PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SCOPE

Contents

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1 Description of the *services*

1.1 Executive overview

The provision of Employee Assistance Programme (EAP) services for Eskom employees and their immediate family members for a period of 5 years.

1.2 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
EAP	Employee Assistance Programme

2 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:

2.1 Stage 1 Preparation

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

The Employer seeks to appoint an Employee Assistance Programme (EAP) service provider capable of delivering a strategic, integrated, and outcomes-driven programme that supports employee wellbeing, organisational resilience, and sustainable workforce performance. The business need arises from the requirement to proactively manage psychosocial risk, enhance employee functional capacity, support leadership in managing people-related challenges, and ensure business continuity within a complex and high-risk operating environment. The objective of the services is to provide accessible, confidential, and professionally governed early intervention, counselling, managerial consultation, and crisis and trauma support that mitigates absenteeism, presenteeism, performance decline, and workplace conflict, while aligning with legislative, occupational health and safety, and governance requirements. The services will be considered acceptable where the provider demonstrates sufficient professional capability and capacity, national coverage and scalability, ethical and clinical governance, timely and responsive service delivery, seamless integration with internal health and human capital systems, and the ability to provide meaningful, anonymised management information that informs proactive decision-making. The Employer's priorities include risk and safety alignment, early intervention, consistency and quality of service, strong managerial support, confidentiality and trust, and rapid operational responsiveness, while its aspiration is to establish an EAP that functions as a strategic organisational asset, contributes measurably to workforce resilience and performance, supports a psychologically safe and inclusive workplace culture, and reflects best practice in governance-aligned employee wellbeing service delivery.

2.2 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

The initial design phase will translate Eskom's strategic intent for the Psychosocial Employee Assistance Programme (EAP) into a detailed, implementable service model. This phase will establish a comprehensive brief that defines the scope of services, scale of delivery, service form, governance arrangements, and budget framework required to support Eskom employees, executives, learners, apprentices, graduates-in-training, immediate family members, and contractors affected by critical incidents.
The detailed brief will confirm the full scope of services, including confidential counselling (personal, family, financial, legal, career and retirement), trauma defusing and critical incident debriefing, conflict mediation, managerial and supervisory consultancy, preventative wellness initiatives, capacity-building and training interventions, and strategic advisory services. Service standards will be defined, including access requirements (24/7/365 toll-free line, virtual platforms, and face-to-face counselling), response timeframes, minimum session allocations, escalation protocols, and confidentiality and governance requirements in line with POPIA and professional ethical standards.
The scale of the programme will be determined based on Eskom's workforce profile, geographic footprint, operational risk exposure, and utilisation trends, ensuring adequate national coverage, surge capacity for critical incidents, and responsiveness to high-demand environments. The service form will define the delivery model, including the integration of external service providers with Eskom's internal EAP Advisors, Wellness Managers, and Wellness Officers, as well as the mix of on-site, telephonic, and virtual services required to ensure equitable access across all divisions.
The budget framework will identify cost drivers and resource requirements, including professional staffing, infrastructure, training and capacity-building activities, preventative programmes, reporting, and critical incident response. Budget assumptions will be aligned to service volumes, service levels, and sustainability considerations to ensure value for money while maintaining clinical quality and operational effectiveness.
This phase will culminate in a Concept Report that documents the proposed Psychosocial EAP service model, scope and scale of delivery, service architecture, governance and reporting structures, resource and budget framework, implementation approach, key assumptions, and risks. The Concept Report will serve as the basis for Eskom's approval, contract finalisation, and full implementation of the EAP services.

2.3 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.

