

The provision of a specialised cybersecurity consulting services to Transmission for a period of three (3) years.



## NEC3 Professional Services Contract (PSC3)

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

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

**for The provision of a specialised cybersecurity consulting services to Transmission on an as and when required basis for a period of three (3) years.**

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

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## PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Securities proforma	[•]

The provision of a specialised cybersecurity consulting services to Transmission for a period of three (3) years.

## C1.1 Form of Offer & Acceptance

### Offer

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

**The provision of a specialised cybersecurity consulting services to Transmission on an as and when required basis for a period of three (3) years.**

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	<b>Not applicable – Cost Reimbursable</b>
Value Added Tax @ 14% is	<b>Not applicable – Cost Reimbursable</b>
The offered total of the Prices inclusive of VAT is	<b>Not applicable – Cost Reimbursable</b>
(in words) <b>Not applicable – Cost Reimbursable</b>	

### Option G is applicable.

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

Signature(s)

.....

Name(s)

Capacity

.....  
.....

**For the tenderer:**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

.....

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		

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)*

*(Insert name and address of organisation)*

Name & signature of witness

.....  
.....

.....  
.....

Date

.....

.....

The provision of a specialised cybersecurity consulting services to Transmission for a period of three (3) years.

## C1.2 PSC3 Contract Data

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<b>G: Term contract</b> <b>W1: Dispute resolution procedure</b>  <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X10 <i>Employer's Agent</i></b> <b>X11: Termination by the <i>Employer</i></b> <b>X18: Limitation of liability</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Professional Services Contract (April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 5661</b>
	Fax No.	<b>Not applicable</b>
11.2(9)	The <i>services</i> are	<b>Provision of a cybersecurity advisory, vulnerability assessment, threat intelligence, penetration testing, incident response, and cybersecurity regulatory and legal support consulting services, for a duration of 36 months.</b>
11.2(10)	The following matters will be included in the Risk Register	<b>Service provider must comply with all Eskom Safety, Health, Quality and Environmental procedures and processes.</b>

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

11.2(11)	The Scope is in	<b>Part 3: Scope of work</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
13.6	The <i>period for retention</i> is	<b>1 year following Completion or earlier termination.</b>

## 2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1</b>	<b>Eskom sites and buildings where services need to be rendered.</b>
			<b>As per Task Order</b>

## 3 Time

31.2	The <i>starting date</i> is.	<b>TBA</b>	
11.2(3)	The <i>completion date</i> for the whole of the services is.	<b>TBA</b>	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1</b>	<b>As per the Task Order</b>
			<b>As per the Task Order</b>
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>Where applicable it will be as per Task Order.</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>Where applicable it will be as per Task Order.</b>	

## 4 Quality

40.2	The quality policy statement and quality plan are provided within	<b>Quality documents as mentioned in contract data.</b>
42.2	The <i>defects date</i> is	<b>As per the Task Order.</b>

## 5 Payment

50.1	The <i>assessment interval</i> is	<b>between the 25 day of each successive month.</b>
51.1	The period within which payments are made is	<b>30 days from date of valid invoice.</b>
51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>

51.5 The *interest rate* is

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

and

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

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Rights to material</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Indemnity, insurance and liability</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Contract Prices as per the Task Orders.
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>G</b>	<b>Term contract</b>	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>2 weeks after receipt of the signed Task Order Request.</b>



50.4 The *exchange rates* are those published in **Not applicable.**

**11 Data for Option W1**

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng Province in South Africa
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none"> <li>if the Parties cannot agree a choice or</li> <li>if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	

**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

X1.1	The index is	SEIFSA INDICES – TABLE 3 (a) Hourly paid rates. CPA will kick in after sixteen (16) months from the base date (of one month prior to enquiry closing) and thereafter subject to annual escalations. 15% fixed portion, and 85% will be dependent on the agreed proposed elements by the contractor.
	The staff rates are	<b>The staff rates are fixed at contract date and firm for one year and will be revised annually at anniversary of the contract (each year) thereafter. Staff expenses are fixed but subject to Eskom Standard Travel and Subsistence guidelines changes.</b>
	The proportions used to calculate the Price Adjustment Factor are:	
	*(Tenderer to propose the elements and proportion) Should the tenderer fail to provide their proposal, it shall be deemed that the prices are fixed and firm for the duration of the contract.	

