



NEC3 Professional Services Contract (PSC3)

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

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

**for PROVISION OF SERVICE PROVIDER OF
INSTITUTIONALISED TRAINING IN THE GEMMA
CLUSTER**

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CONTRACT No. [Insert at award stage]

CONTRACT TITLE:

PART C1: AGREEMENTS & CONTRACT DATA

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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 SERVICE PROVIDER OF INSTITUTIONALISED TRAINING IN THE GEMMA CLUSTER

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

tenderer:

ESKOM HOLDINGS SOC Ltd

CONTRACT NUMBER _____

CONTRACT FOR THE PROVISION OF SERVICE PROVIDER OF INSTITUTIONALISED TRAINING IN THE GEMMA CLUSTER

(Insert name and address of organisation)

For the

Name &
signature of
witness

Date

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Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the 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**

(Insert name and address of organisation)

Name &
signature of

Date witness

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

**Eskom Holdings SOC Ltd
Megawatt Park**

Signature

Name

Capacity

**Maxwell Drive
 Sandton
 Johannesburg
 2199**

Date

On behalf of _____
 (Insert name and address of organisation)

 (Insert name and address of organisation)

3

Name & signature of witness _____

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option and secondary Options	
		G: Term contract
		W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X10: Employer's Agent
		X11: Termination by the Employer
		X18: Limitation of liability
		Z: Additional conditions of contract

of the NEC3 Professional Services Contract
(April 2013)¹

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

11.2(9)	The <i>services</i> are	contract for the provision of service provider of institutionalised training in the gemma cluster.
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11.2(10)	The following matters will be included in the Risk Register	
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11.2(11)	The Scope is in	Part 3: Scope of Work
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¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 Working Days
13.6	The <i>period for retention</i> is	52 weeks from the completion of each Task Order

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Training Facilities as per Task task orders Order	per As per

3 Time

31.2	The <i>starting date</i> is.	01 April 2026	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	[To be advised].	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	ndition to be met As per Task Order	key date
		1	As per Task Order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	1 week of the Task Order Issue.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 week.	

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 weeks of the Task Order Date.
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.

5 Payment

50.1		The <i>assessment interval</i> is	After completion per task order or once every month.
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		As per Task Order	As per Task Order
51.1	The period within which payments are made is	14 (fourteen)days for a SMME/BWO Consulting firm, and 30 (thirty)days for a BEE/ other Consulting firm after receipt of an Eskom approved invoice.	
51.2	The <i>currency of this contract</i> is the	South African Rand	

51.5	The <i>interest rate</i> is	<p>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</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 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.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	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	The total of the Prices
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than As stated in Part C2.1, Pricing Assumptions.	
50.4	The <i>exchange rates</i> are those published in	N/A

11 Data for Option W1

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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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 www.ice-sa.org.za).
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
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or nominee if the <i>arbitration procedure</i> does not select an arbitrator, is 	the Chairman for the time being or his of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1	The index is	<p>The rates provided in the Pricing Data will apply for the first 12 months after the base date. The base date for indices is (One month before the tender conclusion).</p> <p>From the anniversary date of base date, the rates will be adjusted for inflation using the relevant tables published by the Department of Labour.</p> <p>Price fluctuations may result in an increase or decrease in the rates provided in the Pricing Data</p> <p>SEIFSA Table</p> <p>C3 All hourly paid employees : 0.85</p> <p>Fixed Portion : 0.15</p> <p>Total 1.00</p> <p>The rates will remain firm and fixed for the first 12 months of the contract. Escalation will be implemented thereafter.</p> <p>The staff rates are {state whether “Fixed at the Contract Date and are not variable with changes in salary paid to individuals” or “Variable with changes in salary paid to individuals”}</p>
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X2 Changes in the law

X2.1	The law of the project is	The Law of the Republic of South Africa.
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X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.5 % of the Task Order value per day to a max of 10%.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	
	Address	Getrude Rabyang
	The authority of the <i>Employer's Agent</i> is	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg.
		To carry out all the actions of the Employer in this contract.
X11	Termination by the <i>Employer</i>	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.
X13	Performance bond	
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
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:	The total of the Prices
X18.3	The <i>end of liability date</i> is	Five years after Completion of the whole of the <i>services/task order</i>.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.

