



## NEC3 Professional Services Contract (PSC3)

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

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

**for The Provision of Lean Six Sigma Training on an as  
and when required basis**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[16]</b>
<b>Part C2 Pricing Data</b>	<b>[6]</b>
<b>Part C3 Scope of Work: The Scope</b>	<b>[9]</b>

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**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	<b>Form of Offer &amp; Acceptance</b>  [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	<b>Contract Data provided by the <i>Employer</i></b>	[•]
C1.2b	<b>Contract Data provided by the <i>Consultant</i></b>  [to be inserted from Returnable Documents at award stage]	[•]

## 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 Lean Six Sigma Training on an as and when required basis.

The tenderer, identified in the Offer signature block, has

either	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.
or	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	<b>Rate Based</b>
Value Added Tax @ 15% is	<b>Rate Based</b>
The offered total of the Prices inclusive of VAT is	<b>Rate Based</b>
(in words)	

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

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

\_\_\_\_\_

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

**Eskom Holdings SOC Limited  
Megawatt Park, Maxwell Drive,  
Sandton,  
Johannesburg**

Name &  
signature of  
witness

Date

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

## C1.2 PSC3 Contract Data

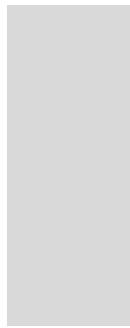
### Part one - Data provided by the *Employer*

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)**

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. The PSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row.
3. Where the symbol “**[•]**” is used data is required to be inserted relevant to the clause and statement which requires it.]

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

Claus e	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: <b>Priced contract with activity schedule</b>
		C: <b>Target contract</b>
		E: <b>Time based contract</b>
		G: <b>Term contract</b>
	dispute resolution Option	W1: <b>Dispute resolution procedure</b>
	and secondary Options	X1: <b>Price adjustment for inflation</b>
		X2 <b>Changes in the law</b>
		X4: <b>Parent company guarantee</b>
		X6: <b>Bonus for early Completion</b>
		X7: <b>Delay damages</b>
		X8: <b>Collateral warranty agreements</b>
		X9: <b>Transfer of rights</b>
		X10 <b>Employer's Agent</b>



**X11: Termination by the *Employer***

**X13: Performance bond**

**X18: Limitation of liability**

**X20: Key Performance Indicators**

**Z: Additional conditions of contract**

of the NEC3 Professional Services Contract  
(April 2013)<sup>1</sup>

10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 8111</b>
	Fax No.	<b>011 800 4299</b>
11.2(9)	The services are	<b>The Provision of Lean Six Sigma Training</b>
11.2(10)	The following matters will be included in the Risk Register	<b>Budget, Resources, Time</b>
11.2(11)	The Scope is in	<b>Part 3: Scope of Work</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>2 weeks</b>
13.6	The <i>period for retention</i> is	<b>5 years following Completion or earlier termination.</b>

## **2 The Parties' main responsibilities**

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1   N/A</b>	<b>N/A</b>

## **3 Time**

31.2	The <i>starting date</i> is.	<b>01 November 2025</b>
11.2(3)	The <i>completion date</i> for the whole of the services is.	<b>30 October 2028</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and [www.ecs.co.za](http://www.ecs.co.za)

		<b>Condition to be met</b>	<b>key date</b>
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	1   N/A	N/A
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Available training schedule to be shared and agreed upon by both parties as soon as the contract is signed. If none is available, both parties will set up one.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Training scheduled to be shared and agreed upon by both parties as and when training is requested.	
<b>4 Quality</b>			
40.2	The quality policy statement and quality plan are provided within	<b>2 weeks of the Contract Date.</b>	
42.2	The <i>defects date</i> is	<b>4 weeks after Completion of the whole of the services.</b>	
<b>5 Payment</b>			
50.1	The <i>assessment interval</i> is	<b>between the 25 day of each successive month.</b>	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item N/A	Amount N/A
51.1	The period within which payments are made is	<b>4 weeks.</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>	

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by [•] Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,

and

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

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Rights to material</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Indemnity, insurance and liability</b>	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>82.1</b>	<b>The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</b>	<b>The total of the Prices</b>
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
<b>21.3</b>	<b>The Consultant prepares forecasts of the total expenses at intervals of no longer than</b>	<b>One Month, a quotation and Purchase order will be used to reserve funds in the contract</b>