Proportion	Linked to index for	Index prepared by
0.		
0.		
0.15	<b>Non-adjustable</b>	
1.00		

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
X2.1	The law of the project is	<b>The law of the Republic of South Africa</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	<b>Mervin Mottian</b>
	Name:	<b>Eskom Holdings (SOC) Limited</b>
	Address	<b>Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	The authority of the <i>Employer's Agent</i> is	<b>To carry out all the <i>Employer's</i> actions in this contract.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>The total of all Task Order prices</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The total of the Prices as per Task Orders.</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services/task order.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

- Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

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

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

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

#### **Z4 Confidentiality**

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

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

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

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

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

**Z7 Notifying compensation events**

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

**Z8 Employer’s limitation of liability**

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

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

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

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

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

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

**Z11 Ethics**

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

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

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

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

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

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

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

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

**Prohibited 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 earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Up to the maximum of the total Task Oder values	For period of 52 weeks.
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><b><u>Loss of or damage to property:</u></b>                      The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Bodily injury to or death of a person:</u></b>                      The amount required by the applicable law.</p>	For period of 52 weeks.

Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	For period of 52 weeks.
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81.3 The *Employer* provides the insurances stated in the Insurance Table B.

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## Z14 Asbestos

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

**Z15 Additional Clauses:**

- Z15.1 The *Service Provider* and all personnel that will be utilized for this contract will undergo the Security Clearance Vetting. Any personnel that does not pass the security clearance vetting process will not be allowed to work with the *Employer*, and the *Service Provider* will within 48 hours provide a replacement to ensure continuity of service provision.
- Z15.2 The *Employer* has the right to interview and request any additional information from the *Service Provider* relating to all the personnel that will be utilized to provide the service to the *Employer*.
- Z15.3 The *Employer* will within the period of this contract not be allowed to recruit and employ the personnel from the *Service Provider*. This clause will be applied with no prejudice and it will be in line with Labour Relations Act (LRA)
- Z15.4 All Eskom information must be treated with confidentiality and it will not be disclosed to any third party by the *Service Provider* or their personnel without the permission of the *Employer*. Conflict of Interest and Declaration of Interest policy and procedures shall apply to the *Service Provider's* personnel as it applies to the Employees.



## C1.2 Contract Data

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

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

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Only if required		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

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

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

The provision of a specialised cybersecurity consulting services to Transmission for a period of three (3) years.

## **PART 2: PRICING DATA**

### **PSC3 Option G**

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

## C2.1 Pricing assumptions: Option G

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

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> <li>the Time Charge for work which has been completed on time based items on the Task Schedule and</li> <li>a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.</li> </ul>
		(20) The Prices are <ul style="list-style-type: none"> <li>the Time Charge for items described as time based on the Task Schedule and</li> <li>the lump sum price in the Task Schedule for each other item.</li> </ul>

From the Core Clauses:

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

and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none"> <li>the Price for Services Provided to Date,</li> <li>the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and</li> <li>other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.</li> </ul>
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Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

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

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

### 2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

*Expenses* associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

### **3. The function of the Task Schedule**

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

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

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

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

Where the symbol “[●]” is used data is required to be inserted relevant to the clause and statement which requires it.]

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

**1. The staff rates are:**

No.	Designation (or category) or name of staff member	Rate per hour excluding VAT
	Refer to Annexure K- Pricing schedule rev 1	

**2. The expenses are:**

No.	Expense item	Rate excluding VAT
	Refer to Annexure K- Pricing schedule rev 1	

**3. The task schedule:**

Refer to Annexure K- Pricing schedule rev 1

<b>Task ID</b>	<b>Task Description</b>	<b>Costing Method</b>	<b>Hourly Rate excluding VAT</b>	<b>Monthly Recurring Cost excluding VAT</b>
T001	Cybersecurity Advisory	Hourly Rate		N/A
T002	Vulnerability Assessment	Hourly Rate		N/A
T003	Threat Intelligence	Fixed Amount	N/A	
T004	Penetration Testing	Hourly Rate		N/A
T005	Cybersecurity Regulatory & Legal Support	Hourly Rate		N/A
T006	Incident Response Services	Fixed Amount	N/A	

**Notes**

The Above rates are exclusive of CPI.