Z2.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.

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

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

Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

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

Z8 Employer's limitation of liability

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

Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet

Z9 point, after the words "against it":

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

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

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

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

Z11 Ethics

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

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

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

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

- Committing Party** means, as the context requires, the *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Commercial and business to determine. [Delete this note after inserting]	Commercial and business to determine [Delete this note after inserting]

Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by</p>	Commercial and business to determine [Delete this note after inserting]
	the <i>Employer's</i> insurance <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Commercial and business to determine [Delete this note after inserting]

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Standard means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
Only if required		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	

11.2(10)	The following matters will be included in the Risk Register	
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² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

DOCUMENT C2.1	PAGE 1	PRICING DATA	
11.2(13)	The <i>staff rates</i> are: Either complete here or cross refer to a schedule in Part C2.2	name/designation	rate
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 2 3	access date
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
G	Term contract		
11.2(25)	The <i>task schedule</i> is in	Part C2.2	

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	2
C2.2	<i>Staff rates, expenses and the task schedule.</i>	4

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

Identified and 11 defined terms 11.2

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time-based items on the Task Schedule and
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

- the Time Charge for items described as time based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and terms 11.2 defined (13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

Assessing the due 50.3 amount The amount due is

- the Price for Services Provided to Date,
- the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
- other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.

Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task by Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract 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:

1

C2.1 PSC3/G PRICING ASSUMPTIONS

- 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.

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

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

State whether the *staff rates* and *expenses* exclude VAT.

The task schedule

The following format could be used:

Module Code	Electrician	Days	Cost per person per day
671101000-KM-01	Health, Safety, Quality and Legislation, NQF Level 4, 5 Credits. <i>KM-01-KT01: Safety, health, environment, risk and quality principles in the workplace</i>	6	
671101000-KM-02	<i>Tools, Equipment and Materials, NQF Level 4, 8 Credits.</i> <i>KM-02-KT01: Hand tools and power tools (5%)</i> <i>KM-02-KT02: Measuring and testing instruments (50%)</i>	10	
671101000-KM-03	<i>Electricity and Electronics, NQF Level 4, 13 Credits.</i> <i>KM-03-KT01: Fundamentals of electricity (35%)</i> <i>KM-03-KT02: Electronics (30%)</i> <i>KM-03-KT03: Electrical principles of appliances (35%)</i>	16	
671101000-KM-04	Industry Context, NQF Level 3, 2 Credits. <i>KM-04-KT01: Introduction to the world of work and the electrical trade (100%)</i>	3	
671101000-KM-05	Wireways and Wiring, NQF Level 4, 11 Credits. <i>KM-05-KT01: Wire ways (35%)</i> <i>KM-05-KT02: Wiring of installations (35%)</i> <i>KM-05-KT03: Earthing and bonding (30%)</i>	14	
671101000-KM-06	Rotating Electrical Machinery, NQF Level 4, 13 Credits. KM-06-KT01: Rotating electrical machinery - AC motors (35%) KM-06-KT02: Rotating Electrical Machinery - DC motors (35%) KM-06-KT03: Rotating electrical machinery - Alternators and Generators (30%)	16	

671101000-KM-07	<p>Electrical Supply Systems and Components, NQF Level 4, 31 Credits.</p> <p><i>KM-07-KT01: Concepts, theories and principles of supply Systems (20%)</i></p> <p><i>KM-07-KT02: Batteries (10%)</i></p> <p><i>KM-07-KT03: Transformers (20%)</i></p> <p><i>KM-07-KT04: Types of cables and applications (20%)</i></p> <p><i>KM-07-KT05: Switchgear and control gear (20%)</i></p> <p><i>KM-07-KT06: Lighting systems (10%)</i></p>	39	
671101000-KM-08	<p>Low Voltage Protection, NQF Level 4, 5 Credits.</p> <p><i>KM-08-KT01: Low voltage protection (100%)</i></p>	6	
671101000-KM -09	<p>Fault Finding, NQF Level 4, 3 Credits.</p> <p><i>KM-09-KT01: Fault finding (5%)</i></p>	3	
	Total	113	
		6 Months	
Module Code	Electrician	Days	
671101000-PM-01	<p>Use hand and power tools, NQF Level 3, Credits 22.</p> <p><i>PM-01-PS01: Select, use and care of engineering hand tools</i></p> <p><i>PM-01-PS02: Select, use and care for power tools</i></p> <p><i>PM-01-PS03: Select, use and care for electrical measuring instruments</i> PM-01-PS04: Perform soldering activities</p> <p><i>PM-01-PS05: Carry out basic electric arc welding in an electrical environment</i> PM-01-PS06: Carry out basic gas cutting in an electrical environment</p>	28	

