

NEC3 Professional Services Contract (PSC3)

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

and **[to be completed by successful consultant]**
(registration number: [to be completed])

for **Appointment of a suitably qualified professional service provider to deliver integrated Supplier Development, Localisation and Industrialisation (SDL&I) monitoring, verification, reporting, assurance, analytical support and structured intervention services across Eskom for a period of two (2) years.**

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CONTRACT No.

Start Date:

End Date:

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Appointment of a suitably qualified professional service provider to deliver integrated Supplier Development, Localisation and Industrialisation (SDL&I) monitoring, verification, reporting, assurance, analytical support and structured intervention services across Eskom for a period of two (2) years.

The tenderer, identified in the Offer signature block, has

	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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	.....	Signature:	.....
Name	.....	Name:	.....
Capacity	.....	Capacity:	.....
for the *Employer*	Eskom Holdings SOC Limited 1 Maxwell Drive Sunninghill Johannesburg		
Name & signature of witness	.....	Date	.....
	Name: *Employer*'s Agent		

1. Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the *Employer***
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	Eskom Holdings SOC Limited 1 Maxwell Drive Sunninghill Johannesburg
Name & signature of witness		
Date		

C1.2A PSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data	
1	**General**		
	The *conditions of contract* are the core clauses and the clauses for main Option		
		G:	**Term contract**
	dispute resolution Option	**W1:**	**Dispute resolution procedure**
	and secondary Options of the NEC3 Professional Services Contract (April 2013)[1]		
		X1:	**Price adjustment for inflation**
		X2:	**Changes in the law**
		X7:	**Delay damages**
		X9:	**Transfer of rights**
		X10:	**Employer's Agent**
		X11:	**Termination by the Employer**
		X18:	**Limitation of liability**
		X19:	**Task Order**
		Z:	**Additional conditions of contract**
10.1	The *Employer* is (Name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**	
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**	

11.2(9)	The *services* are	**Appointment of a suitably qualified professional service provider to deliver integrated Supplier Development, Localisation and Industrialisation (SDL&I) monitoring, verification, reporting, assurance, analytical support and structured intervention services across Eskom for a period of two (2) years.**		
11.2(10)	The following matters will be included in the Risk Register	**To be confirmed during contract start date and contract term**		
11.2(11)	The Scope is in	**Part 3: Scope of Work**		
12.2	The *law of the contract* is the law of	**the Republic of South Africa**		
13.1	The *language of this contract* is	**English**		
13.3	The *period for reply* is	**2 weeks**		
13.6	The *period for retention* is	**N/A**		
2	**The Parties' main responsibilities**			
25.2	The *Employer* provides access to the following persons, places and things	**access to**		***access date***
		1	***Employer*'s Agent**	**Start Date**
		2	**Eskom premises**	**When required**
		3	**Eskom Systems**	**When required**
3	**Time**			
31.2	The *starting date* is.			
11.2(3)	The *completion date* for the whole of the *services* is.			
11.2(6)	The *key date*s and the *condition*s to be met are:	***Condition* to be met**		***key date***
	SDL&I Key Dates 1.SDL&I Performance plan submission	1.	*60 Days from contract start date*	Every 6 Months
		2	*Bi-Annually*	
	Access – Project milestones	3	As per Service level agreement	
31.1	The *Consultant* is to submit a first programme for acceptance within	**Two (2) weeks of the Contract Date.**		
32.2	The *Consultant* submits revised programmes at intervals no longer than	**Four (4) weeks of the Contract Date.**		
4	**Quality**			

40.2	The quality policy statement and **quality plan are provided within**	**Submit within 30 days – As defined in supplier Quality requirements for this contract (Category 4) based on value and risks) audits - onus on PM or division to monitor compliance as part of supplier performance - or request Sustainability to audit a sample – eg high value – TCQ – Plan vs Actual – deviations Quality control plan – IMPACT on business Submit as requested by Eskom Quality Officer – during project term for compliance review.**
41.2	The *defects date* is	**26 weeks**
5	**Payment**	
50.1	The *assessment interval* is	**Monthly of task**
51.1 51.5	The period within which payments are made is	**30 days after receipt of a tax invoice by Eskom Finance**
51.2	The *currency of this contract* is the	**South African Rand**
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**
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
7	**Rights to material**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Indemnity, insurance and liability**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
82.1	**The *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**	**The total of the Prices**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
G	**Term contract**	
21.4	The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than	**4 weeks.**