CPA will kick in after sixteen (16) months from the base date (of one month prior to enquiry closing) and thereafter subject to annual escalations.

Rates will be applicable in terms of the duration to a Task Order.

Commitments will be in terms of the scope required per Task Order.

N.B: All rates proposed above are hourly rates for the various periods of the contract which may be applicable to a Task Order

the rates proposed by the tenderer should include total cost to company, overheads plus profit all rates proposed will be applicable for the duration of the contract.

**General Expenses:**

Travel Expenses: Travel time is not claimable.

Air and Other Travel (Local): Actuals payable on receipt of actual cost (economy class only).

Car Hire: Actuals payable on receipt of voucher, invoices and receipts for fuel costs.  
(Eskom recommended tier/economy class only).

Accommodation and Meals: Actuals payable on receipt of voucher, invoices and receipts.



## PART 3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	<i>Employer's Scope</i>	9
C3.2	<i>Consultant's Scope</i>	0
	Total number of pages	10

## C3.1: EMPLOYER'S SCOPE

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# 1 Description of the services

## 1.1 Executive overview

The scope of work was compiled by Mervin Mottian, Middle Manager Information & Cybersecurity, reviewed by Meenal Vala, Chief Advisor Information & Cybersecurity, and approved by Richard McCurrach, Senior Manager Information Management.

It outlines the provision of specialized technical and legal support in both Operational Technology (OT) and Information Technology (IT) environments, focusing on the following key areas of cybersecurity:

- Cybersecurity Advisory
- Vulnerability and threat assessment
- Penetration testing
- Regulatory and legal support
- Threat intelligence, monitoring and detection
- Incident response and recovery

## 1.2 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
AI	Artificial Intelligence
CQP	Contract Quality Plan
EDR	Endpoint Detection and Response
IP	<b>Intellectual Property</b>
IT	Information Technology
MFA	Multi-Factor Authentication
NSM	Network and Security Management
OHS	Occupational Health and Safety
OT	Operation Technology
PDF	<b>Portable Document Format</b>
SIEM	Security Information and Event Management
SOAR	<b>Security Orchestration, Automation, and Response</b>
VAT	Value Added Tax

## 2 Specification and description of the services

### 2.1 Cyber Advisory

The consultant will be required to perform the following tasks:

- a) Provide a specialized threat detection and monitoring advisory service, the output of which will be used as input into the design, development, and deployment of various threat monitoring and detection technologies, such as NSM, EDR, SIEM and SOAR.
- b) Provide a specialized identity and access management advisory service, the output of which will be used as input into the design, development, and deployment of various advanced identity and access management systems incorporating MFA, password-less authentication, risk and contextual authentication, adaptive access control, and other technologies incorporating AI and machine learning.
- c) Provide a specialized data protection advisory service, covering the full spectrum of data governance.
- d) Provide a cybersecurity legal advisory service, to assist Transmission address cybersecurity regulatory enquiries.

### 2.2 Vulnerability Assessment

The consultant will be required to perform the following tasks:

- a) Asset identification: Identify all assets, i.e., hardware, software, and networks, that make up the system.
- b) Asset scanning: Scan all assets on the network for vulnerabilities.
- c) Vulnerability assessment: Prioritize and assess vulnerabilities based on their severity, risk exposure, and exploitability.
- d) Vulnerability remediation: Provide recommendations for remediating vulnerabilities and provide technical assistance to systems owners to implement, track, test and successfully close out vulnerabilities.
- e) Provide all hardware and software tools required to perform the task as listed below must be owned and licenses by the consultant, who will use the tools to provide the services required.

### 2.3 Penetration Testing Service

The consultant will be required to perform the following tasks:

- a) The service provider will be required to conduct external network, internal network, web application or specific host, database, or network device penetration tests to identify security vulnerabilities that could be exploited by attackers. The penetration tests will be conducted in accordance all Eskom applicable policies and standards and aligned to the latest industry standards and best practices.
- b) Provide all hardware and software tools required to perform the tasks as listed below must be owned and licensed by the service provider, who will use the tools to provide the services required.

### 2.4 Cybersecurity Regulatory and Legal Support

The consultant will be required to perform the following tasks:

- a) Act as an expert witness on behalf of Transmission and provide litigation support.
- b) Provide cybersecurity legislation and compliance training. All training to be provided online via Microsoft Teams.