<p>671101000-PM-02</p>	<p>Plan worksite set up for installing, wiring and connecting electrical equipment and control systems, NQF Level 3, Credits 5. PM-02-PS01: Undertake risk assessment in accordance with all statutory requirements PM-02-PS02: Read and interpret electrical drawings PM-02-PS03: Plan the worksite set-up</p>	<p>6</p>	
<p>671101000-PM-03</p>	<p>Prepare worksite set up for installing, wiring and connecting electrical equipment and control systems, NQF Level 3, Credits 3. PM-03-PS01: Procure resources PM-03-PS02: Prepare and transport resources PM-03-PS03: Prepare work site, equipment, tools, consumables and materials</p>	<p>4</p>	
<p>671101000-PM-04</p>	<p>Install wireways, NQF Level 4, 5 Credits. <i>PM-04-PS01: Confirm the selection and installation method of the selected wire ways</i> <i>PM-04-PS02: Use installation tools and equipment</i> <i>PM-04-PS03: Design and install wire ways</i></p>	<p>6</p>	
<p>671101000-PM-05</p>	<p>Install, wire and connect electrical equipment and control systems, NQF Level 4, 38 Credits. <i>PM-05-PS01: Identify hazards within the installation</i> <i>PM-05-PS02: Confirm the selection and installation method of the electrical equipment and control systems</i> <i>PM-05-PS03: Use installation tools and personal protective equipment</i> <i>PM-05PS04: Install equipment and control systems</i> <i>PM-05-PS05: Wire electrical equipment and control systems</i> <i>PM-05-PS06: Terminate and connect cables and conductors</i></p>	<p>48</p>	
<p>671101000-PM-06</p>	<p>Conduct pre-commission inspection (power off) and test new and existing installations, NQF Level 4, 5 Credits. <i>PM-06-PS01: Inspect electrical equipment, control systems</i></p>	<p>6</p>	
	<p><i>and installations under power off conditions</i> <i>PM-06-PS02: Test electrical equipment, control systems and installations under power off conditions</i></p>		

671101000-PM-07	Carry out commissioning tests, NQF Level 4, 13 Credits. <i>PM-07-PS01: Carry out commissioning tests (with power on) on electrical installations and control systems PM-07-PS02: Rectify defects found on electrical installations and control systems PM-07-PS03: Report product deficiencies and rectify workmanship</i>	16	
671101000-PM-08	Fault find and repair electrical control systems and electrical installations, NQF Level 4, 22 Credits. <i>PM-08-PS01: Obtain work instructions and gather drawings and documentation PM-08-PS02: Select tools and testing instruments PM-08-PS03: Carry out fault finding PM-08-PS04: Rectify faults where applicable PM-08-PS05: Record findings and provide feedback</i>	28	
	CoC Wireman's License Single Phase	5	
	CoC Wireman's License Three Phase	5	
Workplace modules – To be covered by the employer			
Module Code	Electrician	Days	
671101000-WM-01	Planning and preparation process for the wiring, connection, testing, inspecting, commissioning and maintaining of electrical installations and control systems, NQF Level 4, 8 Credits.	10	
671101000-WM-02	Processes of installing, wiring and connecting of electrical equipment and control systems, NQF Level 4, 74 Credits.	82	
671101000-WM-03	Processes of testing and inspecting of electrical equipment, control systems and installations, NQF Level 4, 15 Credits.	19	
671101000-WM-04	Processes of commissioning electrical installations and control systems, NQF Level 4, 15 Credits.	19	
671101000-WM-05	Maintenance processes for electrical installations and control systems, NQF Level 4, 44 Credits.	49	
	Total	179	
		9 Months	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	17
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

C3.1: EMPLOYER’S SCOPE

Contents:

QCTO Curriculum - Occupational Certificate: Electrician Code:671101000

Learning objective:

The purpose of this qualification is to prepare a learner to effectively function as a generic electrical artisan (Electrician) in the domestic, commercial and industrial Low Voltage environment. The learner will be able to perform the following tasks as per the national trade occupation curriculum requirements:

Plan, prepare install, test, connect, commission, maintain, alter, and repair electrical equipment, wiring/control systems and apply the knowledge and skills obtained in a variety of contexts.

