



## NEC3 Professional Services Contract (PSC3)

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

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

for Provide a service to implement an integrated fully  
functional and supported integrated insurance  
management solution with support and maintenance  
of the solution over a period of 5 Years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work: The Scope	[•]

CONTRACT No. [46 ]

Start Date:

End Date:

**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	[•]

## 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:

**Provide a service to implement an integrated fully functional and supported integrated insurance management solution with support and maintenance of the solution over a period of 5 Years.**

The tenderer, identified in the Offer signature block, has **(remove either or)**

<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>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

--

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Employers Agent Signature:

Name(s)

Name:

Capacity

Capacity:

**for the  
Employer**

Eskom Holdings SOC Limited

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Name:

Contract Advisor

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

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation) _____	(Insert name and address of organisation) _____
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2a PSC3 Contract Data

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

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. The PSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row.
3. Where the symbol "[●]" is used data is required to be inserted relevant to the clause and statement which requires it.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>G: Term contract</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X3: Multiple currencies</b>
		<b>X4: Parent company guarantee</b>
		<b>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10: <i>Employer's Agent</i></b>
		<b>X11: Termination by the <i>Employer</i></b>
		<b>X13: Performance bond</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of the contract</b>
	of the NEC3 Professional Services Contract (April 2013) <sup>1</sup>	

<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)

10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa	
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg	
	Tel No.	[•]	
	Fax No.	[•]	
11.2(9)	The <i>services</i> are	Provide a service to implement an integrated fully functional and supported integrated insurance management solution with support and maintenance of the solution over a period of 5 Years.	
11.2(10)	The following matters will be included in the Risk Register	As Risk arises	
11.2(11)	The Scope is in	Part 3: Scope of Work	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	[•]	weeks
13.6	The <i>period for retention</i> is	[•]	years following Completion or earlier termination.
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
3	Time		
31.2	The <i>starting date</i> is.	[•]	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	[•].	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
	SDL&I Implementation plan submission	1 [•]	[•]
	SDL&I Key Dates	2 [•]	[•]
		3 [•]	[•]
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	[•] weeks of the Contract start Date.	

32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>[•] weeks.</b>
------	--	-------------------

#### **4 Quality**

40.2	The quality policy statement and quality plan are provided within	<b>[•] weeks of the Contract Date.</b>
41.2	The <i>defects date</i> is	<b>[•] weeks after Completion of the whole of the services.</b>

#### **5 Payment**

50.1	The <i>assessment interval</i> is	<b>between the 30th day of each successive month.</b>
------	-----------------------------------	---

50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>
		<b>[•]</b>	<b>[•]</b>
		<b>[•]</b>	<b>[•]</b>
		<b>[•]</b>	<b>[•]</b>
		<b>[•]</b>	<b>[•]</b>

51.1	The period within which payments are made is	<b>[•] weeks.</b>
------	--	-------------------

51.2	The <i>currency of this contract</i> is the	<b>South African Rand</b>
------	---	---------------------------

51.5	The <i>interest rate</i> is	<b>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,</b>
------	-----------------------------	--

**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.  <i>NEC PSC Contract clause 6 applies</i>
<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.  <i>NEC PSC Contract clause 7 applies</i>
<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.  <i>NEC PSC Contract clause 8 applies</i>
<b>82.1</b>	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
<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.  <i>NEC PSC Contract clause 9 applies</i>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	[•] weeks.
<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	[•] weeks.
50.4	The <i>exchange rates</i> are those published in	:
<b>11</b>	<b>Data for Option W1</b>	
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).
	Address	[•]

	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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	[•] South Africa
	The person or organisation who will choose an arbitrator <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>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The index is  The staff rates are {state whether "Fixed at the Contract Date and are not variable with changes in salary paid to individuals" or "Variable with changes in salary paid to individuals"}	StatsSA – Headline index table B1  [•]
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the project is	South Africa
<b>X3</b>	<b>Multiple currencies</b>	
X3.1	<b>Items &amp; activities</b>	<b>Other currency</b>
	[•]	[•]
	[•]	[•]
	[•]	[•]

X3.1	<p><b>[●]on [●] (date)</b></p> <p>The items &amp; activities will be paid in the other currency</p> <ul style="list-style-type: none"> <li>- to a foreign Bank account nominated by the <i>Consultant</i></li> <li>- to a valid SARB approved CFC account in South Africa</li> <li>- in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date.</li> </ul> <p>(select one of the three methods as agreed with successful tenderer and delete the others and this note)</p>	
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X7	Delay damages	
X7.3	(Applicable for Option G Only)	<b>[●] per day</b>
X7.4	(Applicable for Option G Only)	<b>[●] per day</b>
X9	Transfer of rights	
X9.1	<p>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 Subconsultant equivalent rights for the Employer over the material prepared by the Subconsultant. The Consultant provides to the Employer the documents which transfer these rights to the Employer.</p>	
X10	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>TBC</b>
	Address	<b>TBC</b>
	The authority of the <i>Employer's Agent</i> is	<b>TBC</b>
X11	<b>Termination by the <i>Employer</i></b>	
X11.1	<p>The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services for a reason not stated in this contract by notifying the <i>Consultant</i>.</p>	
X11.2	<p>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</p> <ul style="list-style-type: none"> <li>• the forecast of the final total of the Prices in the absence of termination and</li> </ul> <p>the total of the other amounts and costs included in the amount due on termination.</p>	

<b>X13</b>	<b>Performance bond</b>
X13.1	The amount of the performance bond is <b>R[●].</b> <b>Reviewed Annually</b>
<b>X18</b>	<b>Limitation of liability</b>
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: <b>R0.00 (Zero Rand)</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: <b>The total of the Prices</b>
X18.3	The <i>end of liability date</i> is <b>five years after Completion of the whole of the services/task order.</b>
<b>Z</b>	<b>The Additional conditions of contract are</b> <b>Z1 to Z18 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>	The total of the prices	4 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>	<b><u>Loss of or damage to property:</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance  <b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.	4 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	4 weeks

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

**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
-------------------------------------	---

Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

### **Z13 Nuclear Liability**

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

### **Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.



<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 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 comply at all times 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:
- 16.4.2.1 lawful, fair and transparent Processing;
- 17.4.2.1 specified, legitimate and explicit purposes of Processing; and
- 18.4.2.1 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, cessionaries, 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 72 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, in order 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 *Consultants* 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.

## **Z17 Security measures**

Z16.1 The *Consultant* shall comply with the requirements set forth in the Security Standards and in all other *Employer's* 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 –

Z16.2.1 having regard to:

Z16.2.1.1 any requirement set forth in law, stipulated in industry rules or in codes of conduct or by a professional body; and

Z16.2.1.2 generally accepted information security practices and procedures which apply to (i) the *Consultant's* business; and (ii) to the *Employer*.