Following approval of the Concept Report, the Consultant will undertake the detailed design development of the Psychosocial Employee Assistance Programme to fully define the service form, character, functionality, governance arrangements, and detailed cost plan. This phase will translate the approved concept into a comprehensive and operationally ready service design, specifying service workflows, access pathways, response protocols, escalation and referral mechanisms, integration with Eskom's internal EAP and wellness structures, and quality assurance and clinical governance frameworks.
The design development will include confirmation of service capacity and resource allocation, geographic coverage, staffing and professional competency requirements, training and capacity-building schedules, preventative programme plans, reporting structures, and performance measures. A detailed cost plan will be developed, reflecting service volumes, service levels, staffing models, critical incident response capacity, training delivery, technology platforms, and reporting requirements, ensuring alignment with Eskom's budgetary and value-for-money principles.
The outcome of this phase will be a Design Report that documents the detailed service design, operating model, cost framework, implementation sequencing, risks, and controls. The Design Report will be reviewed for conformity with the approved Concept Report, Eskom's strategic objectives, governance and legislative requirements, and the Employer's operational needs, and will form the basis for final approval prior to contract execution and service implementation.

2.4 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.

All service components, systems, and resources will be fully defined in terms of performance requirements, service standards, capacity, geographic coverage, access channels, response times, escalation protocols, confidentiality controls, and quality assurance mechanisms.
The production information will specify the final service architecture, including counselling modalities (telephonic, virtual, and face-to-face), critical incident and trauma response arrangements, managerial and supervisory support processes, preventative programmes, training and capacity-building schedules, reporting frameworks, and integration with Eskom's internal EAP, wellness, and human capital systems. Staffing models, professional competencies, provider networks, technology platforms, data management processes, and POPIA-compliant information security controls will be detailed.
This stage will also confirm final sizing and positioning of resources to ensure adequate national coverage, surge capacity for critical incidents, and responsiveness to Eskom's operational requirements. The output of this phase will be a complete set of production information, including service specifications, performance indicators, implementation manuals, and installation and mobilisation documentation, enabling seamless transition to contract execution, service rollout, and ongoing programme delivery.

2.5 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

It specifies how counselling, trauma support, managerial advisory services, capacity-building initiatives, preventative wellness programmes, reporting systems, and integration with internal wellness structures will be deployed and delivered across Eskom's workforce and contractor population.
The service provider will be required to produce detailed implementation plans, operational protocols, resource deployment schedules, staffing allocations, technology and platform setup instructions, and quality assurance procedures. These documents will enable seamless operationalisation of the EAP, ensuring that services are delivered in line with the approved design, Concept Report, and Design Report requirements.

Additionally, the Consultant will review any operational or service delivery information prepared by third parties (e.g., internal teams, external contractors, or technology providers) for conformity with the approved design intent, Eskom's governance, and operational standards. This review ensures that all components of the programme are implemented consistently, efficiently, and in full compliance with Eskom's requirements, prior to and during the rollout of the services.

2.6 Stage 6: Post Practical Completion

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

Following the full rollout of the Psychosocial Employee Assistance Programme (EAP), this phase focuses on resolving any outstanding issues, addressing feedback from users, and ensuring that all operational components function as intended. The service provider, in collaboration with internal EAP Advisors, Wellness Managers, and Human Capital practitioners, will assist employees, managers, and other stakeholders in familiarising themselves with the programme's design, access channels, service workflows, and reporting tools.
Activities in this phase include confirming service readiness, monitoring early utilisation trends, addressing implementation gaps, providing refresher training or guidance where required, and ensuring adherence to governance, confidentiality, and performance standards. The objective is to ensure smooth adoption, operational stability, and optimal utilisation of the EAP, enabling Eskom employees and contractors to fully benefit from the services while reinforcing organisational resilience and workforce wellbeing.

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The provision of Employee Assistance Programme (EAP) services for Eskom employees and their immediate families.