Programme structure:

The training programme which includes the certificate of compliance for single phase and three phase wiring is intended for permanent employees, apprentices, technicians and Artisan RPL candidates and is aligned to the Electrician Occupational Qualification.

The training programme can be divided into 3 or 4 levels provided all the modules listed below are covered. Each level should incorporate theory, practical and level assessments.

The Training Provider to provide the following:

Provide the accredited trainer to conduct training at a ratio of facilitator/learner 1:12

Provide the printed learner materials including the assessments Provide the consumables as and when needed

Learning environment and learning interventions that are non-discriminative and conducive to learning.

Learners with special needs are considered in the design of learning intervention

Submit monthly reports on learner progress, learner feedback forms and attendance registers.

Provide accommodation and transport the learners to and from the training centre

Toolboxes

The suppliers to provide the learners with toolboxes as per the specification attached. See Annexure B

Module Code	Electrician	Days
671101000-KM-01	Health, Safety, Quality and Legislation, NQF Level 4, 5 Credits. <i>KM-01-KT01: Safety, health, environment, risk and quality principles in the workplace</i>	6
671101000-KM-02	Tools, Equipment and Materials, NQF Level 4, 8 Credits. <i>KM-02-KT01: Hand tools and power tools (5%)</i> <i>KM-02-KT02: Measuring and testing instruments (50%)</i>	10

671101000-KM-03	Electricity and Electronics, NQF Level 4, 13 Credits. <i>KM-03-KT01: Fundamentals of electricity (35%)</i> <i>KM-03-KT02: Electronics (30%)</i> <i>KM-03-KT03: Electrical principles of appliances (35%)</i>	16
671101000-KM-04	Industry Context, NQF Level 3, 2 Credits. <i>KM-04-KT01: Introduction to the world of work and the electrical trade (100%)</i>	3
671101000-KM-05	Wireways and Wiring, NQF Level 4, 11 Credits. <i>KM-05-KT01: Wire ways (35%)</i> <i>KM-05-KT02: Wiring of installations (35%)</i> <i>KM-05-KT03: Earthing and bonding (30%)</i>	14
671101000-KM-06	Rotating Electrical Machinery, NQF Level 4, 13 Credits. <i>KM-06-KT01: Rotating electrical machinery - AC motors (35%)</i>	16

	<i>KM-06-KT02: Rotating Electrical Machinery - DC motors (35%)</i> <i>KM-06-KT03: Rotating electrical machinery - Alternators and Generators (30%)</i>	
671101000-KM-07	Electrical Supply Systems and Components, NQF Level 4, 31 Credits. <i>KM-07-KT01: Concepts, theories and principles of supply Systems (20%)</i> <i>KM-07-KT02: Batteries (10%)</i> <i>KM-07-KT03: Transformers (20%)</i> <i>KM-07-KT04: Types of cables and applications (20%)</i> <i>KM-07-KT05: Switchgear and control gear (20%)</i> <i>KM-07-KT06: Lighting systems (10%)</i>	39
671101000-KM-08	Low Voltage Protection, NQF Level 4, 5 Credits. <i>KM-08-KT01: Low voltage protection (100%)</i>	6
671101000-KM -09	Fault Finding, NQF Level 4, 3 Credits. <i>KM-09-KT01: Fault finding (5%)</i>	3

