

**NEC3 Professional Services Contract (PSC3)**

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

**and
(Reg No.)**

**for Provision of IT Professional Services on an as and
when required basis.**

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CONTRACT No. [46]

Start Date: As per Augmentation phase start date

End Date: 14 October 2029

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	[3]
C1.2a	Contract Data provided by the <i>Employer</i>	[21]
C1.2b	Contract Data provided by the <i>Consultant</i>	[1]

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:

Provision of IT Professional Services on an as and when required basis for a period of 5 years

<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.
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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	Cost reimbursable
Value Added Tax @ 15% is	Cost reimbursable
The offered total of the Prices inclusive of VAT is	Cost reimbursable
(in words) 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 and Acceptance)	Agreements and Contract Data, (which includes this Form of Offer
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

Employers Agent Signature:

Name

Name:

Capacity

Capacity:

**for the
Employer**

Eskom Holdings SOC Limited

Name &
signature of
witness

Date

Name:

C1.2a PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 :Employer's Agent
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	
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
11.2(9)	The services are	Provision of IT Professional Services on an as and when required basis for a period of 5 years
11.2(10)	The following matters will be included in the Risk Register	Risks will be tabled and registered as risk arises
11.2(11)	The Scope is in	Part 3: Scope of Work

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

12.2	The law of the contract is the law of	the Republic of South Africa	
13.1	The language of this contract is	English	
13.3	The period for reply is	1 week	
13.6	The period for retention is	2 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 Stakeholders	Duration of Contract
		2 Office Space	Duration of Contract
		3 As per task services	Duration of Contract
3	Time		
31.2	The starting date is.	As per Augmentation phase start date	
11.2(3)	The completion date for the whole of the services is.	14 October 2029	
11.2(6)	The key dates and the conditions to be met are:	Condition to be met	
	SDL&I Reporting	1 Reporting as per cumulative value	
31.1	The Consultant is to submit a first programme for acceptance within	1 week after notification by <i>Employer</i>	
32.2	The Consultant submits revised programmes at intervals no longer than	1 week	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	4 weeks of the Contract Date.	
41.2	The defects date is	4 weeks after Completion of (task) the whole of the services.	
5	Payment		
50.1	The assessment interval is	between the 25 th - 30 th day of each successive month.	
50.3	The expenses stated by the <i>Employer</i> are	Item	Amount
		Travel rate	As per Eskom Standard Travel rate
		Accommodation	As per Eskom Standard Travel rate

		Flights	As per Eskom Standard Travel rate
51.1	The period within which payments are made is	30 days upon receiving a valid tax invoice	
51.2	The currency of this contract is the	South African Rand	
51.5	The interest rate is	the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due, 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	
6	Compensation events	NEC PSC Contract clause 6 applies	
7	Rights to material	NEC PSC Contract clause 7 applies	
8	Indemnity, insurance and liability	NEC PSC Contract clause 8 applies	
82.1	The Consultant’s 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	
9	Termination	NEC PSC Contract clause 9 applies	
10	Data for main Option clause		
G	Term contract		

21.4	The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than	As per accepted Task Order
11	Data for Option W1	
W1.1	The Adjudicator is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The adjudicator nominating body is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng South Africa
	The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	Cost Price Adjustment will be applied Annually and based on Stats SA CPI indices.
X2	Changes in the law	
X2.1	The law of the project is	South African Law
X7	Delay damages	
X7.3	The Consultant pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until Task Completion	
X9	Transfer of rights	