50.6	The *exchange rates* are those published in	**South African Reserve Bank**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
W1.2(3)	The *adjudicator nominating body* is:	**the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Johannesburg South Africa**
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The index is	Prices are fixed a firm from the contract date until completion
X2	**Changes in the law**	
X2.1	The law of the project is	South African Law
X7	**Delay damages**	
X7.3	The *Consultant* pays delay damages at the rate stated in the Task Order	**10% of each task order**
X9	**Transfer of rights**	
X9.1		The *Employer* owns the *Consultant* 's rights over material prepared for this contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Employer* as stated in the Scope and obtains from a Sub*consultant* equivalent right for the *Employer* over the material prepared by the Sub*consultant.* The *Consultant* provides to the *Employer* the documents which transfer these rights to the *Employer*.

X10	**The *Employer's Agent***	
X10.1	The *Employer's Agent* is	
	Name:	
	Address	**Eskom Megawatt Park**
	The authority of the *Employer's Agent* is	The *Employers Agent* is responsible for ***ensuring that all stipulated contractual deliverables are received*** on behalf of Eskom per the terms and conditions of the relevant contract
X11	**Termination by the *Employer***	
X11.1		The Employer may terminate for a reason not stated in this contract by notifying the Consultant. The supplier will be given 30 days' notice to terminate the contract and vice versa.
X11.2		If the *Employer* terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between • the forecast of the final total of the Prices in the absence of termination and the total of the other amounts and costs included in the amount due on termination.
X18	**Limitation of liability**	
X18.1	The *Consultant 's* liability to the *Employer* for indirect or consequential loss is limited to:	**R0.00**
X18.2	The *Consultant 's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to:	**The total contract value or actual loss**
X18.3	The *end of liability date* is	**24 months after Completion of the whole of the services/task order.**
Z	**The *Additional conditions of contract* are**	**Z1 to Z19 always apply.**

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

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

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

Z3.4 Failure by the *Consultant to* notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *service*s 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, while 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 79 of 1991 (as amended) and to include the *Employer*'s VAT number 4640101507 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, 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 *service*s in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

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

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

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

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

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

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

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

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

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 end of the periods stated in the Insurance Table A or, if earlier, the date a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	**Minimum amount of cover**	**Cover provided until**
Liability of the *Consultant* 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*	The total of the Prices or, if Option G is applicable, the cumulative total of the Prices for the Task for each Task Order issued to date	The *defects date*
Liability for death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	**Loss of or damage to property:** The replacement cost where not covered by the *Employer*'s insurance The *Employer*'s policy deductible, as at Contract Date, where covered by the *Employer*'s insurance **Bodily injury to or death of a person:** The amount required by the applicable law	The *defects date*
Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	The *defects date*

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 46 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 (6) of Act 46 of 1999, or any replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 75 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 HSG247 and monitored according to HSG163 and OESSM.

Z14.2 Upon written request by the *Consultant,* the *Employer* certifies that these conditions prevail. All measurements and reporting are affected 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.

Z15 POPIA

Z15.1 For the purposes of this clause 1, the terms "Data Subject", "Personal Information" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").

Z15.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this Agreement **("Shared Personal Information"**) and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.

Z15.3 Each Party shall always comply with POPIA when performing its obligations under this Agreement and shall not perform any of their respective obligations under this Agreement in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.

Z15.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this Agreement: -

Z15.4.1 all necessary fair processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (https://www.eskom.co.za/about-eskom/website-terms-and-conditions/) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

Z15.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:

Z15.4.2.1 lawful, fair and transparent Processing;

Z15.4.2.2 specified, legitimate and explicit purposes of Processing; and

Z15.4.2.3 adequate, relevant and not excessive Processing.

Z15.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:

Z15.5.1 the other Party's Processing of the Shared Personal Data; or

Z15.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this Agreement,

it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.

Z15.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:

Z15.6.1 promptly and without undue delay forward the request to the other Party; and

Z15.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.

Z15.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

Z15.8 Neither Party discloses or otherwise makes available the Personal Information to any third Party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third Party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.