	Total	113
		6 Months
Module Code	Electrician	Days
671101000-PM-01	<p>Use hand and power tools, NQF Level 3, Credits 22.</p> <p><i>PM-01-PS01: Select, use and care of engineering hand tools</i></p> <p><i>PM-01-PS02: Select, use and care for power tools</i></p> <p><i>PM-01-PS03: Select, use and care for electrical measuring instruments</i></p> <p><i>PM-01-PS04: Perform soldering activities</i></p> <p><i>PM-01-PS05: Carry out basic electric arc welding in an electrical environment</i></p> <p><i>PM-01-PS06: Carry out basic gas cutting in</i></p>	28
	<i>an electrical environment</i>	
671101000-PM-02	<p>Plan worksite set up for installing, wiring and connecting electrical equipment and control systems, NQF Level 3, Credits 5.</p> <p>PM-02-PS01: Undertake risk assessment in accordance with all statutory requirements PM-02-PS02: Read and interpret electrical drawings</p> <p>PM-02-PS03: Plan the worksite set-up</p>	6

<p>671101000-PM-03</p>	<p>Prepare worksite set up for installing, wiring and connecting electrical equipment and control systems, NQF Level 3, Credits 3.</p> <p>PM-03-PS01: Procure resources</p> <p>PM-03-PS02: Prepare and transport resources</p> <p>PM-03-PS03: Prepare work site, equipment, tools, consumables and materials</p>	<p>4</p>
<p>671101000-PM-04</p>	<p>Install wireways, NQF Level 4, 5 Credits.</p> <p><i>PM-04-PS01: Confirm the selection and installation method of the selected wire ways</i></p> <p><i>PM-04-PS02: Use installation tools and equipment</i></p> <p><i>PM-04-PS03: Design and install wire ways</i></p>	<p>6</p>
<p>671101000-PM-05</p>	<p>Install, wire and connect electrical equipment and control systems, NQF Level 4, 38 Credits.</p> <p><i>PM-05-PS01: Identify hazards within the installation</i></p> <p><i>PM-05-PS02: Confirm the selection and installation method of the electrical equipment and control systems</i></p> <p><i>PM-05-PS03: Use installation tools and personal protective equipment</i></p> <p><i>PM-05-PS04: Install equipment and control systems</i></p> <p><i>PM-05-PS05: Wire electrical equipment and control systems</i></p> <p><i>PM-05-PS06:</i></p>	<p>48</p>
	<p><i>Terminate and connect cables and conductors</i></p>	
<p>671101000-PM-06</p>	<p>Conduct pre-commission inspection (power off) and test new and existing installations, NQF Level 4, 5 Credits.</p> <p><i>PM-06-PS01: Inspect electrical equipment, control systems and installations under power off conditions</i></p> <p><i>PM-06-PS02: Test electrical equipment, control systems and installations under power off conditions</i></p>	<p>6</p>

671101000-PM-07	Carry out commissioning tests, NQF Level 4, 13 Credits. <i>PM-07-PS01: Carry out commissioning tests (with power on) on electrical installations and control systems</i> <i>PM-07-PS02: Rectify defects found on electrical installations and control systems</i> <i>PM-07-PS03: Report product deficiencies and rectify workmanship</i>	16
671101000-PM-08	Fault find and repair electrical control systems and electrical installations, NQF Level 4, 22 Credits. <i>PM-08-PS01: Obtain work instructions and gather drawings and documentation</i> <i>PM-08-PS02: Select tools and testing instruments</i> <i>PM-08-PS03: Carry out fault finding</i> <i>PM-08-PS04: Rectify faults where applicable</i> <i>PM-08-PS05: Record findings and provide feedback</i>	28
	Total	142
		7 Months
Workplace modules – To be covered by the employer		
Module Code	Electrician	Days
671101000-WM-01	Planning and preparation process for the wiring, connection, testing, inspecting, commissioning and maintaining of electrical installations and control systems, NQF Level 4, 8 Credits.	10
671101000-WM-02	Processes of installing, wiring and connecting of electrical equipment and control systems, NQF Level 4, 74 Credits.	82
671101000-WM-03	Processes of testing and inspecting of electrical equipment, control systems and installations, NQF Level 4, 15 Credits.	19
671101000-WM-04	Processes of commissioning electrical installations and control systems, NQF Level 4, 15 Credits.	19
671101000-WM-05	Maintenance processes for electrical installations and control systems, NQF Level 4, 44 Credits.	49
	Total	179
		9 Months

The provider to provide accommodation for the learners for the duration of the training programme, which should include breakfast, dinner and lunch.
Transport the learners to the institution and back.