X9.1	The <i>Employer</i> 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 <i>Employer</i> as stated in the Scope and obtains from a Subconsultant equivalent rights for the <i>Employer</i> over the material prepared by the Subconsultant. The Consultant provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i> .	
X10	The Employer's Agent	
X10.1	The <i>Employer's Agent</i> is	
	Name:	No 1 Maxwell Drive, Sunninghill
	Address	Management and Monitoring of the IT Professional Services Panel
	The authority of the <i>Employer's Agent</i> is	Each Task Order will have an Agent appointed to manage the services as per task order awarded.
X11	Termination by the <i>Employer</i>	
X11.1	The <i>Employer</i> may terminate the Consultant's obligation to Provide the Services for a reason not stated in this contract by notifying the Consultant.	
X11.2	If the <i>Employer</i> terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between the forecast of the final total of the Prices in the absence of termination and the total of the other amounts and costs included in the amount due on termination.	
X18	Limitation of liability	
X18.1	The Consultant's liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The Consultant's liability to the <i>Employer</i> for Defects that are not found until after the defects date is limited to:	The total of the task order Prices
X18.3	The end of liability date is	After Completion of the whole of the task order.
Z	The Additional conditions of contract are	
	Z1 to Z18 always apply.	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within **seven** days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the 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 <i>Consultant</i> or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,
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 <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,
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>	Total of the task order prices	End of task order services
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>	<u>Loss of or damage to property:</u> 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 <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	End of task order services
Liability for death of or bodily	The amount required by the	End of task order

injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	applicable law	services
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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.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether 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.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne

asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z 15 Consultant Obligations**Z15.1 SDL&I Undertaking****1. Local Procurement Content**

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. Tenderers are required to submit proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100% of contract amount	100% of the contract amount

2. Skills development

Tenderers are required to develop the unemployed candidates in the ICT skills listed in the table below. These candidates must obtain OEM certified qualifications in these ICT skills / occupations that will give them mobility in the ICT market for employment. Skills development is intended to address Eskom’s core, scarce and critical skills and the Mict SETA scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

The Institute of Information Technology Professionals South Africa (IITPSA) can assist by providing a list of eligible candidates and to guide these candidates in getting recognition as ICT professionals.

ICT Skill type / Occupation	Eskom target
Certified Network Defender	30
Identity governance administrator	30
Microsoft certified: Identity and access administrator associate	30
Systems Security Certified Practitioner	30
IBM Cybersecurity Analyst Professional Certificate	30
Software testing	30
End-user computing	15
Flexera Software Asset Management administrator	15
CompTIA Security	15
Architect (Cloud, Information & Data, Enterprise, Data analytics, Integration)	30
Network engineer	15

Infrastructure engineer	15
MCSE Core infrastructure	30
Microsoft Technology Associate	30
CompTIA A+	30
CompTIA Networks	15

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

The Consultant is required to train one candidate for every cumulative R 3 000 000.00 of task orders.

Note: Consultant is required to take full responsibility for the total cost of developing the requisite skills, and the *Employer* shall not make any financial contribution towards the fulfilment of this obligation. The Consultant is advised to approach their relevant SETAs to access grants and subsidies as well as South African Revenue Services for tax incentives that are earmarked for skills development initiatives.

Z15.2 SDL&I Retention and Performance Security

The *Employer* will apply a retention of 2.5% on every invoice amount for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a retention of 2.5% on every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; **or** failure to meet the SDL&I obligations in a contract.

Z15.3 Reporting and Monitoring

- The *Consultant* shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- The *Employer* shall review the SDL&I reports submitted by the *Consultant* within 60 (sixty) days of receipt of the reports and notify the Consultant in writing if their SDL&I obligations have not been met.
- Upon notification by the *Employer* that the *Consultant* has not met their SDL&I obligations, the *Consultant* shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Z15.4 General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering Consultant status must be indicated. For QSEs, the deponent must select the basis for the empowering Consultant status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Z16 POPIA

- Z16.1 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**").
- Z16.2 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.
- Z16.3 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.
- Z16.4 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: -

Z16.4.1 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

Z16.4.2 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;
- 16.4.2.2 specified, legitimate and explicit purposes of Processing; and
- 16.4.2.3 adequate, relevant and not excessive Processing.

Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:

Z16.5.1 the other Party's Processing of the Shared Personal Data; or

Z16.5.2 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.

Z16.6 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:

Z16.6.1 promptly and without undue delay forward the request to the other Party; and

Z16.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.

Z16.7 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.

Z16.8 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.