Counselling Services:

Provision of a comprehensive clinical counselling service covering the full spectrum of emotional, psychological, and behavioural challenges. This includes:

- **Financial wellbeing:** Budgeting, financial coaching and planning, wills and estate planning, debt management, savings, and investments.
- **Legal advice:** General legal guidance relevant to personal and family matters.
- **Career and retirement:** Pre-retirement advice and planning, vocational guidance.
- **Personal issues:** Marital, bereavement, relationship, workplace stress, addictive behaviours, gender-based violence, gender identity challenges**.**
- **Child & family support:** Parenting guidance, disability care, special needs placement, access to educational and community resources, preschool programmes, residential facilities, and coping strategies for families living with someone with an addiction.
- Mental health
- Human Capital/ organisational

- **Access channels:**
  - A professional toll-free support line available 24/7/365 for telephonic counselling, advice, and psychosocial information.
  - Virtual platforms for remote counselling and wellbeing support.
  - Face-to-face counselling sessions: A maximum of 8 sessions per issue, located close to the employee's residence or place of work. The first session must occur within 24 hours of initial contact.

Trauma Defusing and Debriefing Management

- Provision of trauma and critical incident response services, including defusing, debriefing, and ongoing counselling for affected employees and their immediate families.
- Availability of on-site support when required to mitigate the impact of workplace incidents and ensure timely psychological care.

- The service provider must ensure 24-48hour response on site to critical incidents (management of trauma incidents and crisis for example fatality and death of employees) Contractors on site will be included in the session.

Managerial and Supervisory Support

- Managerial consultancy to support leaders in handling employees with psychosocial and behavioural challenges that impact performance.
- Provision of formal referral processes, advice, and ongoing support to managers and supervisors.
- Delivery of four training sessions annually to managers and supervisors, equipping them with skills to identify, support, and manage employees facing psychosocial and mental health challenges.
- Formal/ assisted referral for psychosocial services
- Provide interpersonal/ communication skills/ advice
- Provide 1-1 or group training virtual 1 week response face to face 2-week response time.

Conflict Mediation

- Trained EAP practitioners to facilitate confidential conflict mediation sessions, promoting mutual understanding, resolution, and follow-up support.
- Mediation may involve individual or joint sessions, with outcomes documented only with employee consent.
- Provide 1 on 1 sessions and group interventions.

Preventative Programmes and Awareness

The Service Provider shall develop and implement **preventative wellness initiatives** that promote employee wellbeing, resilience, and a psychologically safe work environment. These initiatives shall include, but are not limited to:

- **Wellness campaigns and interventions** addressing key areas such as **mental health, resilience, work–life balance, absenteeism, addictive behaviours, conflict management, gender-based violence (GBV), and neurodiversity**.
- **Targeted training and workshops** aligned with organisational trends, divisional needs, and emerging psychosocial issues.

The Service Provider shall:

- **Participation in Organisational Wellness Initiatives**
  - Actively participate in **planned wellness initiatives and events** throughout the organisation.
  - Facilitate a minimum of **four (4) sessions per cluster, power station, or region** annually, ensuring equitable access to all employees.
- **Active Marketing and Promotion**
  - Promote EAP services proactively during wellness campaigns, events, and onsite activities.
  - Ensure that wellness initiatives **increase awareness, utilisation, and engagement** with EAP services across the organisation.
- **Integration and Reporting**
  - Collaborate with internal wellness teams, HR, and occupational health units to ensure **alignment with organisational priorities**.
  - Provide **feedback, outcomes, and recommendations** for continuous improvement of wellness programmes.

Training and Capacity Building

Accredited CPD Training

- Deliver **quarterly accredited Continuing Professional Development (CPD) training sessions**, at a frequency of **one session per month**, totalling **ten (10) sessions annually**.
- Training shall target **Eskom Health and Wellness professionals** and cover areas relevant to psychosocial support, mental health, organisational wellbeing, and professional development.

Debriefing Sessions

- Facilitate **quarterly debriefing sessions (four per year)** for the Health and Wellness fraternity, providing guidance, support, and strategies to maintain **resilience and manage secondary trauma** associated with providing psychosocial services.

Topic-Specific Talks

- Conduct a minimum of **120 topic-specific talks annually**, distributed across all divisions.
- Topics shall be requested by Eskom medical practitioners and cover **psychosocial, mental health, and various wellness themes** relevant to employee wellbeing, organisational resilience, and workforce performance.