C	Target contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	<b>One Month, a quotation and Purchase order will be used to reserve funds in the contract</b>	
50.4	The <i>exchange rates</i> are those published in	<b>[•] on [•] (date).</b>	
54.1	The <i>Consultant's share percentages</i> and the <i>share ranges</i> are	<b>share range</b> <b>less than [•]%</b> <b>from [•]% to [•]%</b> <b>from [•] to [•]%</b> <b>greater than [•]%</b>	<b>Consultant's share percentage</b> <b>[•]%</b> <b>[•]%</b> <b>[•]%</b> <b>[•]%</b>
E	Time based contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	<b>Four weeks.</b>	
50.4	The <i>exchange rates</i> are those published in	<b>[•] on [•] (date).</b>	
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than	<b>Four weeks.</b>	
50.4	The <i>exchange rates</i> are those published in	<b>[•] on [•] (date).</b>	

## 11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>adjudicator nominating body</i> is:	<b>the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>).</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>

W1.4(5)	<p>The arbitration procedure is</p> <p>The place where arbitration is to be held is</p> <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 latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b></p> <p><b>Republic of South Africa</b></p> <p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
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## 12 Data for secondary Option clauses

### X1 Price adjustment for inflation

X1.1	<p>The index is</p> <p>The staff rates are</p> <p>{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>	CPI
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### X2 Changes in the law

X2.1	The law of the project is	Republic of South Africa
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### X3 Multiple currencies

X3.1	<p>The Employer will pay for these items or activities in the currencies stated</p> <p>[•] [•] [•]</p>	<p><b>Items &amp; activities</b></p> <p>[•] [•] [•]</p>	<p><b>Other currency</b></p> <p>[•] [•] [•]</p>	<p><b>Maximum payment in other currency</b></p> <p>[•] [•] [•]</p>	
X3.1	<p>The exchange rates are those published in</p> <p>[•]on [•] (date)</p>	<p><b>The items &amp; activities will be paid in the other currency</b></p> <p>- to a foreign Bank account nominated by the Consultant</p> <p>- to a valid SARB approved CFC account in South Africa</p> <p>- in accordance with an alternative payment method agreed with the Employer before the Contract Date.</p> <p>(select one of the three methods as agreed with successful tenderer and delete the others and this note)</p>			
X4	<p><b>Parent company guarantee</b></p>	<p><b>There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.</b></p>			

<b>X5</b>	<b>Sectional Completion</b>		
X5.1	The <i>completion date</i> for each <i>section</i> of the services is:	<i>section</i>	<i>description</i>
		1	[•]
		2	[•]
		3	[•]
<b>X5 &amp; X6</b>	<b>Sectional Completion and bonus for early Completion used together</b>		
X6.1 X5.1	The bonuses for early Completion of each <i>section</i> of the services are:	<i>section</i>	<i>description</i>
		1	[•]
		2	[•]
		3	[•]
	Remainder of the services		R[•]
<b>X5 &amp; X7</b>	<b>Sectional Completion and delay damages used together</b>		
X7.1 X5.1	Delay damages for late Completion of each <i>section</i> of the services are:	<i>section</i>	<i>description</i>
		1	Course cancelled 6 working days before the start date
	Remainder of the services		R500
			N/A
<b>X6</b>	<b>Bonus for early Completion</b>		
X6.1	The bonus for early Completion of the whole of the services is	N/A	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for late Completion of the whole of the services are	R500 per day	
<b>X8</b>	<b>Collateral warranty agreements</b>		
X8.1	The <i>collateral warranty agreements</i> are:	<i>agreement reference</i>	<i>third party</i>
		[•]	[•]
<b>X9</b>	<b>Transfer of rights</b>	There is no reference to Contract Data in this Option and terms in <i>italics</i> used in this Option are identified elsewhere in this Contract Data.	
<b>X10</b>	<b>The Employer's Agent</b>		
X10.1	The <i>Employer's Agent</i> is		