- Z16.9 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.
- Z16.10 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.
- Z16.11 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

- Z17.1 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;
- Z17.2 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 –
- Z17.2.1 having regard to:
- Z17.2.1.1 any requirement set forth in law, stipulated in industry rules or in codes of conduct or by a professional body; and
 - Z17.2.1.2 generally accepted information security practices and procedures which apply to (i) the *Consultant's* business; and (ii) to the *Employer*.
- Z17.2.2 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 –

Z17.2.2.1 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;

Z17.2.2.2 with the *Employer* prior written approval, implement and maintain appropriate safeguards against the risks identified by the *Consultant*.

Z17.2.2.3 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.

Z17.2.2.4 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.

Z17.3 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.

Z18 Notification of Security breach

Z18.1 In the event of a security compromise or breach, the *Consultant* shall-

Z18.1.1 notify the *Employer* in writing, at infosecurity@eskom.co.za immediately, if possible, but no later than 24 hours of the *Consultant* becoming aware of or

suspecting any unauthorized or unlawful activity:

Z18.1.1.1 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.

Z18.1.1.2 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.

Z18.1.1.3 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.

Z18.1.1.4 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

Z18.1.1.5. 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.

Z18.1.2 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.

Z18.1.3 provide reasonable evidence of the *Consultant's* compliance with its obligations under this clause to the *Employer* on reasonable notice and request.

Z18.1.4 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;

Z18.1.5 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.

C1.2b Contract Data

Part two - Data provided by the *Consultant*

Clause	Statement	Data																		
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.																			
22.1	The <i>key person is</i> : 1 Name: Job: Responsibilities: Qualifications: Experience:																			
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	Panel end date 14 October 2029																		
11.2(10)	The following matters will be included in the Risk Register	As risk arises																		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<table><tr><td colspan="2">access to</td><td colspan="2">access date</td></tr><tr><td>1</td><td>Stakeholders</td><td colspan="2">Duration of Contract</td></tr><tr><td>2</td><td>Office Space</td><td colspan="2">Duration of Contract</td></tr><tr><td>3</td><td>As per task services</td><td colspan="2">Duration of Contract</td></tr></table>			access to		access date		1	Stakeholders	Duration of Contract		2	Office Space	Duration of Contract		3	As per task services	Duration of Contract	
access to		access date																		
1	Stakeholders	Duration of Contract																		
2	Office Space	Duration of Contract																		
3	As per task services	Duration of Contract																		
31.1	The programme identified in the Contract Data is	Refer to project programme / task order																		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	refer to a schedule in Part C2.2																		
G	Term contract																			
11.2(25)	The <i>task schedule</i> is in	Rands																		

PART 2: PRICING DATA**PSC3 Option G**

Document reference	Title	No of pages
C2.1	Pricing assumptions : Option G	[2]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[3]

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 - the Time Charge for work which has been completed on time based items on the Task Schedule and - 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.
		(20) The Prices are - the Time Charge for items described as time based on the Task Schedule and - the lump sum price in the Task Schedule for each other item.

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.
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and

Assessing the amount due	50.3	The amount due is - the Price for Services Provided to Date, - the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and - other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>.
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Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

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

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 Expenses Guide

As per approved Eskom Business Travel Management Procedure 32-1042 (extract)- To be reviewed and approved from time to time.

GENERAL

- All travel arrangements and expenses must be pre-approved by the relevant appointed project manager / *Employer's* agent.
- The most viable (i.e., cost, safety, time, route, distance, etc.) available travel services must be booked.
- Proof (receipts) needs to be submitted with all claims.
- All travel claims should be completed within 21 calendar days from traveller's return.
- All T&S arrangement is the responsibility of the *Consultant*.

A. Per kilometre allowance for business travel

- Eskom approved rate per kilometre - **R4,32** (Aligned to approved rates)
- Home – work - home will not be claimed.

B. Accommodation

- Overnight accommodation may only be booked where the return trip exceeds 300 km.
- 3 Star accommodation for *consultants* / contractors / suppliers.