Delivery Standards

- All training and capacity-building interventions shall be delivered **professionally, in line with ethical standards and best practice**, and adapted to the operational context and specific needs of Eskom employees.
- Sessions may be delivered **onsite, virtually, or in a hybrid format**, as agreed with the Employer.

Integration and Reporting

- The Service Provider shall provide **attendance records, evaluation feedback, and training outcomes reports** for all sessions to facilitate continuous improvement and alignment with organisational priorities.

Marketing and Communication Services

The Service Provider shall develop and implement a **comprehensive marketing and communication strategy** to promote the Employee Assistance Programme (EAP) and ensure high visibility, awareness, and utilisation of services. The marketing and communication requirements shall include, but are not limited to, the following:

- **Onsite Marketing**
  - Quarterly onsite marketing engagements at each **cluster and power station** to raise awareness of EAP services.
  - Engagements shall include **interactive sessions, presentations, and distribution of promotional material** to employees.

- **Promotional Materials**
  - The Service Provider shall provide **promotional items** to support EAP awareness campaigns.
  - Development and distribution of **monthly online desk communications**, **newsletters**, **infographics**, and **webinars**, aligned with the **annual health calendar** or on an **ad hoc basis** as requested by the Employer.
  - Annually, the Service Provider shall provide marketing materials including **posters, brochures, and infographics**, suitable for display across sites and internal communication channels.
- **Content and Branding**
  - All marketing materials shall be **professionally designed, accurate, and aligned with the Employer's branding guidelines**.

Materials shall be accessible in formats that support diverse employee needs, including multiple languages where appropriate **Key Account Management**

The Service Provider shall implement a **structured key account management framework** to ensure effective coordination, monitoring, and responsiveness of EAP services at national, regional, and site levels. The requirements include:

- **Quarterly Key Account Meetings**
  - Quarterly meetings with **key account managers**, **internal EAP advisors**, and the **Wellness Manager** to review service delivery, utilisation trends, emerging risks, and continuous improvement opportunities.
- **National and Regional Coverage**
  - Provision of **national account management**, supported by **20 regional/provincial managers** to oversee service delivery, escalation, and quality assurance.
  - Appointment of **regional account managers** to address **service delivery issues regionally, provincially, and divisionally**, ensuring timely intervention, coordination, and integration with the Employer's internal wellness and human capital structures.
- **Reporting and Escalation**

- Key account managers shall provide **regular updates and reports** on service utilisation, operational challenges, and employee feedback.
- The Service Provider shall maintain **clear escalation protocols** to address service gaps or concerns at all levels of the organisation.

Strategic Advisory Services: Regular reporting and advisory input to Exco, HR, and leadership on psychosocial trends, executive wellbeing, and organisational health risks.

The Consultant shall provide **onsite psychosocial support services** at **fifteen (15) Employer-designated sites** for a minimum of **four (4) hours per site per week**, unless otherwise agreed in writing by the Employer.

The service provider must conduct a professional assessment and refer to an affiliate with 24 hours on the initial call for duration the contract (24/7/365) with the following:

- **Language accessibility**, including service availability in all **eleven (11) official languages of the Republic of South Africa**, as well as **South African Sign Language**, either directly or through accredited affiliates.

- **Professional competence**, with services delivered by **appropriately qualified and professionally registered counsellors**, including, where clinically indicated, **clinical psychologists and social workers**, in accordance with applicable statutory and professional body requirements.

- **Case identification and continuity**, whereby a **unique reference number** is issued to the employee at the initial contact to enable follow-up, continuity of care, and service monitoring.

- **Structured counselling provision**, consisting of up to **eight (8) counselling sessions per presenting case**, delivered at the Service Provider's consulting rooms, at Employer sites (where applicable), or virtually, on a scheduled appointment basis.

- **Digital access platforms**, including the availability of a **WhatsApp channel and a secure mobile application platform** to facilitate employee engagement, access to services, and ongoing communication.