	Name:	<b>Thembi Madlophe</b>
	Address	<b>1 Dale Road, EAL Halfway House, Midrand</b>
	The authority of the <i>Employer's Agent</i> is	<b>To carry out all the actions of Employer in this contract</b>
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.</b>
<b>X12</b>	<b>Partnering</b>	<b>N/A</b>
X12.1	The <i>Client</i> is (Name)	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
X12.1(4) )	The Partnering Information is in	[•]
X12.2(1) )	The <i>Client's</i> objective is.	[•]
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>R[•].</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.00 (Zero Rand)</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The total of the Prices</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services/task order.</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 also applies)</b>	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	[•]
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>[•] months</b>
<b>Z</b>	<b>The Additional conditions of contract are</b>	<b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

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

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and

delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

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

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

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

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

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

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

**Z7 Notifying compensation events**

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

**Z8 Employer's limitation of liability**

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

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

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

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

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

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

## Z11 Ethics

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 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	For the period
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	cover	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 services	N/A	N/A
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><b><u>Loss of or damage to property:</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	N/A
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	N/A

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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of

asbestos and asbestos containing material, equipment and articles.

**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)<sup>2</sup> 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.

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<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or [www.ecs.co.za](http://www.ecs.co.za)

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:		
Only if required		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .</b>	
11.2(3)	The <i>completion date</i> for the whole of the services is	<b>31 October 2028</b>	
11.2(10)	The following matters will be included in the Risk Register	<b>N/A</b>	
11.2(13)	The <i>staff rates</i> are:  <b>Either complete here or cross refer to a schedule in Part C2.2</b>	<b>Rate based</b>	<b>rate</b>
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>  1 <b>N/A</b>	<b>access date</b>

31.1	The programme identified in the Contract Data is		
50.3	The expenses stated by the <i>Consultant</i> are	<b>item</b>	<b>amount</b>
<b>A</b>	<b>Priced contract with activity schedule</b>		
11.2(14)	The <i>activity schedule</i> is in	<b>C2.2</b>	
11.2(18)	The tendered total of the Prices is	<b>Rates based contract</b>	
<b>C</b>	<b>Target contract</b>		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	<b>R</b>	<b>(in figures)</b> <b>(in words), excluding VAT</b>
<b>G</b>	<b>Term contract</b>		
11.2(25)	The <i>task schedule</i> is in		

## PART 2: PRICING DATA

### PSC3 Option G

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

## C2.1 Pricing assumptions: Option A

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

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

Option A is a lump sum form of contract where the work to be done is broken down into well-defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(18)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(15)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(14)).

### 2. 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:

- 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.

### 3. The function of the Task Schedule

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

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

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

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 or include VAT.

### 1. The *staff rates* are:N/A

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT

### 2. The *expenses* are:N/A

No.	Expense item	Amount / rate excluding VAT

### 3. The task schedule

No.	Courses	Subject Duration	Number of people to be trained over 3 years	Estimated course price/person	Estimated cost/Subject
1.	Yellow Belt	5 Days	16	R5,000	R80,000
2.	Green Belt	<b>Training programme:</b> <ul style="list-style-type: none"> <li>• 80 hrs of course work</li> <li>• 45 hrs of online support classes</li> <li>• 6 months access to training</li> <li>• Completion in 1-3 months</li> </ul> <b>Post training support:</b>	12	R30,000	R750,000

		<ul style="list-style-type: none"> <li>• 6 months access to training</li> <li>• Support and coaching</li> </ul>			<b>R 1,800,000</b>
3.	Black belt	<p><b>Training programme:</b></p> <ul style="list-style-type: none"> <li>• 160 hrs of course work</li> <li>• 90 hrs of online support classes</li> <li>• 12 months access to training</li> <li>• Completion in 3-6 months</li> </ul> <p><b>Post training support:</b></p> <ul style="list-style-type: none"> <li>• 12 months access to training</li> <li>• Support and coaching</li> </ul>	3	R55,000	R165,000
			3	R20 000 (per person per month times six months)	R 720,000
	<b>Total cost estimate</b>		<b>31</b>		<b>R 2,765,000</b>

## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SCOPE

### Description of the services

#### Executive overview

Provision of Lean Six Sigma Training accredited by an international body (APGM) for the duration of 1 year. The training should be provided online and where necessary the service provider's premises if required.