### 2.5 Incident Response Services

The consultant will be required to perform the following tasks:

- a) Provide Transmission with on-site and remote incident response services, on a 24/7 365 basis, in the event of a cybersecurity incident | breach | attack. This includes responding to the incident quickly and effectively and working with Eskom response structures and employees to restore operations and minimize the impact of the incident. Support will include:

Provision of a cybersecurity advisory, vulnerability assessment, threat intelligence, penetration testing, incident response, and cybersecurity regulatory and legal support consulting services.

- i. Specialized cybersecurity forensic investigation support, to forensically identify the scope and nature in the event of cybersecurity incident | breach | attack and to assist with remediation and reporting. This includes but is not limited to the use of IT forensic experience techniques and traditional investigative approaches, including interviewing witnesses, interrogating data, log analysis and examining physical and digital evidence to determine what happened, how it happened, and if applicable, who was involved.
- ii. Specialized ransomware advisory, investigations and recovery support.
- iii. Specialised malware analysis and recovery support.

- b) Provide all hardware and software tools required to perform the tasks as listed below must be owned and licensed by the consultant, who will use the tools to provide the services required.

## 2.6 Deliverables

Although each assigned task will be different, the consultant will be required to deliver the following:

- a) Project plan on how the consultant is planning to complete the task, with estimated hours required.
- b) Organise a kick off meeting if needed.
- c) Provide advice and guidance on the specific task assigned.
- d) Participate in regular meetings, mostly via Microsoft Teams, and occasionally attend face-to-face meetings or on-site meetings.
- e) Prepare minutes of the meetings.
- f) Prepare reports containing results of assessments, and recommendations, depending on the assigned task.
- g) Prepare training material, where applicable.
- h) Prepare monthly or quarterly progress reports.

### 3 Constraints on how the *Consultant* Provides the Services.

#### 3.1 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 Days and times to be mutually agreed upon	Microsoft Teams	Employer's Agent and Consultant, including any other mutually agreed on employees of both parties
Overall contract progress and feedback	Monthly Days and times to be mutually agreed upon	Microsoft Teams	Employer's Agent and Consultant, including any other mutually agreed on employees of both parties.

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.

#### 3.2 Consultant's key persons

The consultant shall provide the following information of the *Consultant's key persons*, over and above those already stated in clause 22.1 or in the Contract Data.

##### 3.2.1 Contact Details:

- a) Full name and title: Specify the full name and title of each key person involved in the contract.
- b) Contact information: Provide their email address, phone number, and any other relevant contact information.
- c) Role and responsibilities: Briefly outline the role and responsibilities of each key person within the contract.

##### 3.2.2 Organogram

The consultant shall submit an organogram showing the team structure, including the key personnel and their reporting lines. The organogram must clearly show the communication channels within the consultant's team and between the consultant and the client.

#### 3.3 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

Provision of a cybersecurity advisory, vulnerability assessment, threat intelligence, penetration testing, incident response, and cybersecurity regulatory and legal support consulting services.

*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.

### 3.4 Documentation control and retention

#### 3.4.1 Identification and communication

##### Communication Format:

All Microsoft Office formats (Word, Excel, PowerPoint) and PDF are acceptable formats for communication.

##### Preferred methods:

Formal letters shall be used for contractual matters.

Emails shall be used for routine updates and non-contractual communication.

##### Content requirements:

NEC3 Standard forms, available in the Eskom intranet, shall be used for the administration of the contract, to ensure clarity and compliance with contractual obligations.

##### Communication Constraints:

Email limitations: Contractual communication shall be attached as separate documents in acceptable formats (Microsoft Office or PDF) rather than embedded within the email body.

#### 3.4.2 Retention of documents

In accordance with clause 13.6, and as further specified in the Contract Data, the Consultant shall retain copies of all drawings, specifications, designs, reports, and other documents ("Retention Documents") that record the services performed under the Scope of this Contract. These Retention Documents shall be retained in electronic format, as pdf files or Microsoft Office files. All signed documents to be saved as locked pdf files.

### 3.5 Invoicing and payment

#### 3.5.1 Payment

On approval of the amount of work done at each assessment interval, a signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the 25th day of each month. The Consultant should only include the work for one task order on an invoice.