All services shall be delivered in a manner that ensures **confidentiality, ethical compliance, clinical governance, and responsiveness**, while supporting early intervention, continuity of care, and effective integration with the Employer's wellbeing framework.

Call Centre Services

The Service Provider shall provide a **fully operational call centre** to support the Employee Assistance Programme (EAP) and ensure accessible, responsive, and confidential services for all employees. The call centre shall meet the following minimum requirements:

- **Infrastructure and Capacity**
  - Established call centre infrastructure or virtual system with sufficient capacity to manage the anticipated call volume.
  - SMS, WhatsApp, and "Please Call Me" facilities to enable employees to initiate contact through multiple channels.
- **Accessibility and Availability**
  - A **toll-free telephone service** available **24 hours a day, seven days a week, three hundred and sixty-five days per year**, accessible from both landlines and cellular phones.
  - A **voice message facility** with guaranteed **call-back** to ensure that all employee contacts are responded to promptly.
- **Professional Standards**
  - All call centre staff shall be appropriately trained and qualified to provide **confidential, ethical, and professional guidance**, triage services, and referral to affiliated professionals where necessary.

Affiliate Network
The Service Provider shall maintain a **contracted network of registered affiliates** to provide in-person psychosocial, clinical, and counselling services. The network shall meet the following requirements:

- **Professional Affiliates**
  - Affiliates shall include **professionally registered counsellors, social workers, and clinical psychologists** as required by the services.
  - The Service Provider's own staff may supplement the network where appropriate.
- **Community and Backup Resources**
  - The Service Provider shall maintain access to **backup community resources** to ensure continuity of service in the event of high demand or unavailability of primary affiliates.
- **Facilities and Accessibility**
  - Affiliates' offices shall be **safe, accessible, and conducive** to confidential and professional psychosocial consultations.
  - The Service Provider shall ensure that affiliates adhere to **professional, ethical, and safety standards** in service delivery.
- **Integration with Call Centre**
  - The affiliate network shall be fully integrated with the call centre operations to enable **timely referrals, scheduling, and continuity of care** for employees.

Reporting and Analysis

The Service Provider shall provide **comprehensive reporting and analysis** on the delivery and utilisation of the Employee Assistance Programme (EAP) services. Reporting shall include, but is not limited to, the following requirements:

- **Regular Reports**
  - **Monthly, quarterly, and annual reports** detailing service usage, trends, outcomes, and key performance indicators.
  - Reports must support **data-driven decision-making** and provide insights into employee wellbeing, engagement, and service effectiveness.
- **Ad Hoc Reporting**
  - The Service Provider shall provide **ad hoc reports** upon request by the Employer, to address emerging issues, operational needs, or management information requirements.
- **Format and Presentation**
  - All reports shall be provided in **Excel format** for data analysis and **presentation format** for management review.
  - Reporting shall include **regional-level analysis**, **business unit-level analysis**, and, where feasible, **cluster, power station, and site-level breakdowns** to support targeted interventions.
- **Confidentiality and Data Governance**
  - All reporting shall **maintain employee confidentiality** and comply with applicable data protection, privacy, and governance requirements.
  - Data shall be anonymised and aggregated to ensure that no individual employee can be identified.
- **Integration**
  - Reports shall be structured to integrate with the Employer's internal health, wellness, and human capital management systems, facilitating **strategic decision-making, workforce planning, and risk mitigation**.

Constraints on how the *Consultant* Provides the Services.

2.7 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly	Virtual and employers site	Employers' agent, Consultant Key personnel
Overall contract progress and feedback	Monthly at the end of the month.	Megawatt Park or on MS Teams	*Employer's Agent, Consultant*.
Monthly reporting & Review	Monthly at the end of the month	MS teams or Megawatt Park	Employers' agent, Consultant Key personnel
Ahok critical incident review	As required	Megawatt Park or MS Teams	Employers' agent, Consultant Key personnel
Service Delivery Review	Monthly	MS Teams or Megawatt Park	Employers' agent, Consultant Key personnel

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.