No.	Courses	Subject Duration	Number of people to be trained over 3 years	Estimated course price/person	Estimated cost/Subject
1.	Yellow Belt	5 Days	16	R5,000	R80,000
2.	Green Belt	<p><b>Training Programme:</b></p> <ul style="list-style-type: none"> <li>• 80 hrs of course work</li> <li>• 45 hrs of online support classes</li> <li>• 6 months access to training</li> <li>• Completion in 1-3 months</li> </ul> <p><b>Post training support:</b></p> <ul style="list-style-type: none"> <li>• 6 months access to training</li> <li>• Support and coaching</li> </ul>	12	R30,000  R20,000 (per person per month times six months)	R360,000  R1,440,000 <b>R 1,800,000</b>
3.	Black belt	<p><b>Training Programme:</b></p> <ul style="list-style-type: none"> <li>• 160 hrs of course work</li> <li>• 90 hrs of online support classes</li> </ul>	3	R55,000	R165,000

		<ul style="list-style-type: none"> <li>• 12 months access to training</li> <li>• Completion in 3-6 months</li> </ul> <p><b>Post training support:</b></p> <ul style="list-style-type: none"> <li>• 12 months access to training</li> <li>• Support and coaching</li> </ul>	3	R20,000 (per person per month times six months)	R720,000
	<b>Total cost estimate</b>		31		<b>R2,765,000</b>

- **Lean Six Sigma training**

The service provider must deliver the following in terms of Lean Six Sigma training:

- 1) **Basic Problem Solving**
  - **Problem Scoping**
    - Macro Maps
    - SIPOC
    - Pareto Analysis
  - **Root Cause Analysis**
    - Waste Identification
    - Affinity Diagram
    - Fishbone Diagram
    - 5Y's
  - **Solution Generation**
    - Affinity Diagram
    - Fishbone Diagram
    - FMEA
  - **Solution Evaluation**
    - Metrics Management
    - Visual Management

## 2) Lean Six Sigma training content

Yellow Belt	Green Belt	Black Belt
<ul style="list-style-type: none"> <li>○ <b>Introduction to Lean Six Sigma methodologies (DMAIC)</b></li> <li>○ <b>Global Concepts</b> <ul style="list-style-type: none"> <li>▪ Breakthrough Vision</li> <li>▪ Business Principles</li> <li>▪ Process Management</li> <li>▪ Installation Guidelines</li> <li>▪ Application Projects</li> </ul> </li> <li>○ <b>General Practices</b> <ul style="list-style-type: none"> <li>▪ Value Focus</li> <li>▪ Lean Practices</li> <li>▪ Quality Tools</li> <li>▪ Basic Statistics</li> <li>▪ Continuous Capability</li> <li>▪ Discrete Capability</li> </ul> </li> <li>○ <b>Technical Practices</b> <ul style="list-style-type: none"> <li>▪ Control Methods</li> <li>▪ Simulation Project</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Comprehensive training in Lean Six Sigma's DMAIC process.</b></li> <li>○ <b>Global Concepts</b> <ul style="list-style-type: none"> <li>▪ Training Orientation</li> <li>▪ Breakthrough Vision</li> <li>▪ Business Principles</li> <li>▪ Process Management</li> <li>▪ Installation Guidelines</li> <li>▪ Application Projects</li> <li>▪ Change Management</li> </ul> </li> <li>○ <b>General Practices</b> <ul style="list-style-type: none"> <li>▪ Value Focus</li> <li>▪ Lean Practices</li> <li>▪ Quality Tools</li> <li>▪ Basic Statistics</li> <li>▪ Continuous Capability</li> <li>▪ Discrete Capability</li> </ul> </li> <li>○ <b>Technical Practices</b> <ul style="list-style-type: none"> <li>▪ Hypothesis Testing</li> <li>▪ Confidence Intervals</li> <li>▪ Control Methods</li> <li>▪ Parametric Methods</li> <li>▪ Experimental Methods</li> <li>▪ Measurement Analysis</li> <li>▪ Statistical Analysis</li> <li>▪ Digital Training Project</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Advanced statistical analysis, process capability analysis, and regression analysis.</b></li> <li>○ <b>Global Concepts</b> <ul style="list-style-type: none"> <li>▪ Training Orientation</li> <li>▪ Breakthrough Vision</li> <li>▪ Business Principles</li> <li>▪ Process Management</li> <li>▪ Installation Guidelines</li> <li>▪ Application Projects</li> <li>▪ Project Leadership</li> <li>▪ Change Management</li> </ul> </li> <li>○ <b>General Practices</b> <ul style="list-style-type: none"> <li>▪ Value Focus</li> <li>▪ Lean Practices</li> <li>▪ Quality Tools</li> <li>▪ Basic Statistics</li> <li>▪ Continuous Capability</li> <li>▪ Discrete Capability</li> </ul> </li> <li>○ <b>Technical Practices</b> <ul style="list-style-type: none"> <li>▪ Hypothesis Testing</li> <li>▪ Confidence Intervals</li> <li>▪ Control Methods</li> <li>▪ Parametric Methods</li> <li>▪ Chi-Square Methods</li> <li>▪ Survey Methods</li> <li>▪ Non-Parametric Methods</li> <li>▪ Experimental Methods</li> <li>▪ Design for Six Sigma Methods</li> <li>▪ Measurement Analysis</li> <li>▪ Digital Training Project</li> </ul> </li> </ul>