Z16.2.2 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 –

Z16.2.2.1 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. In the event that a significant finding is identified during the investigation which has a material impact on the *Employer*, the *Consultant* shall notify the *Employer* immediately and shall not wait for the final report to be completed;

Z16.2.2.2 with the *Employer* prior written approval, implement and maintain appropriate safeguards against the risks identified by the *Consultant*.

Z16.2.2.3 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. In the event that a significant finding is identified during the investigation which has a material impact on the *Employer*, the *Consultant* shall notify the *Employer* immediately and shall not wait for the final report to be completed as well as with the *Employer's* prior written approval, implement and maintain appropriate remedial steps to rectify the safeguards implemented within 72 (seventy two) hours. The employer reserves the right to audit the effectiveness of such remedial actions.

Z16.2.2.4 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* as a result of the Agreement, to be reported to the *Employer* in writing.

Z16.3 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 *Consultants* 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.

## **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](mailto: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 required 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 Supplier Development and Localisation**

**Refer to SD&L requirements**

## C1.2b 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		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .
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	

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



## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Professional Services Contract

**[Note to contract compiler:**

***Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]***

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

These secondary Options require a bond or guarantee “in the form set out in the Scope”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Scope.

The *Consultant* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

**[Note to contract compiler: *If there are no ASGI-SA Obligations in this contract, delete the above statement*]**

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

## Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Consultant's Parent Company)

Eskom Holdings SOC Ltd  
Megawatt Park  
Maxwell Drive  
Sandton  
Johannesburg

Date:

Dear Sirs,

### Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Consultant*}

(the *Consultant*), for

{Insert details of the services from the Contract Data}

(the *services*).

I/We the undersigned

on behalf of the *Consultant's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Consultant* shall Provide the Services in accordance with the above numbered Contract.

1. If for any reason the *Consultant* fails to Provide the Services, we hereby agree to cause to Provide the Services at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Consultant* and the *Employer* and/or between us and *Consultant*; nor any alteration in the obligations undertaken by the *Consultant* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Consultant*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Consultant* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Consultant*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

## Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Consultant's Parent Company)

**Eskom Holdings SOC Ltd**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Date:

Dear Sirs

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Performance **Bond – Demand Guarantee**: *[Drafting Note: Name of Consultant to be inserted]*

Project [ ] Contract Reference: ..... *[Drafting Note: Consultant contract reference number to be inserted]*

---

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
- 1.2 "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
- 1.3 "Contract" – means the written agreement relating to the Services, entered into between Eskom and the Consultant, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
- 1.4 "Consultant" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Consultant to be inserted]*
- 1.5 "Eskom" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
- 1.6 "Expiry Date" - means the earlier of
- the date that the Bank receives a notice from Eskom stating that all amounts due from the Consultant as certified in terms of the contract have been received by Eskom and that the Consultant has fulfilled all his obligations under the Contract, or
  - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
- 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
- 1.8 "Services" - means [insert if applicable.].

2. At the instance of the Consultant, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Consultant of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General

Manager, General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Consultant.
6. Eskom shall be entitled to arrange its affairs with the Consultant in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Consultant or any variation under or to the Contract.
7. Should Eskom cede its rights against the Consultant to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_

Date \_\_\_\_\_

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Bank's seal or stamp

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

**PART 2: PRICING DATA**

**PSC3 Option G**

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

## 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> <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
--------------------------	------	--

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

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 & the task schedule

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

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

1. The *staff rates* are:

[illegible]

## 2. The task schedule

The following format could be used:

No.	Items of work to be carried out on a time basis

[illegible]

PART 3: SCOPE OF WORK

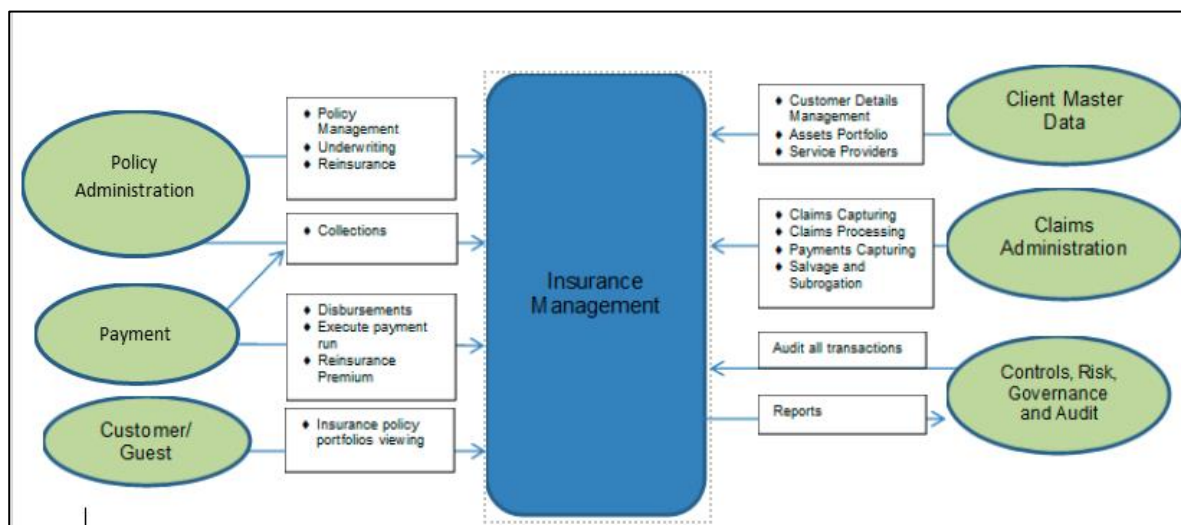
Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Scope</i>	1
	Total number of pages	

## C3.1: EMPLOYER'S SCOPE

### Specification and description of the services

#### 1. Scope of work (including business requirements)

The project aims to deliver an integrated insurance management system for ESCAP that aligns with regulatory, compliance, and financial standards. It will enhance processes, controls, analysis, auditing, and risk management, while ensuring accurate reporting and user training. The proposal should prioritize a modular application suite for seamless integration and user experience or combine functions across applications to meet these requirements. High-level functionality is outlined in Figure 2.



**Figure 1 Insurance Management System Functionality**

The proposal must include 5 years of support and maintenance post-deployment. Eskom Group Technology follows a cloud-first strategy, prioritizing SaaS solutions hosted in South Africa, with secondary preferences for on-premise solutions at Eskom and SaaS in GDPR-compliant regions. Proposal evaluation will prioritize SaaS in RSA, followed by on-premise, then SaaS in GDPR regions. Tenderers can respond to any or all options, and Eskom reserves the right to choose based on the business case.