2.8 *Consultant*'s *key persons*

The Consultant shall provide the names, roles, and contact details of all key personnel responsible for the delivery of EAP services, including any senior practitioners, supervisors, or coordinators. The Consultant shall notify the Employer promptly of any changes to key personnel and provide updated contact details.

Key personnel shall ensure continuity of service and shall provide adequate notice of planned leave. Where applicable, senior personnel shall supervise and mentor junior staff or subcontractors to ensure compliance with professional, ethical, and legal obligations.

For Consultants operating as a Joint Venture or employing multiple staff across sites, the Consultant shall provide an organogram showing the lines of authority and communication among key personnel, including reporting and escalation pa

2.9 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.

2.10 Documentation control and retention

2.10.1 Identification and communication

All final reports are to be issued in electronic format and hard copy to the Employers agent (Zanele Sibeko) Draft reports for comment and input are to be submitted to the Employers agent in electronic format as well. The communication between the Consultant and Employers Agent will be done via email, telephone and physical/ virtual meetings.

2.10.2 Retention of documents

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

2.11 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:

The *Consultant* shall address the tax invoice to **Eskom Holdings SOC Ltd** 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.

All invoices will be sent electronically to Zanele Sibeko, the chief of Wellness, on the last day of the month.

2.12 Contract change management

All changes to the Scope of Services, service delivery model, pricing, or other contractual provisions shall be managed in accordance with the compensation event procedures set out in Section 6 of the NEC3 Professional Services Contract.

Any proposed change shall be initiated, instructed, or confirmed using the Employer's standard contract change or compensation event forms. Only duly authorised representatives of the Employer may instruct changes to the services.

The Consultant shall not implement any change to the services unless such change has been formally instructed or agreed in writing in accordance with the contract.

2.13 Inclusions in the programme

The Consultant shall submit a programme for acceptance that clearly identifies the planned order and timing of all EAP services, including counselling sessions, wellness campaigns, workshops, and trauma interventions. The programme shall take into account:

1. Coordination with the Employer and other parties engaged by the Employer, including HR, Occupational Health, IT, and site managers.
2. Prioritisation of urgent or critical incident interventions.
3. Scheduling constraints related to employee availability, shift patterns, and site access requirements.
4.

Each programme submission shall include the following information:

- Planned dates, times, and locations of all activities
- Assigned Consultant or subcontractor responsible for each activity
- Required resources, including facilities, IT support, and materials
- Milestones for submission of reports, outcome evaluations, and other deliverables
- Any assumptions or dependencies affecting the programme.

The programme shall be updated and resubmitted whenever changes in scope, priorities, or operational constraints occur, in accordance with Clause 31.2 and Employer requirements

2.14 Quality management

2.14.1 System requirements

The Consultant shall operate a quality management system (QMS) that complies with Clause 40.1 of the NEC3 PSC, and the requirements set out in the Scope of Services. The QMS shall:

1. Define the Consultant's quality policy, including commitment to professional standards, ethics, and confidentiality.
2. Specify roles and responsibilities of all personnel involved in service delivery, including verification of qualifications and professional registration.
3. Document procedures for the delivery of EAP services, including counselling, trauma interventions, wellness campaigns, workshops, and employee requests.
4. Include mechanisms for monitoring service performance, collecting feedback, and reporting aggregated outcomes to the Employer.
5. Define corrective and preventive actions to address service performance issues; and
6. Include procedures for secure, confidential record-keeping and audit compliance.

The Consultant shall submit the QMS for review and approval by the Employer prior to the commencement of services and ensure that it is maintained throughout the contract duration.

2.14.2 Information in the quality plan

The Consultant shall provide a quality policy statement and quality plan that demonstrates compliance with all professional, ethical, and legal standards applicable to Employee Assistance Programme services. The quality plan shall include, at minimum:

1. The Consultant's quality policy statement, including commitment to professional ethics, confidentiality, and legal compliance (POPIA, HPCSA/SACSSP, labour legislation).
2. Service delivery processes, including response times for employee requests, counselling protocols, and procedures for workshops, campaigns, and trauma interventions.
3. Verification procedures for practitioner qualifications, registration, and ongoing professional development.
4. Monitoring and reporting mechanisms, including frequency of reporting, metrics for assessing service quality, and processes for addressing complaints or service issues.