Z15.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionary, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information/data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

Z15.10 No Party may transfer Personal Information about a data subject to a third Party who is in a foreign country unless they have obtained the relevant written consent of the other Party and there is full compliance with section 62 of POPIA and any foreign applicable legislation.

Z15.11 The *Employer* or its agent shall have the right to audit the *Consultant* at any time, with reasonable notice, to determine whether the *Consultant* complies with the terms and conditions of this Agreement with regard to the protection of Personal Information and the security exercised by the *Consultant* relating thereto. Such audit rights shall include, but not be limited to, the right of access to systems, procedures and software, and inspection of the physical security of the *Consultant'*s premises. The *Consultant* shall offer reasonable assistance and co-operation to the *Employer* or its agent and/or its auditors or inspectors in the carrying out of such auditing exercise.

Z16 Security Measures Clause

Z16.1 The *Consultant* shall comply with the requirements set forth in the Security Standards and in all other *Employer* policies provided. The *Employer* will advise the *Consultant of* any amendments to the Security Standards and any policies applicable to it.

Z16.2 The *Consultant* will take appropriate, reasonable technical and organisational measures to ensure that the integrity of the data including personal information in its possession or under its control is secure and that such data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by –

Z16.3 Having regard to:

Z16.3.1 any requirement set forth in law, stipulated in industry rules or in codes of conduct or by a professional body; and

Z16.3.2 generally accepted information security practices and procedures which apply to (i) the *Consultant 's* business; and (ii) to the *Employer*

Z16.4 identifying all reasonably foreseeable internal and external risks and, at least once in every 12 (twelve) month period take all necessary steps at its own cost to –

Z16.4.1 identify all reasonably foreseeable internal and external risks relating to data in its possession or under its control and provide the *Employer* with a detailed written report using generally accepted auditing methodologies, within 30 (thirty) days of having completed its investigations, regardless as to whether the frequency of such investigations is 12 (twelve) monthly or more frequently;

Z16.4.2 with the *Employer's* prior written approval, implement and maintain appropriate safeguards against the risks identified by the *Consultant;*

Z16.4.3 regularly verify that the safeguards which the *Consultant* have in place have been effectively implemented and provide the *Employer* with a written report within 30 (thirty) days of having completed each such verification exercise; and

Z16.4.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards, with all upgrades, which may have an impact on any data within the possession of the *Consultant* because of the Agreement, to be reported to the *Employer* in writing.

Z16.5 The *Employer* or its agent shall have the right to audit the *Consultant* at any time, with reasonable notice, in order to determine whether the *Consultant* complies with the terms and conditions of this Agreement with regard to complying with the requirements set forth in the Security Standards and in all other *Employer*'s policies provided. Such audit rights shall include, but not be limited to, the right of access to systems, procedures and software, and inspection of the physical security of the *Consultant* s premises. The *Consultant* shall offer reasonable assistance and co-operation to the *Employer* or its agent and/or its auditors or inspectors in the carrying out of such auditing exercise.

Z16.5.1 The Consultant shall ensure that all applicable ISO certifications remain valid for the duration of the contract. The Consultant shall furnish the Employer with copies of the renewed and valid ISO certificates throughout the contract duration

Z16.5.2 The Consultant (jointly with the Cloud Service Provider (CSP) shall:

a. For all cloud services that store and process financial information and personal identifiable information (PII) including intellectual property (IP), the CSP shall have a valid Systems and Organisational Controls (SOC) 1 and SOC 2 Type II reports, such attestation reports shall be submitted to Eskom for review.

b. Up to once per period of twelve (12) months, the CSP will provide comprehensive summaries of its latest SOC 1 and SOC 2 Type II reports at no cost upon Eskom's written request.

c. If the SOC Reports indicate any deficiencies or matter requiring attention, the CSP shall use commercially reasonable efforts to address all such items without any costs to the Eskom.

d. Subject to Section Z16.5.2.b, if vendor's reporting cycle is not aligned with the financial year, and/or the SOC report is older than six (6) months, the CSP shall submit a bridge letter to Eskom at no cost, and such bridging letter shall not cover a period exceeding three (3) months.