The Consultant must ensure that his invoice is according to the exact work completed. No work may be claimed that has not been completed. If work is claimed which is not complete, this will be seen as a fraudulent claim which may lead to termination of the contract.

The Consultant will submit his claim on the assessment day as per the NEC Payment Certificate format. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Consultant. On acceptance of the Payment Certificate by the Employer the Consultant submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement's Invoice Payment Processes.

**3.5.2 Tax Invoices**

The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the *VAT registration number* of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4) (C), is adhered to. The *Employer* requires adherence by the *Consultant* to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

Tax invoices must meet the following requirements where the consideration (VAT inclusive amount) exceeds R3 000:

1. The words “**TAX INVOICE**” in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the **supplier**.
3. **Name, address and VAT registration number** of the **recipient**. \*  
Please note: Eskom’s name has to be reflected as ESKOM HOLDINGS SOC LIMITED on all tax invoices and Eskom’s VAT number is 4740101508.
4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.  
Please note: Merely referring to a contract is not sufficient.
6. The **quantity** or **volume** of goods or services supplied.\*
7. Where the supply is subject to VAT at the standard rate, the following in Rand:
  - The value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @15% OR
  - The total consideration and the amount of VAT charged.

**3.5.3 Rates**

Only *Employer* approved rates (contract rates) are applicable.

**3.5.4 Procedures for Invoice Submission and Payment (e. g. Electronic Payment Instructions)**

<b>General Information</b>	
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original “certified copy” (i.e. not a copy of a “certified copy” invoice) from the vendor and check in system if not previously be paid. Put stamp “not previously paid” on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
<b>With Reference Invoices</b>	



- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	

**3.6 Quality management**

**3.6.1 Information in the quality plan**

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

The Consultant shall submit a draft Contract Quality Plan (CQP) within 7 days of contract award The CQP information shall be as per provided template 240-12248652.

**3.6.2 Transfer of rights (Option X 9)**

There are no exceptions to the transfer of rights.

The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

The Consultant guarantees the originality of the created materials and that it infringes no third-party IP rights.

The Consultant shall compensate the Employer for any losses incurred due to IP infringement claims relating to the materials.

The Consultant shall keep all confidential information related to the contract, including the created materials, confidential even after the contract ends.

The Employer reserves the right to audit and inspect the Consultant's development process and materials at any reasonable time to ensure compliance with the contract and IP transfer.

If any part of the IP transfer clause is deemed invalid, the remaining portions shall still be enforceable.

**3.7 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 *services*.

**3.7.1 Risk Assessments**

The *Consultant* shall perform a risk assessment per task order to determine the severity of the risks exposed to, during this contract. In terms of the identified risk classification, preventative actions should be implemented. Included in this should be safe working procedures, etc.

The risk assessment should include all risks identified by the *Consultant* or the *Employer*, as well as a risk assessment of all work to be conducted. The *Consultant* is also responsible to identify any other risks unique to the specific contact, that may not be part of the generic list supplied by Eskom.

Risk assessments shall be conducted, as per the OHS Baseline Risk Assessment provided. Please refer to documents titled:

Provision of a cybersecurity advisory, vulnerability assessment, threat intelligence, penetration testing, incident response, and cybersecurity regulatory and legal support consulting services.

- Annexure A - OHS Baseline Risk Assessment.pdf
- Annexure B - OHS Specification for Low Risk Activities.pdf

The consultant shall complete the following forms and return to Eskom as a tender returnable:

- Annexure C - Transmission OHS Tender Evaluation Criteria (Low Risk Activities).docx

### **3.8 Working on the *Employer's* property**

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

The Consultant must comply with the security entrance requirements of all Employer offices and sites where entrance is required. Some of these sites are National Key Point sites.

In addition to the above there may be other restrictions once on the site, which must be complied to. All such restrictions will be communicated to the Consultant, on notification by the consultant to the Employer's Agent, that access is required.

The Employer reserves the right to deny access to any individual or equipment belonging to the Consultant based on security concerns or non-compliance with regulations.

The Employer reserves the right to access and utilize security camera footage for monitoring purposes or incident investigations.

#### **3.8.2 People restrictions, hours of work, conduct and records**

The *Consultant* shall keep records of its personnel and equipment entering and exiting the *Employer's* property. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events.

### **3.9 Things provided by the *Employer***

To be determined during contract negotiations.