When providing the cost for the SaaS solution, ensure that licensing costs during implementation stage are provided under the implementation pricing schedule, while production licence costs should take effect once the solution is live and should be reflected under the maintenance and support pricing schedule.

Also note that Eskom reserves the right to procure licenses independently should the successful tender include a bid for a system which Eskom has direct access to the OEM.

The scope includes the following:

- Functional and reporting requirements
- Architecture and project management services
- Data migration, backup, and disaster recovery
- API activities for integration testing (Eskom develops internal integration services)
- System development, configuration, and unit testing
- Tenderer participation in testing preparations and execution
- Training, deployment, stabilization, and support (5 years)

#### The scope excludes:

- Testing beyond unit testing (except participation in preparation/execution)

- Integration messages from Eskom's integration bus to internal systems
- Maintenance of Eskom integration services

## 2. High Level Requirements and Business Rules

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
<b>Policy Management</b>	FR 1	Client Profiling	Create client profile by determining the client's risk, analyse the status etc.
	FR 2	Develop products	The product to include product name, description, limits, deductibles, retentions, aggregate limits, residual deductibles, coverage types, exceptions etc.
	FR 3	Update/renewal of products	This will be done on an annual basis before the beginning of financial year (exceptions to be catered for)
	FR 4	Capture premiums (for deviations purposes)	This will be an exception to allow for deviations in determined premiums
	FR 5	Split premiums per line of business, cost centre level (structural premium split)	Line of business - Similar risk grouping Product - What is being insured. Coverage - What does the policy cover
	FR 6	Link to Eskom asset values for declarations consolidations as our client, to draw information from other systems to be able to perform risk assessment (SAP systems, Primavera)	SAP (HR, FI, Fleet, Projects, EHS, MM, Plant Performance Management (PPM), SRM, ERE)
	FR 7	Consolidation	Automated consolidation of information drawn from different sources
	FR 8	Determine product premiums	Using information from other systems and formulas
	FR 9	Issue quotations from the system	An accepted/declined quotation should automatically be uploaded to the system from the client (workflow)
	FR 10	Issue policy automatically from the system	Ability to provide policy cover letters after renewal and policy contract showing limits, sub-limits and deductibles. Workflow notification on policy updates to the sender and the client
	FR 11	Identify and record all policy changes and activities	Flag information that has changed on the policy and/or specific changed field
	FR 64	SASRIA Cover Application	Link to SASRIA System and issue SASRIA coupons from our System – allocating SASRIA coupon numbers which can do

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
			calculations from SASRIA rates including magnitude discounts. If rates change
<b>Re-insurance</b>	FR 12	Determine retentions limits for the products	Use the following: <ul style="list-style-type: none"> <li>• Claims history.</li> <li>• Survey reports</li> <li>• Previous re-insurance structures</li> <li>• Eskom asset values</li> <li>• Global market changes and conditions</li> </ul>
	FR 13	Update retention limits for the products	
	FR 14	Loading of re-insurers, share of risk (layering), share of liability and share of premium	Participation in terms of: the product, at which Risk admitted or non-admitted
	FR 15	Automatically calculate share of re-insurance liability and share of premium based on share of risk	
	FR 16	Update re-insurance programs onto the policies	
	FR 17	Manage Reinsurer accumulations per policy/programme	Build reinsurance retention limits program, referenced for each claim type
	FR 18	Track all re-insurance premiums paid and outstanding	Build reinsurance retention limits program, referenced for incoming and outgoing premiums
<b>Finance</b>	FR 19	Create automated journals with SAP FI	If Group Insurance will still be collecting premiums using SAP FI, then journals will have to be created for Eskom Group. If ESCAP will collect the premiums directly, then an invoice will have to be issued
	FR 20	Create automated invoices specifically for subsidiaries and external clients	
	FR 21	Provision for incoming payments i.e., what is recovered from 3rd parties, salvage, premiums etc.	
	FR 22	Track all premiums received and outstanding	
	FR 23	Claims payments to be processed from one source	

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
		system i.e., have one payment run	
	FR 24	Track all payment reversal/rejected documents	If payment is rejected/reversed, then automatically reverse from the claim
	FR 25	Remittance advices to be automatically sent to the payee's	
	FR 26	Manage Cashflow and Projections	
	FR 27	Monthly Payment run Reconciliation Management	
	FR 28	Provision for outgoing payments i.e., Claims payable at a given period	Functional development resulting to the Reserving Report
	FR 68	Cashflow Projections	Provide future cashflow projections for claims settlement using set criteria e.g., status, trends and probabilities
<b>Claims Management</b>	FR 29	First Notice of Loss	Policy Holder and existence verification and Incident stage functionality before a claim is registered, through smart forms.
	FR 30	Capture claims	Capture claims end-to-end including all the objects required like master data and service provider business partners, other claims participants etc.
	FR 31	Process claims	Defined through Role-Based performance and access and segregation of duties
	FR 32	Information from other systems to be readily available when capturing and processing claims	SAP (HR, FI, Fleet management (IFMS), Projects, EHS, SAP MM, Plant Performance Management (PPM), SRM, ERE) etc.
	FR 33	Process claims payment	The payments of claims to move to different statuses like: <ul style="list-style-type: none"> <li>• New</li> <li>• To be approved (workflow)</li> <li>• Approved (workflow)</li> <li>• Rejected (workflow)</li> <li>• Reversed (notification)</li> </ul>
	FR 34	Claims Document Management	Once documents are uploaded from various sources, approval needs to take place for that document to be deleted or moved to the correct place

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
	FR 35	Workflow approval for claims captured	Task management functionality
	FR 36	Delegation of authority	Incorporate delegation of authority levels or limits for approvals or rejection of claims and payments
	FR 37	Workflow approval for claims payments	Task management functionality
	FR 38	Update the status of the claim (Other relevant statuses will be reviewed during implementation)	<p>Claims to move to different statuses like:</p> <ul style="list-style-type: none"> <li>• New Incident</li> <li>• New</li> <li>• Approved <ul style="list-style-type: none"> <li>◆ in principle</li> <li>◆ for payment</li> </ul> </li> <li>• Cancelled</li> <li>• Pending</li> <li>• Declined</li> <li>• Closed <ul style="list-style-type: none"> <li>◆ Final</li> <li>◆ With salvage</li> <li>◆ With subrogation</li> </ul> </li> <li>• Re-opened.</li> <li>• Service provider appointed according to their participation roles.</li> </ul>
	FR 39	Build Master Data integration	Build vendor master integration between Insurance and Eskom Vendor Master
	FR 40	Manage business partners/service providers	Create and amend service providers/business partners on the system
	FR 41	Appointing service providers	Service provider's information to be sourced from the source systems. If there are updates, then it should show on this system. Appointed in a rotational system according to their roles, expertise and geographical location
	FR 42	Search functionality	Option to search for service provider categories (i.e., organisation, people) and status (blocked and/or archived))
	FR 43	Generate service provider's correspondence	When appointing the service provider, the correspondence should be automatically created according to the appointment type (new assessment, opinion, cost validation, comments, settlements, litigation etc.) and sent to that specific provider



Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
	FR 44	Salvage process activities	Ability to capture and manage the end-to-end salvage activities
	FR 45	Subrogation process activities	Ability to capture and manage the end-to-end subrogation activities
	FR 46	Litigation process activities	Ability to capture and manage the end-to-end litigation activities
	FR 47	Interface with service providers systems (i.e., capability to be able to import and export information from/to service providers / brokers)	Receive information from service providers. Service providers to send information like assessment reports etc. directly to the system.
	FR 48	The system might need to be able to interface with SASRIA's or other external systems if required	
	FR 49	Claims Reserving function	Define system reserving methodology
	FR 50	Flag claims without any movements	Flag claims that have not moved for a specific period and produce a dashboard for those claims. Claims with Incomplete data exceptions, claims passed prescription
<b>Customer Relations Management</b>	FR 51	Communication, query links, complaints process and customer surveys	Build Links for customer communication for in/outgoing communication. Creation of questionnaires and customer queries and complaints reports
	FR 52	Build in standard forms and templates (Smart forms)	Need to be able to have standard templates and forms for letters, policies and correspondence to policyholders and claimants etc. from these standard templates
	FR 53	Customer/Guest user interface	Can give access to customers/guests who are non-system users for viewing of their insurance portfolios in a form of dashboards
<b>Governance Risk and Control</b>	FR 54	Auditing functionality	Audit criteria will be built onto the system once the system is implemented
	FR 55	Risk Management Functionality	Ability to have full integrated risk management function that interface to CURA
	FR 56	Access control management and user activity	Role and activity-based security that provides excellent controls for managing

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
			user access, with a full audit trail of activities performed
	FR 57	Audit trail and control	Need to be able to incorporate and update any changes to risk policies, processes, and control requirements into the system
<b>Data Requirements</b>	FR 58	Need to cater for International Financial Reporting Standard (IFRS) 17 data requirements and ESCAP's annual financial statement (AFS) disclosure requirements.	<p>Be able to produce data requirements that are required by IFRS 17.</p> <p>There are substantial and onerous data requirements needed to implement International Financial Reporting Standard (IFRS) 17 (Insurance Contracts) by April 2022 for comparative figures)</p> <p>Note: ESCAP is only starting its work to determine the detailed data requirements and will be taking part in this process with an external advisor (EY).</p>
<b>Other Functionality</b>	FR 59	Interface with Regulatory Bodies systems	Interface with Financial Services Sector Regulatory systems or applications, RAF, COID, SASRIA to ensure that claims payments are not duplicated if covered by the regulatory insurance and ESCAP and align to or top-up from set regulatory settlement criteria
	FR 60	GIS/Google Earth	Mapping of Eskom insured asset's locations and Risks relation to geographical factors that may affect Dx and Tx Lines and specified and flagged Flood lines
	FR 61	Weather Services	Flash reports for unfavourable weather conditions, e.g., floods, storms
	FR 62	Service Provider Panel and systems Links	<p>Ability to create our own panel of services providers in a view and report format linked to Central Database/Vendor System.</p> <p>Ability to capture the Service Providers professional fees standard rates</p>
	FR 63	Link to Global Ratings Agencies	Link to Ratings agencies for monitoring changes of the credit ratings of our insurers
	FR 65	Link to (AA) Automobile Association	Link to AA rates applicable to any travel allowance or fees for reference to service

Functionality Grouping (Process activity impacted)	Req. No.	Functionality	Business Rule Description
			provider for assessing task orders for invoice payments
	FR 66	Contract Management SLA	Develop contract management and Service Level Agreements performance criteria
	FR 67	Process and Activity Documentation and downloads	Ability to create and download policies, process activity documentation in PDF format.
	FR68	Captive Management	Capability for captive management functionality

**Table 1: Functional Requirements**

### 3. Reporting Requirements

Nr.	Report Name	Description (contents, sequence, grouping)
R1	Regulatory and Compliance reporting	Indication of policies issued; premiums charged. Policies issued per product, per line of business that will indicate the premium charged
R2		Compliance to ESCAP's insurance licence and the Insurance Act. Reports relating to the classes and sub-classes of business as set out in ESCAP's insurance licence and the Insurance Act
R3	Policy changes report	Information that has changed on the policy and/or specific changed field
R4	Reinsurance reporting	<ul style="list-style-type: none"> <li>Re-insured Products</li> <li>Share of liability for each insurer</li> <li>Re-insured premiums</li> <li>Re-insurance recoveries</li> </ul>
R5	Payment run report	That will show what has been paid for that specific period
R6	Salvage report	Report on how many salvages identified, reported and processed
R7	Subrogation report	Report on the status of subrogation process in claims
R8	Litigation report	Report on litigation matters (i.e., is it on trial, settlement offer, negotiations etc.)
R9	Claims reserve report	Report on reserve to the Financial Sector Conduct Authority (FSCA) (i.e., indication for the claims)
R10	Claims ratio	Ratio between premiums and claims. calculations of claims loss ratio report for ESCAP and Reinsurers
R11	Service providers performance report	Service provider's performance against the set KPI's
R12	Declined claims report	Listing of all declined claims selected using different parameters

Nr.	Report Name	Description (contents, sequence, grouping)
R13	Claims report	List all the claims captured, to be able to report on different statuses and claims objects
R14	Re-opened claims report	Listing of all re-opened claims selected using different parameters
R15	Actuarial report	To be defined according to the actuaries' requirements. Should be able to provide data and information to ESCAP's actuaries in the format they require to enable to assist them with their calculations
R16	Claim timeline report	Provides claims lifecycle that is from the date the claim is opened until it is closed with all the various activities happened in between
R17	Claimant report	To determine multiple claimants Provides all incidents and claims linked to specific claimants
R18	Damaged objects report	List of all the damaged assets according to the different categories
R19	List of payments report	Payments captured and all relevant statuses and payment document numbers with dates etc.
R20	Business partner change report	Report on changes to Business partner master data
R21	Estimate change report	Information on any estimate changes on the claim
R22	Workflow report	Workflow activity report for incidents, claims, payments and other related activities
R23	Dashboard	TBD according to the insurance requirements
R24	User Access and Activity Reports	Information on user status, roles and related authorisations activities and identify exceptions
R25	Aggregate reports	Indication of claims through the year, liabilities etc. To see how the claims are totalling up towards the aggregate limits
R26	Artificial Intelligence (AI)	Provide capability for Artificial intelligence
R27	Trend Analysis	Ability to provide internal and external trend analysis in the specific products.