Z17 Notification of Security breach

Z17.1 In the event of a security compromise or breach, the *Consultant* shall-

Z17.1.1 notify the Employer in writing, at infosecurity@eskom.co.za immediately, if possible, but no later than 24 hours of the Consultant becoming aware of or suspecting any unauthorized or unlawful activity:

Z17.1.1.1 at its own cost, take all necessary steps to mitigate the extent of the loss or risks of the data and to resolve the integrity of the affected information systems as quickly as possible.

Z17.1.1.2 furnish the *Employer* with details of the Data Subjects affected by the compromise and the nature and extent of the compromise, and if known, include details of the identity of the unauthorized person who may have accessed or acquired the Personal Information.

Z17.1.1.3 provide the *Employer* with a report on its progress in resolving the compromise but at least once per business day following the initial notification to the *Employer*, until such time as the compromise is resolved to the *Employer*'s satisfaction.

Z17.1.1.4 In consultation with the *Employer* and where required by law notify the South African Police Service; and/or the National Intelligence Agency; and any other regulatory bodies for example State Security Agency; and

Z17.1.1.5 only upon request by the *Employer*, or otherwise if required by law, notify the Regulator and/or the affected Data Subjects. Any such notification shall be in a form prescribed by the *Employer* or the Regulator, as the case may be, if applicable, and contain such information as is specified by the *Employer* and or the Regulator. Notwithstanding the foregoing, a notification to a Data Subject shall always include sufficient information to allow the Data Subject to take protective measures against the potential consequences of the compromise.

Z17.1.2 assist the *Employer* to comply with any requests for access to Personal Information received by the *Employer* from Data Subjects and, at the request of the *Employer*, the *Consultant* shall promptly provide the *Employer* with a copy of any Personal Information held by the *Consultant* in relation to a specified Data Subject. The *Consultant* agrees that notwithstanding the confidentiality provisions of this Agreement, the *Employer* may disclose to a Data Subject that the *Consultant* has been or is involved in Processing such Data Subject's Personal Information.

Z17.1.3 provide reasonable evidence of the *Consultant* 's compliance with its obligations under this clause to the *Employer* on reasonable notice and request.

Z17.1.4 under instruction and authority of the *Employer*, and at no extra cost to the *Employer*, provide it with all assistance require d for the *Employer* to discharge its duties as Responsible Party relating to a requirement by the Regulator (a) for the *Employer* as Responsible Party to submit an independent auditor's report or other information relating to interference by the Responsible Party with the Personal Information of a Data Subject, (b) that the *Employer* is processing Personal Information in accordance with legislation, or (c) that the *Employer* is otherwise compliant with any other relevant legislation;

Z17.1.5 at the request and option of the *Employer*, and to its satisfaction, promptly return or destroy all Personal Information in the possession or control of the *Consultant*, including in accordance with any specific retention, destruction and purging requirements as may be prescribed by the *Employer*.

Z18 Security Vetting and Screening

In terms of the National Strategic Intelligence Act 39 of 1994, as amended by the General Intelligence Amendment Act 11 of 2013, the State Security Agency is mandated to conduct vetting and/or screer all persons and service providers (this includes the *Consultant*, its employees and subcontra providing a service or intending to provide a service to an Organ of State (this includes to the *Em* its subsidiaries and divisions). The Vetting Fieldwork Unit of the *Employer* is mandated in terms

General Intelligence Laws Amendment Act 11 of 2013 and a Memorandum of Understanding signed by the Director General of the State Security Agency and the *Employer* 's Group Chief Executive to conduct vetting and/or screening investigations on behalf of and in conjunction with the State Security Agency. In terms of paragraph 10.2 of the Minimum Information Security Standard (approved by Cabinet 4 December 1996), the *Employer*'s Group Chief Executive may override recommendations made by the Vetting Fieldwork Unit or the State Security Agency in instances where there is no alternate service provider or person who can undertake the essential responsibilities or tasks and the decision is taken in the best interest of the Republic of South Africa.

This clause applies to the *Consultant*, all its employees and subcontractors,

- accessing National Key Points as declared in the National Key Point Act 102 of 1980 or critical infrastructure defined in or declared in terms of the Critical Infrastructure Protection Act 8 of 2019,
- when required by the National Strategic Intelligence Act 39 of 1994 (as amended),
- where the *Consultant* may have access to intelligence or information classified as confidential or more restricted,
- if indicated in the Scope that similar measures are required for undertaking specified responsibilities or tasks, or for accessing other premises, installations or sites, systems, or information, or
- where safety or security concerns or the risk rating of the responsibilities or tasks undertaken, or premises, installations or sites, systems or information, are found to warrant it after the date the contract came into existence.