### 2.1 Expectations: Skilled Yellow Belt

- Increase business profits by decreasing costs and improving throughput and efficiency
- Support a Continuous Improvement Culture as a team member
- Solve less complex problems in the organization.
- Deliver step-changes in Customer satisfaction levels

#### Key outcomes:

- Explain the Lean Six Sigma and DMAIC methodology

- Determine the Voice of your Customer (VOC) and create a customer journey map
- Translate the VOC to Critical to Quality measures (CTQ)
- Define problem statements
- Design and develop process maps
- Prepare graphical analysis data (limited)
- Apply problem solving methods to business issues
- Evaluate risk of solutions and develop control plans to sustain improvements

## **2.2 Expectations: Skilled Green Belt**

- Increase business profits by decreasing costs and improving throughput and efficiency
- Create a Continuous Improvement Culture
- Solve more complex problems in the organization at business function level
- Develop people to become capable problem solvers
- Deliver step-changes in Customer satisfaction levels

### **Key Outcomes:**

- Identify, scope and motivate for Lean Six Sigma projects
- Apply the DMAIC methodology (Define, Measure Analyse, Improve and Control) to deliver complex improvement projects successfully
- Determine the Voice of your Customer (VOC)
- Translate the VOC to Critical to Quality measures (CTQ)
- Use structured tools for Root Cause Analysis (RCA), including both statistical and non-statistical tools
- Apply statistical analysis to complex data sets, to quantify process capabilities, demonstrate relationships between variables, identify root causes and select optimal solutions
- Use structured methods to design and implement process improvements
- Apply effective monitoring tools and statistical analysis to quantify the impact of implemented solutions
- Implement controls to sustain gains
- Navigate statistical analysis software (SigmaXL or Minitab) for rapid analysis of complex data sets
- Apply skills in project management, process management, Lean, statistical analysis, change management, and team dynamics
- Fulfil your role in leading functional or cross-functional projects, overseeing Green Belt projects, and collaborating to deliver large-scale Lean Six Sigma deployment
- Evaluate, close out and handover projects effectively to process owners

## **2.3 Expectations: Skilled Black Belt**

- Increase business profits by decreasing costs and improving throughput and efficiency
- Create a Continuous Improvement Culture
- Solve more complex problems in the organisation at enterprise level
- Develop people to become capable problem solvers
- Deliver step-changes in Customer satisfaction levels

### **Key Outcomes:**

- Identify, scope and motivate for Lean Six Sigma projects
- Apply the DMAIC methodology (Define, Measure Analyse, Improve and Control) to deliver complex improvement projects successfully
- Determine the Voice of your Customer (VOC)
- Translate the VOC to Critical to Quality measures (CTQ)

- Use structured tools for Root Cause Analysis (RCA), including both statistical and non-statistical tools
- Apply statistical analysis to complex data sets, to quantify process capabilities, demonstrate relationships between variables, identify root causes and select optimal solutions
- Use structured methods to design and implement process improvements
- Apply effective monitoring tools and statistical analysis to quantify the impact of implemented solutions
- Implement controls to sustain gains
- Navigate statistical analysis software (SigmaXL or Minitab) for rapid analysis of complex data sets
- Apply skills in project management, process management, Lean, statistical analysis, change management, and team dynamics
- Fulfil your role in leading functional or cross-functional projects, overseeing Green Belt projects, and collaborating to deliver large-scale Lean Six Sigma deployment
- Evaluate, close out and handover projects effectively to process owners