**Table 2: Reporting Requirements**

#### 4. Architecture Services Requirements

The primary objective is to define and design the solution architecture. The tenderer must deliver solution architecture services, secure Enterprise Architecture committee approval for the Physical Architecture Design (PAD) and obtain Pre-Transfer design approval before deployment. This involves allocating time for refining requirements, conducting design workshops, and creating detailed physical designs with necessary configurations.

The tenderer must develop detailed physical architecture designs aligned with user requirements, best practices, and Enterprise Architecture guidelines as outlined in the RFP. The scope of the architecture work includes the following key areas:

**a) Data Architecture Scope:**

- Define the data architecture, including data modelling, storage, retrieval, and data flow diagrams.
- Design data schemas, considering scalability, data integrity, and performance optimization.
- Recommend appropriate database technologies and data storage solutions based on project requirements.

**Resource Requirement:** Experienced Data/Information Architects & System Analysts

**Deliverable:** Data architecture documentation and diagrams.

**b) Solution Architecture Scope:**

- Engage and collaborate with stakeholders to gain an understanding of both functional and non-functional requirements.
- Provide a comprehensive solution architecture that outlines the application's components, their interactions, and the overall system behaviour.
- Identify key software modules, frameworks, and technologies required for the proposed solution.
- Provide clear guidelines for the design and development of each module, ensuring alignment with project goals and objectives.

**Resource Requirement:** Experienced Solution Architect(s)

**Deliverable:** Solution architecture documentation and diagrams.

**c) Technical Architecture Scope:**

This section outlines the technical infrastructure essential for the deployment and operation of the application.

- Recommend and specify hardware specifications, configurations, network, and cloud infrastructure configurations where applicable, to ensure scalability, availability, and performance.
- Specify software development tools, frameworks, and best practices to be used by the development team.
- Collaborate with internal technical stakeholders.
- Address technical constraints, including latency, bandwidth, and system compatibility.

**Resource Requirement:** Experienced Technical Architect(s)

**Deliverable:** Technical architecture documentation and infrastructure specifications.

**d) Architecture Deliverables:**

- Design workshops with business stakeholders to clarify and define in detail business, functional and implementation requirements.
- Comprehensive documentation for each architecture domain (Data, Solution, Technical, Security, Integration), including diagrams, flowcharts, and textual descriptions as outlined above.
- High-level presentations to key stakeholder explaining the architecture rationale, design decisions, and benefits.
- Collaborative sessions and design workshops with the development team to clarify and define in detail non-functional requirements and architectural concepts, and address implementation challenges.
- Detailed physical architecture design and Pretransfer documents.
- All documents and diagrams to be submitted as digital editable copies (MS Office, MS Visio or ARIS)

**e) Communication:**

Regular update meetings will be held to discuss architecture deliverable progress, address concerns, and ensure alignment with project goals.

**f) Deliverable Acceptance Criteria:**

The architecture work will be considered successfully completed upon support/approval of the architecture documentation by both Enterprise Architecture and project stakeholders.

The tender is expected to facilitate review and approval of the design as required by Eskom methodology and governance. A lead time of at least two weeks needs to be provided for in the timelines to allow for review and approval processes.

- Detailed design approved by Enterprise Architecture Advisory Board (EAAB)
- Development environment ready for Build/ Configuration according to the architecture approvals

**g) Build and deploy:**

- Provide test cases, provide unit testing evidence, once all the necessary testing is complete, testing reports are produced, all governance approvals are obtained, the solution will need to be deployed to production. The Tenderer must articulate clearly as part of the response the implementation and deploy approach.

- Update requirements traceability matrix. Ensure all environments are updated following successful test conclusions. Compile a go-live plan and ensure the solution obtains the necessary governance approvals as follows:
- Enterprise Architecture Advisory Board (EAAB) for pre-transfer, Change Review Management Committee (CRMC), Go/No-Go pack and decision by Group Technology General Manager.

## 5. Data Migration Requirements

### a) Current Data

Escap uses SAP insurance management and Pastel. The data inherent in these systems needs to be migrated to the new solution.

System	Description	Size
Pastel	Escap financial data which include the company setup, master data and all financial records.	80GB
SAP Claims Management	The data includes claims information, vehicles data, business partners master data (i.e., employees, 3 <sup>rd</sup> party service providers) and cost and profit centres.	130 GB

**Table 3: ESCAP Systems Data**

### b) Future Data

The solution must support data export to other platforms upon contract completion, ensuring Eskom retains ownership of all data stored, transmitted, and created through the cloud service during the contract period.

### c) Additional Data Migration Requirements

The bidder must have the following:

- Ability to conduct a thorough analysis of existing data sources.
- Expertise in identifying data redundancies, inconsistencies, or gaps in legacy systems
- Provide a clear and structured approach for data extraction, transformation, and loading (ETL)
- Proven use of data migration tools or tools suitable for Insurance Management
- Ability to manage Eskom's large-scale data efficiently.
- Capability to support migration of both structured and unstructured data.
- Ability to encrypted secure transfer protocols of data during and after migration.
- Ability to handle sensitive classified data securely.
- Capability to provide traceability and logging of all data migration activities.

## 6. Integration Requirements

The Eskom Integration team will oversee internal integration activities, while the bidder must develop business services for system communication. The insurance management system will interface with specified systems. Refer to the table below for detail.