Z18.1 The *Consultant* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Consultant* to ensure timeous access being provided by the *Consultant ,* this includes conducting its own screening and preparing for and supporting the Vetting Fieldwork Unit requirements (indicated in this clause and the Scope of works for security vetting and/or screening of any persons under the control of or in the service of the *Consultant* .

Z18.2 The *Consultant* provides identifying documents, certificates and other records, required for security vetting and/or screening and clearance, to the Vetting Fieldwork Unit or the State Security Agency for the *Consultant* 's business, owners, directors, executives, members, subcontractors and employees and every person the *Consultant* needs to access any premises, installations or sites, systems, or information of the *Consultant*. The Vetting Fieldwork Unit or the State Security Agency may require updated or further documents, based on safety and security concerns, the risk rating of the responsibilities or tasks undertaken and/or premises, installations or sites, systems or information.

Z18.3 Any criminal record verification certificates provided are to be issued by a reputable screening company accredited by the South African Police Services, are to be no older than four weeks at the time of submission and to remain valid for the duration of the person's access. The submitted criminal record verification certificates or outcomes must be submitted to the Vetting Fieldwork Unit to check authenticity. If any such criminal record verification record/s are found to be fraudulent, cancelled, withdrawn, invalidated, amended, or expire, or a criminal conviction (even if under appeal) is noted against any person requiring access, on the recommendation of the Vetting Fieldwork Unit, the *Consultant* may instruct the *Consultant* to have such person immediately removed and/or blocked from accessing the premises, installations and sites, systems and information, and have no further connection with the work, service or goods included in this contract. This instruction is not a compensation event.

Z18.4 Costs related to obtaining and submitting identifying documents, certificates and other records (indicated in this clause and the Scope of works Information required for security vetting and/or screening and clearance, or updated or further documents, are paid by the *Consultant.*

Z18.5 The *Consultant* provides access to persons who have undergone security vetting and/or screening and received a security clearance certificate or positive outcomes after verification of identifying documents, certificates and other records required by the Vetting Fieldwork Unit (indicated in this clause and the Scope of works. In this context, the *Consultant*'s refusal to allow access to the *Consultant* or a person under the control of or in the service of the *Consultant* to premises, installations or sites, systems or information, is not a compensation event, except to the extent that delays in the security vetting and/or screening processes have been solely and unreasonably caused by the *Employer* or the Vetting Fieldwork Unit without any fault of the *Consultant* .

Z18.6 To the extent that the *Consultant* has been given access, this access to premises, installations or sites, systems or information is restricted to persons under the control of or in the service of the *Consultant* who have undergone security vetting and/or screening and received a security clearance certificate or positive outcomes after verification of identifying documents, certificates and other records required by the Vetting Fieldwork Unit.

Z19 Intellectual Property – Eskom owning Intellectual Property

"Intellectual Property" means (a) patents, trademarks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

"Background Intellectual Property" means any and all Intellectual Property rights that are not Foreground Intellectual Property and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the services but required for the purposes of the *services*.

"Foreground Intellectual Property" means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the services and rights which are developed substantially as a result of the services. Any *services* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer*'s proprietary information generated from the use of the *Consultant*'s Background Intellectual Property.

Z19.1 The *Consultant* retains ownership of all Background Intellectual Property rights made by or on behalf of the *consultant* as part of the *services* in information or material it uses in carrying out the *services*.

Z19.2 All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Consultant or* on behalf of the *Consultant*, for the purposes of and in support of the execution of the *services* (*Employer*'s IP) vest with the *Employer*.

Z19.3 Any data or any other information relating to *Employer*'s proprietary information generated from the use of the *Consultant*'s Background Intellectual Property, the copyright therein shall be owned by the *Employer*.

Z19.4 The *Consultant* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the *services* vests in the *Employer* and that the *Consultant* has no claim of any nature in and to the Foreground Intellectual Property.

Z19.5 The *Consultant* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.

