Awareness	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
ISO 14001 Lead Auditing	ISO 14001 Lead Auditing	1 Day	Yes	SAACTA Accredited	SAACTA Accredited
ISO 45001 Awareness	Relevant Service Provider Accreditation. Short Course	1 Day	Provider Accredited	Relevant Service Provider Accreditation	TBC By service Provider
ISO 9001 Implementation	ISO 9001 Implementation	3 days	Yes	SAACTA Accredited	SAACTA Accredited
ISO 9001 Lead Auditor	ISO 9001 Lead Auditor	3 days	Yes	SAACTA Accredited	SAACTA Accredited
ISO 45001 Implementation	ISO 45001 Implementation	1 Day	Yes	SAACTA Accredited	SAACTA Accredited
ISO 45001 Lead Auditing	Relevant Service Provider Accreditation. Short Course	3 days	Yes	SAACTA Accredited	SAACTA Accredited
ISO 14001 Implementation	ISO 14001 Implementation	3 days	Yes	SAACTA Accredited	SAACTA Accredited
ISO 3100-2018 - RISK Management	ISO 3100-2018 - RISK Management	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Compliance Introduction	Relevant Service Provider Accreditation	3 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
Compliance Management	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
Compliance Monitoring	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider

## PROJECT AND CONTRACT TITLE

Compliance Risk Management Plans	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
Compliance Generally Accepted Compliance Practice	Relevant Service Provider Accreditation	3 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
Compliance: Introduction to Industrial law for legal compliance audits	Relevant Service Provider Accreditation	5 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
Compliance, Risk & Governance Law	Relevant Service Provider Accreditation	5 days	Yes	Methodologies in the Governance, Risk Management, Compliance. Investigates the legislative compliance imperatives applicable to private and public South African organisations	TBC By service Provider
K53 Driver Assessor Training	Relevant Service Provider Accreditation	10 days	Yes	Relevant Service Provider Accreditation	Annually
Driver Training Code 10/14	Novice training up to achieving the driver license	5 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Road traffic act training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Defensive Driving	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider

## PROJECT AND CONTRACT TITLE

Advanced Certificate in Information Security	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
COBIT 2019	To be provided by the Service Provider (TBP)	3 days	Yes	Accredited	Relevant Service Provider Accreditation
Comptia ( Security+, CySA+, CASP+,	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Data Science and Analytics	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
EC Council Training Course ( CASE, CSA, CTIA) CSC , CEH, CHFI, CIH,	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
ISACA Training Courses (CRISC, CGEIT, DPSE, CISM)	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
ISC2 Training Courses (CSSLP, CISSP)	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Machine Learning (Python)	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
NIST Cyber security Framework	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Occupational Certificate : Cyber security Analyst	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Robotics Process Automation	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
TOGAF ( Architecture)	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
UI/UX Design	To be provided by the Service Provider (TBP)	3 days	Yes	TBC By service Provider	Relevant Service Provider Accreditation
Web Design and analytics	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Lean Six Sigma (Lean Black Belt)	Relevant Service Provider Accreditation	According to Provider	Yes	Provider Accredited	No
Lean Six Sigma (Lean Green Belt)	Relevant Service Provider Accreditation	According to Provider	Yes	Provider Accredited	No
Brand Management	Unit standard # 116368 or equivalent. Short Course	3 days	Yes	Able to identify marketing opportunities and implment and evaluate a	TBC By service Provider

## PROJECT AND CONTRACT TITLE

				marketing strategy	
Contract Price Adjustment (CPA)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Theory and calculation of Contract Price Adjustment, a systematic explanation	TBC By service Provider
Crisis Communication	Unit standard # 7789 or equivalent. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Digital Marketing	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Digital Trend Benchmarking	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Graphic Design	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Photography	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
Crime Scene Investigation (CSI) Training	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Limit corruption of evident and secure crime scenes	TBC By service Provider
GRP Course: Job Analysis and Job evaluation (GR3)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Total Remuneration Management (GR1)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Quantitative Methods (GR2/C3E)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Business Acumen (C8)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Market Pricing: Conducting a Competitive Pay Analysis (GR17)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Variable Pay (GR6)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: International Financial Reporting	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider

PROJECT AND CONTRACT TITLE

Standards (T7)					
GRP Course: International Total Remuneration (GR7)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider
GRP Course: Strategic Communications in total Rewards (GR9)	Relevant Service Provider Accreditation. Short Course	3 days	Yes	Relevant Service Provider Accreditation	TBC By service Provider

## 1.1 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4330196330;

PROJECT AND CONTRACT TITLE

- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the Employer and the Contractor.

WHEREAS, the Employer and the Contractor (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.
6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a



secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party

8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.
12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them
13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.