## 2. Materials and/or facilities

### ***Eskom the Employer, will provide:***

1. Access to facilities as and when required.

### **Control of documented Information**

### **Control of Changes on the Training material:**

1. Where Eskom Training Material is provided (Learner Guide, Power Point Presentations and Assessment Guide), Eskom will do high level on-boarding for the Service Provider's key Facilitators, but the onus is on the Service Provider to do continuous on boarding to the rest of their Facilitators.
2. The Service Provider must version control (Initial Training material creation date, reference number and revision status) their training material and where there has been changes to the training material content, they must present those to the ESKOM Project Manager for approval (review for suitability and adequacy) before using that material for training.

### **Training Delivery:**

1. Eskom will require Suppliers to use other training delivery methodologies different from classroom training as per the EAL Learning strategy where necessary.
2. Service Providers will be required to use other South African official languages other than English where there is a need.

### **Quality Assurance on training material:**

1. Training material supplied by Eskom to the Service Provider will be quality assured by the EAL QA Committee or similar process, if required.
2. The tender enquiry and the contract must have a clause stating how Eskom will evaluate if the service provider is indeed providing in line with the contracted criteria. This may include requiring all facilitators to subject themselves to an evaluation panel and stating that SMEs or

other suitably competent evaluators may on a random basis sit in during courses.

3. If the training material is required in the EAL format/template, EAL will avail the templates to the tenderers with the issuing of the tender enquiry. State if a Course Design and Development document, Learner Guide, Facilitator Guide, Assessment Guide, Power point Presentation are required.
4. Where the amendments were required during the technical evaluation on the Courses and training material, these changes must be submitted to Eskom Project Manager at least 21 days before the first training event is delivered for Eskom to review and approve.
5. EAL (Eskom Academy of Learning) will reserve the right to evaluate and assess the training facilitators and course material content and to come unannounced to the training sessions for spot checks as part of quality assurance and control.
6. EAL will request the service providers to make the required changes to the course content or change the facilitator as may be recommended by the quality assurance assessments.
7. As part of the SDP's quality assurance function, Service Delivery Provider shall present learner feedback analysis report to the Project Manager (EAL) post training indicating low lights, highlights and challenges (issues that were raised during training, but the Facilitator could not respond to adequately to be referred to Eskom SME through the EAL)
8. As part of QA and Performance evaluation, Service Provider will be expected to submit copies of Supplier Learner Feedback forms at the request of the Project Manager to evaluate compliance to the scope of work.

**Learner Assessment and Competency Certificates:**

1. Learners must be assessed upon completion of training according to the outlined outcomes and be given completion certificates upon successful completion of the training.
2. If there are assignments, these need to be compiled and marked. The service provider must make provision for moderation as well.
3. Certificates must be issued within 30 days after completion of the Training

**Training Providers will not be allowed to sub-contract the training delivery and can use free lancing Facilitators with related qualifications and experience to deliver the training.**

4. All training material, registration documentation, assessment tools, approved facilitators qualifications to be submitted during the pre-tender phase (electronically – on hard copies and USB flash drive).

**CPD points:**

All training must carry CPD points where applicable or required.

**Travelling & Subsistence Expenses**

**Costs for delivering training at various sites in relation to travelling, accommodation, flight tickets, and toll gate fees:**

1. Travelling & subsistence expenses should be part of the training delivery costs which Eskom will re-imburse post each training delivery and during invoicing with the expectation that the service provider(s) should be able to provide training in any of the various Eskom training delivery sites.
2. The travelling & subsistence expenses will be on the account of Eskom and should be in line with Eskom travelling policy and should be reflected on the Suppliers invoice.

**Materials, Time and/or facilities**

1. Eskom the Employer will give access to training facilities as and when required.
2. Eskom Academy of Learning will provide training venues/site, projector, flip charts, markers, pens, and the minimum number of target audience unless negotiated differently.
3. Eskom will provide a safe learning environment for both the learners and Facilitators.
4. The safety of learners is the facilitator's responsibility for the duration of the intervention.