ANNEXURE A: ACCOMMODATION RATE AND STAR GRADING

Table 1: Maximum rate levels for domestic accommodation and meals

Vouchers include	Band 1	Band 2	Band 3
	Room only Tourism levy VAT	Room and breakfast Tourism levy VAT	Room, breakfast, and dinner Tourism levy VAT 2 X non-alcoholic beverages at dinner
Graded hotel or boutique hotel			
3 star	R1 190	R1 310	R1 530
4 star	R1 360	R1 470	R1 700
5 star	R2 280	R2 401	R2 740
Graded bed and breakfast, country house, or guest house			
3 star	R980	R1 150	R1 350
4 star	R1 090	R1 260	R1 460
5 star	R1 300	R1 480	R1 680
Graded self-catering			
3 star	R1 190		
4 star	R1 360		
5 star	R1 570		
Maximum for meals			
Breakfast	R100,00		
Lunch	R158,50		
Dinner	R158,50		
Claim for a meal without a voucher	R60,50 (applicable to FDA1 only)		

Table 2: Fixed Daily Allowance (FDA) for domestic accommodation

Voucher included	FDA option allowed	Amount	Comments	Note
Bed only	FDA 2	R392,90	No meal expenses can be claimed.	Accommodation invoice must be attached when settling travel requests
Bed and breakfast	FDA 1	R121,50	Meal claims for lunch and dinner only are allowed.	
Bed, breakfast, dinner	FDA 1	R121,50	Meal claim for lunch only is allowed.	
Full board (Bed, breakfast, lunch, and dinner)	FDA 1	R121,50	No meal claims for breakfast, lunch, and dinner are allowed.	
Own overnight arrangements	FDA 3	R635,00	No meals or accommodation can be claimed.	N/A

NB: FDA is not applicable when travelling for training, according to COS. The traveller may claim for expenses incurred, that is, meals, during the training, if meals are not supplied by the venue

Table 3: Maximum star grading per employee level for domestic accommodation

Employee level	Star grading
Board members, non-executive Board members, serving on a governance committee and Executive Directors, employees at the level of management that report directly to the Chief Executive Officer	4 stars
All other employees	3 stars

C. Car rental**3.8. Car rental**

3.8.1. All travellers may only hire vehicles from category Group B or an equivalent class. Refer to the permissible car rental vehicle category under Table 1 of Annexure B. Travellers are encouraged to select the most cost-effective vehicle in terms of allowed class and cost.

- Where more than one traveller is travelling to the same site, they must co-ordinate the renting of cars to reduce the cost.

D. Parking and toll fees**3.15. Process parking and tollgate claim**

- 3.15.1. Parking and tollgate costs incurred while on an official business trip are reimbursable, and the traveller must supply proof of expenses and scan the receipts when submitting the claim on the system.
- 3.15.2. Claims not accompanied by the relevant proof of payment (i.e., receipts) will be regarded as non-compliant and will not be paid.

E. Non claimable expenses

3.17.15. All additional expenses such as private phone calls, newspapers, alcoholic drinks, toiletries, movies, and tips for porters, shall be for the traveller's own account.

ANNEXURE C: REIMBURSABLE AND NON-REIMBURSABLE EXPENSES

Table 1: Reimbursable and non-reimbursable expenses

Reimbursable expenses		Non-reimbursable expenses	
The following expenses are reimbursable while on official business and claimable on submission of proof of expenditure:		The following expenses <u>may not</u> be claimed:	
a.	Parking costs at airports, hotels, and conferences	a.	Tips or gratuities for waiting staff, included in the bills of meals
b.	Toll fees	b.	Room service or tray service
c.	Laundry expenses	c.	Alcoholic beverages
d.	Cost of meals (if not included in the accommodation voucher)	d.	Consumable items were taken from mini bars in an accommodation establishment
e.	Mileage on the use of private vehicle	e.	Personal phone calls
f.	Use of business centres and communication at accommodation establishments or event facilities	f.	Private travelling
g.	Business travel vaccination requirements	g.	Internet connectivity for private purposes at accommodation establishments, airports, and other public places
h.	Visas or expenses related to obtaining business visas or passports	h.	Fees incurred to access the health club or fitness centres of accommodation establishments
i.	Excess luggage if it is for business purposes	i.	Any other expenses not directly related to official business
j.	Loss because of exchange rate fluctuations		
k.	Public transport expenses		
l.	Refuelling of hired vehicles		
m.	Any other expenses related to the official business trip on a case-by-case basis and approved by the Delegated Authority/Authorised Person		

F. Flights

- Economy class only
- Changes to flight bookings will not be claimable.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	<i>Employer's Scope</i>	8

C3.1: EMPLOYER'S SCOPE

The *Consultant* has complied for the followings Sub-Panels and Streams:

The scope of work is to provide IT resources and/or Turnkey Deliverables on an as and when required basis.