Z19.6 The *consultant* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the completion date.

Z19.7 The *Consultant* procures that each Sub-Consultant executes all and any *services* and takes all and any other actions as may be required, in order to give effect to this Agreement.

Z19.8 The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the *services*. The *Consultant* does not, without the written consent, of the *Employer*, copy, use or issue to a third party any of the *Employer*'s Background Intellectual Property documents and requirements except for the purposes of executing the *services*.

Z19.9 Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Employer*'s Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*, or the Background Intellectual Property, in respect of the *Consultant*.

Z19.10 In the event of any claims being made or actions brought against the *Employer*, on the ground that the *Consultant* infringed any patent, trademark or copyright, the *consultant* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses

Z19.11 Save where the *Consultant* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does not make any admission which might be prejudicial to the *Consultant*'s position. The *Employer*, at the request and the cost of the *Consultant* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.

Z19.12 Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Consultant*, at its own expense and in consultation with the *Employer*, either:

a. procures for *Employer* the right to continue to use the affected item or design, or
b. replaces the said affected item or design with a non-infringing item, or
c. provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.

Z19.13 Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of the *Consultant* with respect to claims relating to infringement.

Z19.14 Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Consultant* as set out in the third-party Intellectual Property infringement clause, the *Employer* has the same rights and obligations as the *Consultant*, mutatis mutandis, as regards such alleged infringement.

Z19.15 The *Consultant* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third-party intellectual property rights.

Z19.16 Where a Party is a licensee, user, installer or deployer of software, upon request by the licensor of such software (whether the licensor is one of the Parties or not), that Party undertakes a self-declaration and within four weeks provides the licensor with a report of its use, installation or deployment and data generated from a software asset management tool.

Parties allow licensors, at the licensor's own expense, to appoint independent auditors and the affected Parties provide reasonable access to applicable systems and records for the auditors to verify compliant use of applicable software

- four weeks after the licensor notifies the affected Party,
- after written approval of an affected Party, and
- an undertaking by the licensor and auditors to maintain confidentiality of information as set out in this contract, and that the audit is conducted during normal business hours in a manner that minimises disruption to the Parties.

If an audit reveals use, installation or deployment of software in breach of licence requirements or in excess of quantities agreed with the licensor, the affected Party may verify the audit results and, if the audit results are confirmed, pays amounts due to the licensor as per the rates agreed in C2.1 Pricing Schedule.

C1.2B Contract Data

Part two - Data provided by the *Consultant*

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

Clause	Statement	Data	
10.1	The *Consultant* is (Name): Address Tel No.		
22.1 Only if required	The *key people* are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:		
11.2(3)	The *completion date* for the whole of the *services* is	**24 months from the starting date**	
11.2(10)	The following matters will be included in the Risk Register	**The register will be updated during the contract term**	
11.2(13)	The *staff rates* are:	**name/designation**	**rate**
	Either complete here or cross refer to a schedule in Part C2.2	**Refer to pricing schedule**	
25.2	The *Consultant* provides access to the following persons, places and things	**access to** **1** **2** **3**	***access date***
31.1	The programme identified in the Contract Data is	**Refer to project plan**	

50.3	The *expenses* stated by the *Consultant* are **Either complete here or cross refer to a schedule in Part C2.2**	**Item** **Refer to pricing schedule**	**Amount**
G	**Term contract**		
11.2(25)	The *task schedule* is in	**C2.1 Pricing Schedule**	

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Schedule	**[●]**

C2.1 Pricing Schedule

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	Scope of work	

C3.1: Scope of Work

1. Background

Eskom incorporates Supplier Development, Localisation and Industrialisation (SDL&I) obligations into relevant supplier contracts to promote transformation, localisation, enterprise development, skills development, job creation and sustainable economic growth. Eskom requires an experienced Consultant to provide a people-led, evidence-based post-contract monitoring and assurance service, supported by fit-for-purpose technology.

2. Contract Duration

The services are required for a period of twenty-four (24) months from the starting date stated in the Contract Data.

3. Objectives

- Monitor supplier delivery against contractual obligations and milestones.
- Verify reported outcomes using credible evidence.
- Produce management reports, dashboards and performance analytics.
- Coordinate structured corrective interventions and recovery actions.
- Identify implementation risks and provide early warning reports.
- Support workflow tracking and evidence management through appropriate technological tools.