System Integration	Information exchanged	Purpose of integration
SAP HCM	Access employee personal details (unique number, cost centre, contact details, location etc.), organisational assignment, status	To capture and process a claim especially if an employee was the driver of a car in a particular incident or is the contact person etc. and to have a view of risk areas
SAP Finance	Structure, General Ledger, Projects System, Financials, Cash Flow, Accounts Payable	Management and monitoring of Incoming and Outgoing payment

System Integration	Information exchanged	Purpose of integration
		transactions between Eskom and ESCAP
SAP PS	Projects details, contracts, dates, values, type of projects etc. and related WBS Elements status and activities	To validate WBS elements, download WBS Actual costs into the claims and be able to make payments via the WBS elements
SAP EHS	Occupational Safety employee incidents with regards to OHS Act	Reporting of all safety incidents where employees are involved
SAP MM	Professional and Services Contract information, including planning and actual values, and financial activities on contracts Shipping Contracts information, and Cargo schedules and means	Validation of Contractors information for the purpose of Contractors All Risks and Marine claims . To monitor shipping contracts in line with Marine policies, pricing and verification for claims capturing purposes
SAP SRM	Service Provider information, contracts and service level performance	Manage services provider's contracts and integration to Vendor Master for Service providers used for insurance purposes
SAP PM	Eskom Plant status and performance in line with risk management and health	To monitor Plant Value, Health and performance in line with Reinsurance Surveys and Risk Management
SAP ERE	All Eskom property information, location, values etc.	Validate insured property for policy pricing and claims verification
CURA	All risk management relating to insurance and policies like insurance risk management plan, insurance risk management policy, insurance risk management register	To be able to pick up claims and loss ratios immediately when the loss ratio is exceeding the normal in order to be able to see if objectives will be met or not
SAP Fleet Management	All Eskom Fleet Management information (Type, Registration Number, Location, age, Book or Market Value, Acquisition information,	Validate if insured, easy access to vehicle data when capturing claims, location of fleet and ease of disposal process.
Insurer (external)	Ability to integrate with external insurer for examples SASRIA	

**Table 4: System Integration with the new solution**

The application must have the capability of secure communication when exposing the services via the business services.

Additionally, the tenderer must:

- Provide the required detail to the Eskom Integration Team to enable the design of the end-to-end solution and work closely with Eskom's Integration team.
- Provide input and contribute to the Analysis, Design, Message Modelling, Development and configuration, Unit testing, SIT testing, UAT testing and Non-Functional testing.

- Provide Application Business Services that conform to the specific security and Integration standards.
- Provide Application Business Services that can receive an Integration reply with a full-service response (pre-defined message structure) in case the Application is invoking an Integration Web Service.
- Provide Application Business Services that can communicate via One-Way or Two-Way certificate (SSL/TLS) to secure the channel.
- Provide Application Business Services that support Basic Authentication for Web Services, Database or SFTP for Authentication security.
- Provide Application Business Service with the capability to distinguish between Technical and Business error and handle each one in a separate manner.

## 7. Testing Requirements

The solution will undergo comprehensive testing following Eskom's standards to ensure its completeness and authenticity. The testing team is responsible for gathering testing requirements, creating test cases, and executing the tests to thoroughly evaluate the solution for deployment within Eskom's IT environment.

Please note that the following:

- All testing, except unit testing, will be conducted by the Eskom testing team. The tenderer is responsible for conducting unit testing.
- All testing (including unit testing) must be performed within Eskom's test management systems, such as Application Lifecycle Management (ALM), LoadRunner (for performance testing), and Unified Functional Tester (UFT). The implementation team must coordinate with the testing team to ensure sufficient time is allocated for testing, and that all testing activities are incorporated into the project schedule.
- Before the official test cycle begins, the development team must provide unit test results, adhering to the entry and exit criteria outlined in the master system test plan. A signed-off test closure report is required before marking any test milestone as complete.

The following tests and milestones must be completed:

- **Unit Testing (Development Environment):** Results provided by the tenderer's development team.
- **System Integration Testing & Functionality Testing (QA Environment):** This includes end-to-end functional testing and integration testing, ensuring the solution works with other systems and meets all requirements. The Eskom testing team will lead and execute this testing, while the tenderer's team must provide necessary inputs.
- **User Acceptance Testing (Pre-Prod Environment):** Facilitated by the testing team but executed by Eskom's customer/business team to verify that the system meets the requirements defined in the BRS for completeness and authenticity.
- **Non-Functional/Performance Testing (Pre-Prod Environment):** Led and executed by the performance tester.
- **Disaster Recovery Testing (for the on-premise option).** Led and executed by the Disaster recovery team.

All testing requirements must cover all identified interfaces that have been identified. The testing team must adhere to the Testing Centre of Excellence (TCoE) standard document provided as part of the RFP documentation.

## 8. Security Requirements

The following are security requirements for the Insurance Management System:

1.1. The following requirements are applicable only to Cloud solution.

- a) External Third-Party Attestation Reports (Note: SOC reports are only applicable to Cloud Services such as SaaS, PaaS, and IaaS, not systems hosted on Eskom's Azure tenant/virtual private cloud (VPC) and on-prem on the Eskom corporate local area network (LAN)/business information network (BIN): SOC 1 Type II and SOC 2 Type II is an attestation standard put forth by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) that addresses



engagements undertaken by a service auditor for reporting on controls at organizations that provide cloud services to user entities. The Cloud Service Provider (CSP) shall:

- b) 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 Service Organisation Control (SOC) 1 and SOC 2 Type II reports, such attestation reports shall be submitted to Eskom for review.
  - c) Up to once per period of twelve (12) months, the CSP will provide comprehensive summaries of its latest SOC 2 report at no cost upon Eskom's written request.
  - d) if the SOC Reports indicate any deficiencies or matters requiring attention, the CSP shall use commercially reasonable efforts to address all such items without any costs to the Eskom.
  - e) Subject to Section 10.1.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 the Eskom at no cost, and such bridging letter shall not cover a period exceeding three (3) months.
  - f) The Insurance Management System shall be able to integrate with existing Eskom's MS (Microsoft) on-prem active directory (AD), Identity (MDI), MS Entra ID, and Multi Factor Authentication (MFA) to enable Single sign-on (SSO). This requirement is applicable to both Cloud and On-premises solution.
- 1.2. Role base access control (RBAC) shall be employed. This requirement is applicable to both Cloud and On-premises solution.
  - 1.3. Data at rest (using AES-256), in use and in transit or in motion (using TLS 1.2, or later version) shall be encrypted. This requirement is applicable to both Cloud and On-premises solution.
  - 1.4. Audit trails, logs, user administration and user activity logs shall be enabled, encrypted, and securely kept with limited access to administrators. This requirement is applicable to both Cloud and On-premises solution.
  - 1.5. Sensitive information such as personal identifiable information (PII) data in development environment shall be masked. This requirement is applicable to both Cloud and On-premises solution.
  - 1.6. Incremental daily back-ups shall be done, encrypted, and securely kept offsite.
  - 1.7. Real-time data synchronization or data replication to a secondary or disaster recovery (DR) site, located in different regions shall be employed. This requirement is applicable to both Cloud and On-premises solution.
  - 1.8. Disaster Recovery Plan (DRP) shall be defined, annually tested and such DRP test results shall be submitted to the Eskom Cyber Security team. This requirement is applicable to both Cloud and On-premises solution.
  - 1.9. Back up Restore Plan and Procedure shall be defined, annually tested and such test results shall be shared with the Eskom Cyber Security team. This requirement is applicable to both Cloud and On-premises solution.
  - 1.10. Patch Management Process shall be defined. The software updates and patches shall be tested on non-production environment prior being deployed into production environment. This requirement is applicable to both Cloud and On-premises solution.
  - 1.11. The static application security test (SAST), dynamic application security test (DAST) and penetration test shall be conducted prior deploying the cloud system and on-prem system to production environment, all critical, high, and medium vulnerabilities shall be addressed prior deploying production environment, and the summary of the test results shall be submitted to the Eskom Cybersecurity team for review and acceptance. This requirement is applicable to both Cloud and On-premises solution.
  - 1.12. The CSP shall comply with applicable privacy and protection of personal information Acts such as GDPR in European Union (EU) and POPIA in South Africa (SA) where the cloud service is hosted, and the region where the data subjects are physically located. This requirement is applicable to only Cloud solution.
  - 1.13. The CSP shall notify Eskom immediately or within 24 hours when any cyber security breach has occurred. Although the GDPR and the South African Cybercrimes Act 19 of 2020 states that the notification shall be sent within 72 hours, Eskom shall be notified sooner to allow Eskom to notify the