Each RFQ will include a full scope document.

TASK ORDER ALLOCATION PROCESS

Mini RFQ's will be issued to the panel members based on the services required. Price and B-BBEE (Preferential Point System) in terms Of PPPFA will be applied.

The successful tenderer to be awarded the task order, will be the highest ranked in terms of 80/20 Preferential Point System as per table below.

Price and BBEE E scoring will be carried out in terms of the table below:

80 Points
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

Prices will be evaluated as follows:

- Inclusive of VAT.
- Making the specified correction for arithmetical errors.
- Excluding contingencies in any bill of quantities or activity schedule.
- Making an appropriate adjustment for any other acceptable variations, deviations, or alternative tenders submitted.
- Making a comparison of the Net Present Value of each adjusted tender based on the tendered programme (if provided) and prices, on the estimated effect of Price Adjustment Factors and rate of exchange fluctuations (if applicable) and on other evaluation parameters relating to uncertainty and risk, where applicable.
- Unconditional discounts must be taken into account for evaluation purposes.
- Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is effected.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points

Allocation of preference points.

B-BBEE Status Level of Contribution	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- To claim preference points, a tenderer must submit the proof of B-BBEE status level of contributor (e.g., a valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit).
- Failure on the part of a *Consultant* to submit “proof of B-BBEE status level of contributor” for purposes of evaluation and scoring by the tender closing will not result in disqualification (if tenderer is otherwise deemed to be responsive/acceptable in all other aspects). The tenderer will, however, be scored zero on B-BBEE for purposes of PPPFA scoring and ranking.

OTHER CONTRACTUAL SCOPE REQUIREMENTS

Constraints on how the *Consultant* Provides the Services.

Resource Contractual Obligations

Eskom limits its obligations solely to the *Consultants* and not the resources placed through task order process. All HR and IT matters to handle by the *Consultant*.

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	Attendance by:
Risk register and compensation events	To be Confirmed	To be confirmed
Overall contract progress and feedback	As and when required	<i>Employer's Agent</i> , Agent, <i>Consultant</i> and Contracts Management
Quarterly Contracts Management Meetings	Annually	<i>Employer's Agent</i> , Agent, <i>Consultant</i> and Contracts Management
SLA Meetings	As when required by Task Order Agent	<i>Employer's Agent</i> , Agent, <i>Consultant</i> and Contracts Management

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

To be confirmed at Task Order level

DOCUMENTATION CONTROL AND RETENTION

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.

INVOICING AND PAYMENT

To ensure efficient handling and payment of your invoices, it is essential that you refer to the mandatory legal and Eskom Holdings SOC Ltd requirements to be added to every invoice or credit note.

Eskom may withhold payment if a vendor's invoice is inaccurate, without supporting documentation or does not meet Eskom's invoice, legal or tax requirements.

Consultant Information – What You Need to Know

Payment terms

Every invoice must follow an established payment process according to your contracted payment terms. Payment will take place, as per contract term, from date of valid tax invoice receipt.

Ordering and payment

Eskom pays its registered vendors via EFT. No goods or services should be supplied without receiving an Eskom purchase order. All purchase order numbers must be included on the invoice. No invoice will be paid if the correct purchase order number is not quoted on the invoice.

To ensure faster processing of invoices, please ensure that your billing invoice:

- **Reflects the purchase order number.** No invoice will be paid if the correct purchase order number is not referenced on the invoice
- Reflects your VAT registration number
- Reflects Eskom's VAT registration number 4740101508
- Reflects the total amount invoiced excluding VAT, the VAT amount and the invoiced amount including VAT
- Your Bank details.
- Matches our purchase order (line by line)
- Contains the proper units of measure
- Aligns with the purchase order price; and
- the payment terms on the invoice agrees with the payment terms on the order.