Description of the services

Executive overview

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation

Specification and description of the services

Specification and description of the services: Institutionalised Training

Stage 1 Preparation

Develop a strategic brief which defines project objectives, business need, acceptance criteria and the *Employer's* priorities and aspirations:

Stage 2 Concept

Development of initial design which establishes the detailed brief, scope, scale, form and budget for the project culminating in the Concept Report

Stage 3: Design development

Detailed development of approved concept to establish detailed form, character, function and cost plan (Design report)
Review Design Report for conformity with general design intent and *Employer's* requirements.

Stage 4: Production information

Final detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction or the production of manufacturing and installation information.

Stage 5: Manufacture, Installation and Construction Information:

Definition of the fabrication, manufacturing details and installation of all components. Review, for adherence to general design intent, the manufacture, installation and construction information prepared by others; and the construction of the Works

Stage 6: Post Practical Completion

Deal with outstanding issues and feedback and assisting with familiarising Project users with the design of the works.

Constraints on how the *Consultant* Provides the Services.

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, subconsulting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as 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 *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____	TBA	Contract management and consultant, training co-ordinators.
Overall contract progress and feedback	Monthly on _____ at _____	TBA	<i>Employer's Agent</i> , <i>Consultant</i> and training coordinators.

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Consultant's key persons

State any additional constraining requirements on *Consultant's key persons* over and above those already stated in clause 22.1 or in the Contract Data. Such as need to notify contact details, leave and mentoring requirements where applicable. This section could be used to solicit an organogramme from the *Consultant* showing his people and their lines of authority / communication. This would be essential if the *Consultant* is a Joint Venture.

Provision of bonds and guarantees

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

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

Documentation control and retention

Identification and communication

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from PSC3 who issues what to whom.

Retention of documents

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Scope. State here what that form is. Note the time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

Records and forecasting of expenses

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

Records and forecasting of the Time Charge

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

Invoicing and payment

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

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

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

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; • (add other as required)

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

Contract change management

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

Inclusions in the programme

First read clause 31.2 and then include here any matters regarding the order and timing of the work of the *Employer* and Others which the *Consultant* is take account of in his programme. Also describe any information other than that already requested in clause 31.2 which the *Consultant* is to show on each programme he submits for acceptance.

Quality management

System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope. Include your requirements here

Information in the quality plan

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

The Parties use of material provided by the *Consultant*

Employer's purpose for the material

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

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

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

Management of work done by Task Order

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

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

Information included here could be:

That Task Orders will be prepared in the format stated in an Annexure attached to the Scope

What the basis or formula will be for calculation of delay damages for a Task Order (if required). How expenses for a Task will be assessed and managed.

(etc)

Health and safety

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

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

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

[If the *Consultant* may be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, specify these here or state,

The *Consultant* shall comply with the health and safety requirements contained in Annexure _____ to this Scope.]

Procurement

BBBEE and preferencing scheme

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

Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded

off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Training	Institutionalised Training (Electrical trade)	100%

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnables if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom’s targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

2.3 National Industrial Participation Programme

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

“NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”.

2.4 Mandatory Subcontracting as condition of award: N/A

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is at least 51% owned by black people.
- an EME or QSE which is at least 51% owned by black people who are youth.
- an EME or QSE which is at least 51% owned by black people who are women.
- an EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- a cooperative which is at least 51% owned by black people.

- a EME or QSE which is at least 51% owned by black people who are military veterans

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the subcontractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced:

- XXXX
- XXXX

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company’s annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the

contractor/supplier by designated groups; and

- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

4. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Type of Jobs to be retained	Number of Jobs to be retained

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Name of tenderer: _____

Tenderer representative: _____

Representative signature: _____

Date: _____

Other constraints

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

Preferred subconsultants

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

Subcontract documentation, and assessment of subcontract tenders

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

Limitations on subcontracting

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

Attendance on Subconsultants

State requirements for attendance on Subconsultants, if any

Correction of Defects

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

Working on the *Employer's* property

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

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

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

People restrictions, hours of work, conduct and records

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

Cooperating with and obtaining acceptance of Others

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

Things provided by the Employer

Provide details of any facilities and equipment made available by the *Employer* for the *Consultant's* use during performance of the *services*. State any conditions relating thereto.

Cataloguing requirements by the Consultant

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Consultant* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

List of drawings

Drawings issued by the Employer

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