information regulator and take necessary actions to minimize the impact on Eskom. This requirement is applicable to only Cloud solution.

- 1.14. The CSP shall notify Eskom within one (1) month if there are any significant changes to the business, platform and hosting service provider or any change that could have an impact the security assessment conducted and the auditor's opinion on the SOC audit. This requirement is applicable to only Cloud solution.
- 1.15. The database shall be placed within Eskom corporate LAN/BIN network (if hosted on premise) and partner private network (If hosted in the cloud) behind the perimeter firewall. This requirement is applicable to both Cloud and On-premises solution.
- 1.16. Database Security tools shall be employed to provide regulatory compliance, encryption, key management, granular access controls, flexible data masking, comprehensive activity monitoring, and sophisticated auditing capabilities. This requirement is applicable to both Cloud and On-premises solution.
- 1.17. Distributed Denial of Service (DDoS) protection mechanism shall be employed for all databases. This requirement is applicable to both Cloud and On-premises solution.
- 1.18. Web Application Firewall (WAF) for all internet facing applications and/or web-based applications shall be employed. This requirement is applicable to both Cloud and On-premises solution.
- 1.19. The Cloud Service shall support the prevailing enterprise services bus (ESB), application programmable interfaces (API's) and Integration Platform as a Service (iPaaS) platforms for security, logging and monitoring for both on-prem, hybrid-cloud and multi-cloud environments such as [IBM App Connect](#), [TIBCO Cloud Integration \(including Business Works and Scribe\)](#), WSO2 Carbon, [Software AG web Methods](#), Neuron ESB, Apache Camel, WebSphere Message Broker, [RSSBus Connect](#), Azure Service Bus and Oracle Service Bus, Salesforce MuleSoft, IBM DataPower, Oracle API Platform, Cycle, Dream Factory JDBC, Microsoft SQL Server Integration Services (SSIS), SAS Data Integration Studio, Integration Adaptor DirXML, Oracle X AI Services, SAP Business Process Automation, SAP NetWeaver, Oracle Fusion Middleware, Connect Direct, HP Data Protector, WINSCP, FreeFileSync, SAP PI/PO, SAP CPI, HP SOA Systinet, JCAPS, Cloud Pak for Data, K2, Microsoft Power Automate and Zapier but not limited to these listed. This requirement is applicable to both Cloud and On-premises solution.
- 1.20. The Cloud Service shall provide e-Discovery capability to identify, collect and produce electronically stored information (ESI) in response to a request for production in a lawsuit or investigation as part of the cloud services offered. This requirement is applicable to both Cloud and On-premises solution.

## **9. Licence Management for Maintenance and Support**

Eskom's required solution can be hosted either on-premises or in the cloud. It must include a 5-year support contract and 3 months of system stabilization support post-implementation. The tenderer must outline the following details for each proposed option.

### **a) SaaS solution with RSA hosting and processing**

- The solution components and versions are to be used across all Eskom environments (i.e., Architecture Detailed Designs, Development, Testing, Disaster Recovery, Pre-production, and Production).
- Provision of development, testing and pre-production environments.
- 24 X7 and 99.9% availability of all services including redundancy.
- Operational monitoring of the insurance management solution to be integrated with Eskom's monitoring operations.
- Disaster Recovery of the services.

**b) On-premise solution**

- The proposal should include infrastructure specifications and sizing; however, this should not be costed since Eskom has an infrastructure provider through its hybrid contracts.
- Infrastructure provisioning should cater for QA, Pre-prod, Development, Production and DR.
- The solution components and versions are to be used across all Eskom environments (i.e., Architecture Detailed Designs, Development, Testing, Disaster Recovery, Pre-production, and Production).
- 24 X7 and 99.9% availability of all services including redundancy.
- Operational monitoring of the insurance management solution to be integrated with Eskom's monitoring operations.
- Disaster Recovery of the services.

**10. Training/Transfer of skills**

The tenderer must provide the following:

**a) Training during implementation**

- Provide a separate training environment that reflects the to-be production environment.
- Compile and provide a training strategy will be for all stakeholders. The type of training required will be based on the impact on business processes human resources.
- Provide customised training material that incorporates Eskom's processes for the solution. Training material content is to be placed on Eskom Learner portal and needs to conform to the Eskom learning centre standards.
- Provide onsite classroom-based, and web-based training for end-users and system support staff on a pre-booked basis.

**b) Training after implementation**

- Mentor Eskom resources through the installation, configuration and deployment stages using a defined skills transfer program.
- Transfer skills and Knowledge to 10 (Ten) Group Technology Support Resources, who will be providing first level support.
  - Identified Information technology (IT) support staff to be trained on the solution, especially where integration is implemented with existing / other Eskom enterprise solutions.
  - Backend training for support staff and administrators
- Provide Twenty (20) working days once-off training (for the duration of the contract) to at least Fifty (50) system Super-users from ESCAP, Eskom, and associated companies; and
- Ten (10) Technical Support staff from Group Technology for On-premise solution.