Note: You do not require a goods receipt (GR) number to submit your invoices.

Eskom will not affect payment until the goods or services have been received and supported by either a delivery note, works completion certificate and or timesheet.

Always ensure the remittance email address and name on your invoice are correct and that we have received the same information to update our records.

Where to and how to send invoices

Invoice should be submitted using the Email address below:

- **Local invoices:** invoiceseskomlocal@eskom.co.za
- **Foreign invoices:** To be sent to the contract advisor for processing

Details on how to submit invoices and additional information:

- The subject line on your email should only contain your vendor number.
- All electronic invoices must be sent in PDF format only.
- Each invoice in PDF should be named with your invoice number only.

- Each PDF file should contain one invoice, one debit note, or one credit note only. You may not submit more than one invoice per email.

Other requirements

The following documents are returnable every year and should be submitted to Eskom Vendor Management at the following email address: VendorMDM@eskom.co.za before the expiry date:

- Valid B-BBEE certificate / Affidavit
- Letter of good standing with the Department of Labour (COIDA)
- Tax clearance certificate

Any changes of directorship of the company during the period of any contract held with Eskom, you need to submit the changes together with supporting documents as issued by CIPC.

You also need to ensure that the National Treasury Central Supplier Database (CSD) is updated with all relevant information. Please visit www.csd.gov.za for the details.

Note:

- Failure to comply with the requirements above, may lead to your vendor number being blocked for transacting and payment.
- Please note that the crm_mdm@eskom.co.za is a system generated email with no-reply settings. DO NOT REPLY to it instead send correspondence to vendormdm@eskom.co.za

Who to contact for payment queries:

All queries and follow up on invoice payments, should be made by contacting the FSS Contact Centre:

E-mail: FSS@eskom.co.za

Tel: 011 800 5060

Required Vendor Registration documents

- CSD registration
- BBBEE certificate
- Banking details
- Share certificates
- COIDA Certificate
- SHE Report or Exemption letter from SHE Official
- Quality Report or Exemption letter from Quality Official
- Declaration of Interest
- Signed JV agreement (if applicable)
- Signed Trust Documents (if applicable)

Onboarding process

Eskom requires that all *consultants* that are awarded a task order be onboarded in order to gain the below.

- Unique number
- VPN access
- System access

On boarding process will be shared and timelines managed. Time taken to onboard resources cannot be claimed.

Quality management

System requirements

Quality Management systems as per Clause 40.1, and as per Task Order

Information in the quality plan

Provide as per Task Order requirements

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*.

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*.

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*.

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.

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

Other constraints

NIPP may apply, *Consultant* to comply to Regulations

Correction of Defects

Defects to be corrected as per clause 41.2

Working on the *Employer's* property

All Eskom property MWP and Site rules, policies and regulation should be adhered to.

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

All Eskom property, MWP and Site rules, policies and regulation should be adhered to.

People restrictions, hours of work, conduct and records

- All resources should have access to laptop, MS Teams and Projects online
- Hourly rates and per km rates are fixed for contract period.

- All resources should have access to laptop tools Teams and or other tools as specified at task order.
- All resource leave to be pre-approved by Eskom and should be managed to the minimum.
- Timesheet so be kept and signed off by Eskom on a monthly basis. Only actual hours worked can be claimed. All leave will be non-billable hours.
- All travel to be pre-approved.
- NDA's to be signed by all resources.
- In case resource does not perform to the expected standards, Eskom will notify *Consultant* and request replacement with resource on better standard.
- All resources to attend the monthly departmental meeting as required on site or virtually.
- Afterhours and weekend work will need to be approved up front before commencing with it, Overtime may not apply.
- All documents will be stored on SharePoint (or OpenText when go-live). All documents must be handed over to Eskom before contract expire / replacement of resource.
- Hybrid working policy will apply, subject to change when communicated by Eskom EXCO, In the event that working policy is changed no additional costs will be accepted.