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

1. Provide good quality learners training manuals (not presentation slides) and supporting materials.
2. Provide copies of the relevant Acts when doing legislation-based training such as Occupational Health and Safety Act and Regulations and copies of the appropriate management system standards, e.g., ISO 45001.
3. Have the ability to deliver training via Microsoft TEAMS (where classroom training is not possible) and at various EAL training sites during the normal Eskom business hours.
4. Quote per person per course and not per number of trainings sessions.
5. Provide a laptop for the Facilitator and Eskom will provide computers to its employees attending training where the training is delivered through MS Teams or e-learning platform.
6. Comply to Eskom's quality assurance audits, inspections, and Non-Conformance process where there are complaints and non-compliance issues.
7. Comply to all Eskom site specific SHEQ requirements including providing for free lancing Facilitator's injury on duty cover as per COID Act requirements.

In addition to the above if applicable,

**You are requested to provide the technical criteria with weightings in percentage for your goods or services as this is a requirement in terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).**

**Note: The criteria for evaluation, the weightings of each criterion and applicable sub-criteria must be stated clearly and without ambiguity**

Tenders or offers above R30 000, will be evaluated strictly according to the 80/20 or 90/10 principle

depending on the value of the order or contract.

### Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Scope easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals

### Specification and description of the services

The content of this section is the meat of the scope of work and will depend on the nature of the *services* required. The *Consultant* may be appointed for a wide range of duties. The range is almost limitless but would typically include:

- Provide services of an advisory or specialist nature.
- Conduct training on an ad hoc basis.
- Manage a service or facility on behalf of the *Employer*.
- Develop a software application and then implement it throughout the *Employer's* organisation.
- Act as the architect for the design and supervision of a new building.
- Act as the engineer for the design of a new project or structure.
- Act as a cost engineer or quantity surveyor on a project.
- Act as the *Project Manager* in terms of an ECC contract or as a project manager for a total project.
- Act as the *Supervisor* in terms of an ECC contract.

Professional services contracts are by nature specialised and it would be impractical to prescribe formats here to cover such a wide range of duties as those listed above.

For engineering and construction services, document compilers are advised to consult a paper issued by CIDB entitled, “*A generic scope of work for services relating to construction works. 18 October 2006*”. This paper identifies a generic format as well as giving guideline scope of services for the appointment of members of the various statutory councils operating in South Africa such as ECSA, SACQSP, SACAP and SACPCMP.

The Construction Industry Council (UK) has developed a generic approach suitable for the appointment of most professional disciplines in the engineering and construction sector. This requires the Scope to be compiled for stages of the services associated with a project and is described on pages 1 and 3 of the above referenced paper. If this approach were to be followed, this section could be developed as follows:

### Stage 1 Preparation

N/A

### Stage 2 Concept

N/A

### Stage 3: Design development

N/A

### Stage 4: Production information

N/A

### Stage 5: Manufacture, Installation and Construction Information:

N/A

### Stage 6: Post Practical Completion

N/A

## 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 proactively 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	When Necessary	<b>MS Teams</b>	<i>Employer's Agent, end user and Consultant</i>
Overall contract progress and feedback	Quarterly	<b>MS Teams</b>	<i>Employer's Agent, Consultant and</i>

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

Communication by email, task instruction and Purchase order form.

### Retention of documents

Purchase order document, course attendance register and assessment document.

## Records and forecasting of expenses

N/A

## Records and forecasting of the Time Charge

N/A

## 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 Holdings SOC Ltd, Megawatt Park, no 2 Maxwell Drive, Sunninghill** 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)

### Electronic submission of invoices via e-mail:

#### Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.

- **Only one PDF file per email. (one invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though you have e-mailed those invoices (**Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below.**)
- Please ensure that you comply with the tax Requirement for submitting invoices electronically.

### **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 to 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. As a learner guide during the training, study material in preparation for examination and referral purpose after the training

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

N/A

### **Health and safety**

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

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

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

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

## Procurement

### BBBEE and preferencing scheme

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

### Other constraints

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

### Preferred subconsultants

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

### Subcontract documentation, and assessment of subcontract tenders

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

### Limitations on subcontracting

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

### Attendance on Subconsultants

N/A

### **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***

N/A

### **Cataloguing requirements by the *Consultant***

N/A