4. Scope of Services

- Review awarded contracts, schedules, contractual commitments, milestones, reporting obligations and evidence requirements to establish a post-contract monitoring baseline.
- Monitor supplier performance against contractual obligations, agreed milestones, evidence requirements and expected outcomes.
- Conduct monitoring, verification and assurance reviews nationally across relevant project sites and supplier locations.
- Design, coordinate and monitor corrective interventions addressing underperformance, delays, evidence gaps, compliance risks and non-achievement of contractual obligations.
- Prepare early warning, escalation, exception and intervention progress reports.
- Maintain complete supporting documentation, evidence repositories, evidence registers, audit trails and audit-ready records.
- Produce executive dashboards, operational reports, analytical reports and recommendations supporting governance and decision-making.
- Deploy secure, fit-for-purpose technology supporting data capture, workflow and action tracking, evidence management, dashboards, analytics and reporting. The technology is an enabler of the professional service and not a standalone software product.

5. Detailed Service Requirements

5.1 Monitoring, Verification, Assurance and Reporting

- Monitor contractual commitments relating to localisation, industrialisation, supplier development, enterprise development, skills development, employment creation and participation by designated groups.
- Verify reported achievements through document reviews, data analysis, interviews, site visits and other recognised assurance techniques.
- Maintain audit-ready evidence files and assurance documentation.
- Prepare exception reports, early warning notifications and management recommendations.

5.2 Evidence Management, Audit Support and Compliance

- Maintain supporting evidence, including contracts, purchase orders, invoices, delivery confirmations, payment records, training records, employment records and supplier development documentation.
- Identify reporting gaps, data-quality issues and documentation deficiencies.
- Support internal and external audits and applicable procurement, transformation, localisation and governance requirements.

5.3 Governance, Risk, Escalation and Intervention Management

- Maintain risk registers, action trackers, issue logs and escalation registers.
- Provide early warning indicators for delayed or underperforming obligations.
- Support escalation to Eskom contract-management teams and governance structures.
- Monitor corrective actions and intervention plans through to completion.
- Support implementation of contractual remedies when instructed by Eskom.

5.4 Technology and Information Security

- Provide secure and controlled access to information, reports and supporting documentation.
- Provide reliable document management, evidence management, version control and complete audit trails.
- Protect confidential, personal and commercially sensitive information and comply with applicable data-protection and information-security requirements.
- Provide scalable, user-friendly dashboards and reporting capabilities, with appropriate availability and business-continuity arrangements.

6. Implementation and Service Management

- Project mobilisation and onboarding.
- Review of the contract portfolio and contractual obligations.
- Development of baseline monitoring and verification plans.
- Stakeholder engagement and communication strategy.
- Reporting framework and governance structure.
- Configuration of reporting tools, where applicable.
- Risk-management and escalation procedures.
- Quality-assurance methodology.
- Continuous improvement and performance monitoring.
- Knowledge transfer and transition planning.

7. Deliverables

- Project mobilisation and implementation plan.
- Contract portfolio review and contractual-obligations baseline report.
- Structured corrective intervention plans for underperforming, delayed or at-risk obligations.
- Monitoring, verification and assurance review reports.
- Executive dashboards, operational reports, exception reports, management reports and impact-assessment reports.
- Evidence packs, evidence registers, audit-support documentation and document-completeness reports.
- Risk registers, issue logs, action trackers, escalation reports and intervention-progress reports.
- Technology-enabled reporting capability supporting data management, workflow tracking and management reporting.
- Knowledge-transfer documentation, close-out reports, lessons learnt and sustainability recommendations.

8. Pricing Data

The accepted contract prices will be inserted following the procurement process. for budgeting purposes only, the independent QS estimate for the full twenty-four-month period. this estimate does not constitute an offer or an awarded contract value.

9. Consultant Information to be Completed at Award

- Consultant registered name, registration number, physical address and contact details.
- Accepted Prices, VAT and amount in words.
- Key people, roles, qualifications and experience.
- Staff rates and expenses linked to the final Pricing Schedule.
- Employer’s Agent details, starting date, completion date and any agreed key dates.
- Any approved securities, deviations, task orders and project-specific service levels.