## 11. IT Standards

The tenderer is to ensure adherence to Eskom architectural standards as far as possible and where applicable. The following base ICT standards apply – refer to especially the grey shaded standards below:

Integration	End interface points, whether consuming or providing, needs to be done in a secure fashion. Eskom standard is Oracle Fusion and IBM DataPower Gateway underlying the present Enterprise Integration Platform/ Service Bus.
Authentication	<ul style="list-style-type: none"> <li>• MS Active Directory</li> <li>• Azure AD</li> </ul>
Server virtualisation	It is expected that the solution should be able to run in a virtualised environment. Clear motivation and reasons will have to be provided where it is not possible. Current Standards of on-premises environment: <ul style="list-style-type: none"> <li>- VMware vSphere 7 or higher,</li> </ul> PowerVM (RISC) (only exceptional cases shall be supported)
Storage virtualization	Ability to be hosted behind an SVC
Database	<ul style="list-style-type: none"> <li>• MS SQL 2022 or higher</li> <li>• IBM DB@ V11.5 or higher</li> <li>• Others, any DB not listed above will be treated as an exception</li> </ul>
Server OS	<ul style="list-style-type: none"> <li>• Microsoft Windows Server 2022 64bit</li> <li>• SuSe Linux SLES 15</li> <li>• AIX 7</li> </ul>
Client OS	<ul style="list-style-type: none"> <li>• Windows 10 or higher</li> </ul>
Browser	<ul style="list-style-type: none"> <li>• MS Edge</li> <li>• Mozilla FireFox V60 or higher</li> <li>• Others (will be treated as exceptions)</li> </ul>
Load Balancer (ADM)	<ul style="list-style-type: none"> <li>• F5 Viprion</li> </ul>
Backup	<ul style="list-style-type: none"> <li>• NetBackup</li> </ul>
Communication Protocol	<ul style="list-style-type: none"> <li>• TCP/IP</li> </ul>
Desktop/Laptop specifications	<ul style="list-style-type: none"> <li>• Provide the minimum applicable specifications for a user desktop or laptop</li> </ul>

**Table 5: Group Technology's standards.**

## 12. Safety

The tenderer's resources are expected to work on site at prescribed Eskom's offices. Therefore, the resources will be required to consult with the Occupational Health and Safety Practitioner to adhere to Safety, Health, and Environmental (SHE) requirements which are mandatory.

## 13. Service Level Agreement requirements.

Eskom will provide 1st line support. The tenderer must provide 2nd, 3rd and 4th line support which includes a clearly defined escalation process.

The solution is categorized as business-critical, necessitating business working days availability and support.

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

##### Management meetings

The *Consultant* is not entitled to bill a time charge for management meetings and meetings of a specialist nature as specified elsewhere in the scope unless specified and agreed by both parties prior to the meeting.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____	[•]	<i>Employer's Agent, Consultant and Contracts Management</i>
Overall contract progress and feedback	Monthly on _____ at _____	[•]	<i>Employer's Agent , Consultant and [•]_____</i>
Quarterly Contracts Management Meetings	Quarterly on _____ at _____	[•]	<i>Employer's Agent, Consultant and Contracts Management</i>
SLA Meetings	Monthly on _____ at _____	[•]	<i>Employer's Agent, Consultant and Contracts Management</i>

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

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

##### **Consultant's key persons – *Consultant to complete full team details if necessary***

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

##### **Provision of bonds and guarantees**

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

The *Employer* may withhold payment of amounts due to the *Consultant* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Consultant* by the

*Employer's Agent* to receive and accept such bond or guarantee. Such withholding of payment due to the *Consultant* does not affect the *Employer's* right to termination stated in this contract.

## **15. Documentation control and retention**

### **Identification and communication**

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

### **Retention of documents**

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the services in the form stated in the Scope. Records such as contracts, addendums, task orders, work completion certificates, reports etc. must be retained in PDF format. Working files, such as drawings, designs, correspondence, information etc. must be retained in its original file format or hard copy where applicable. Note the time period for which the *Consultant* is to retain such documents is five years after the completion date of the contract.

## **16. Quality management –**

### **System requirements**

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

### **Information in the quality plan**

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

## **17. The Parties use of material provided by the *Consultant***

### ***Employer's* purpose for the material**

The *Employer* has the right to use the material provided by the *Consultant* in relation to the execution of the work as stated in C3.1 of the contract data.

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

The *Consultant* may not use the material provided by him under this contract for other work unless prior approval is granted by the *Employer*.

## **18. Transfer of rights if Option X 9 applies**

Option X9 states: The *Employer* owns the *Consultant's* rights over material prepared for this contract by the *Consultant*, *there is no exception to this clause*.

If a subconsultant is brought in to assist in the execution of the works, the *Consultant* obtains rights over material prepared by the subconsultant on behalf of the *Employer*.

## **19. Management of work done by Task Order**

Procedures for management of Task orders:

- When the Employer requires a portion of the scope to be executed, a Task Order will be issued to the Consultant detailing what is required with expected costs as outlined in C2.2 of the contract data.
- The Consultant returns the signed Task Order accepting the task and associated prices.
- Upon receipt of the signed Task Order the Employer will create a Purchase Order and provide the Purchase Order to the Consultant.
- The Consultant does not render services until they are in receipt of a valid Purchase Order corresponding to a particular Task Order.
- Once the work as outlined on the Task Order is complete the Consultant will submit a Work Completion Certificate (template to be provided) to the Employer detailing what work has been done and the amount due to the Consultant for the work done. The Work Completion Certificate must be accompanied by relevant evidence that the work was completed.
- The Employer will review the Work Completion Certificate for completeness and accuracy and return a signed copy to the Consultant.
- The Consultant may only submit an invoice for payment after receiving a signed work Completion Certificate from the Employer.

## 20. Health and safety

The *Consultant* shall comply with the Health and Safety requirements as contained in the Occupational Health and Safety Act 85 of 1993 including its applicable Regulations. Furthermore *Contractor* shall be required to comply to Eskom's SHEQ policy, procedures and Eskom Life Saving rules.

*Consultant* to adhere to Eskom Site Safety requirements and ensure that a Safety File is available at every site where scope of works is being executed.

*Consultant* to ensure supervision of works at all times and works are carried out as per approved *Contractors* Health and Safety plan.

## 21. Procurement

**BBBEE and preferencing scheme – (As per BBBEE SDL&I report)**

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

**22. Other constraints – (eg. NIPP requirements where applicable)**

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

## 23. Correction of Defects

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

#### **24. Working on the *Employer's* property**

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

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

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

#### **26. People restrictions, hours of work, conduct and records**

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

#### **27. Cooperating with and obtaining acceptance of Others – if there is a dependency between consultants, include information below)**

This sub-paragraph could be used to deal with two issues.

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

#### **28. Things provided by the *Employer***

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

#### **29. Cataloguing requirements by the *Consultant***

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