5. Continuous improvement mechanisms, including feedback collection and integration into service delivery practices.

The quality plan shall comply with any additional requirements stated in the Scope of Services and shall be submitted to the Employer for review and approval prior to commencement of services.

2.15 The Parties use of material provided by the *Consultant*

2.15.1 *Employer*'s purpose for the material

The Employer shall have the right to use the materials, manuals, training aids, reports, and tools provided by the Consultant under this contract solely for the purposes defined in the Scope of Services. These purposes include:

1. Delivery of the Employee Assistance Programme to the Employer's employees.
2. Conducting training, wellness campaigns, workshops, or webinars as part of the contracted services.
3. Reporting and monitoring of aggregated outcomes or program effectiveness; and
4. Internal use for operational and strategic decision-making within the Employer's organisation.

This right does not extend to:

- Individual client records or case notes, which remain confidential; or
- Reproduction or distribution of materials to external parties, except as explicitly authorised by the Employer.

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

The Consultant shall not use, reproduce, or make available to other clients, third parties, or for any other work any materials, manuals, reports, training aids, or tools specifically created for the Employer under this contract, without the prior written consent of the Employer.

This restriction does not apply to:

1. General professional methods, techniques, or standard counselling practices that the Consultant developed independently and are not specific to the Employer; or
2. Individual client records and case notes, which remain confidential and subject to applicable legislation and professional codes of conduct.

2.15.3 Transfer of rights

Option X9 applies to this contract. The Consultant shall transfer to the Employer ownership of all intellectual property rights in materials, manuals, training aids, and reports specifically created for the Employer under this contract.

Exceptions: Individual client records, case notes, and any personal or confidential employee data are excluded from this transfer and remain confidential to the Consultant in compliance with applicable law.
The Consultant shall provide the Employer with all materials in the agreed format (e.g., editable electronic files and PDFs) within 2 days of completion of the services.

The Consultant shall not challenge, and shall not assist any other party to challenge, the Employer's rights to the transferred materials at any time.

All other IP developed by the Consultant outside the scope of this contract remains the property of the Consultant, unless otherwise agreed in writing.

2.16 Management of work done by Task Order

Task Orders will be issued in accordance with Option G and will be prepared using the format set out in an Annexure to the Scope of Services. Each Task Order will define the scope of the EAP services to be provided, the applicable site or region, the duration, reporting requirements, and the agreed fee basis.

Fees for Task Orders shall be calculated in accordance with the agreed rates and pricing structure set out in the contract. Reasonable and pre-approved expenses, where applicable, shall be reimbursed in accordance with the contract provisions.

Delay damages shall not apply to Task Orders. Performance of Task Orders shall be managed in accordance with the agreed service levels, professional standards, and reporting requirements.

2.17 Health and safety

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

The Consultant shall comply with the Eskom health and safety requirements below:

b. RULE 2: HOOK UP AT HEIGHTS

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

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

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

c. RULE 3: BUCKLE UP

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

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

d. RULE 4: BE SOBER

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

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

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

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

e. RULE 5: ENSURE THAT YOU HAVE A PERMI T TO WORK

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

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

In terms of Eskom's SHE Policy (32-94), Eskom adopt a very strict stance on ensuring adherence to prescribed Safety Regulations. Strict compliance with the OHS Act is vital, and ALL submissions required in terms of Contractor Regulations, as contained in the Act, must be received by Eskom. All Service Providers are also expected to adhere to Eskom's SHE Guidelines (32-524), which must be adhered to at all times, and the successful Service Provider must also sign a Section 37 (2) Agreement, which stipulates our SHE Specifications. NO Tenders will be accepted from any Service Provider who is UNABLE to comply with any Eskom's SHE requirements.

Also of extreme importance are Eskom's Life Saving Rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering Eskom sites:

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

No person may work on any electrical network unless:

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

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

2.18 Procurement

2.18.1 BBBEE and preferencing scheme

Eskom Holding Limited has a Directive on B-BBEE implementation (32-416). The Directive gives preference to companies complying with the B-BBEEE codes of Good Practice, Level 1 to Level 4. The Consultant shall maintain its stated B-BBEE status for the duration of the contract and shall notify the Employer of any changes thereto.

2.18.2 Other constraints

All personnel employed or engaged by the Consultant in the provision of EAP services shall be appropriately qualified, professionally registered with the relevant statutory bodies, and comply with applicable legislation, ethical codes, confidentiality requirements, and the Employer's site rules

2.18.3 Preferred subconsultants Not applicable

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.

2.18.4 Subcontract documentation, and assessment of subcontract tenders

Clause 2.18.4 is not applicable. The engagement of professional service providers for EAP delivery does not require formal subcontract tender processes. The Consultant remains fully responsible for the performance and compliance of any subcontracted services.

2.18.5 Limitations on subcontracting (Not Applicable)

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.

The Consultant may subcontract portions of the services to appropriately qualified and registered professionals. The Consultant remains fully responsible for the performance of the services and compliance with all contractual, ethical, and legislative requirements. Subcontracting shall not exceed [X]% of the services without the Employer's prior approvaL

Commented [A2]: This one can we discuss

2.18.6 Attendance on Subconsultants (This is not applicable)

State requirements for attendance on Subconsultants, if any

2.19 Correction of Defects

Clause 2.19 is not applicable. Performance concerns relating to the quality of EAP services shall be addressed in accordance with the service levels, professional standards, and remedial actions set out in the Scope of Services and Service Level Agreement.

2.20 Working on the *Employer*'s property

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

Sites such as Koeberg Nuclear Power Station have strict access control, security clearance, permit requirements, and site-specific rules and regulations. The Consultant shall comply at all times with all applicable entry, security, permit, safety, and operational requirements of each Employer's site.

The Consultant shall allow in its Prices and programme for all time, cost, and resource implications associated with complying with such requirements. Each site may impose additional or different restrictions, and the Consultant shall comply with any site-specific requirements communicated by the Employer.

2.20.2 People restrictions, hours of work, conduct and records

The Consultant shall comply with all site-, region-, and Business Unit–specific requirements relating to people restrictions, permitted hours of work, standards of conduct, and record-keeping while on the Employer's premises.

Each site, region, and Business Unit shall maintain records of the Consultant's attendance at the premises for consultation or service delivery purposes. The Consultant shall cooperate with all access control, signing-in, and record-keeping procedures as required by the Employer.

2.21 Cooperating with and obtaining acceptance of Others

The Consultant shall cooperate with the Employer and with other parties engaged by the Employer, as reasonably required for the effective coordination of the Employee Assistance Programme services. Such cooperation shall be limited to operational and administrative coordination and shall not extend to the disclosure of confidential client information or interference with professional clinical judgment.

The Consultant shall ensure that all practitioners providing the services are appropriately registered with the relevant statutory or professional bodies and shall comply with all applicable legislation, ethical codes, and regulatory requirements. Any acceptance required by statutory authorities or inspection agencies shall be the responsibility of the Consultant.

2.22 Things provided by the *Employer*

The Employer may make available suitable facilities for the provision of Employee Assistance Programme services, subject to availability and site-specific requirements. Such facilities may include private consultation rooms or meeting spaces where feasible.

All facilities are provided on an “as available” basis and must be used in accordance with the Employer’s security, confidentiality, IT, and site regulations. The Consultant remains responsible for providing all professional tools, clinical resources, equipment, and systems required to deliver the services.
The Employer does not guarantee exclusive or permanent use of any facility.

2.23 Cataloguing requirements by the *Consultant* *(Not Applicable)*

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).

3 List of drawings No drawing required

3.1 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