



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**  
(Reg No. 2002/015527/30)

and

for  
Provision of subscription licenses and  
maintenance and support of an E-  
Recruitment system for a period of eighty-  
one(81) months

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CONTRACT No.

## PART C1: AGREEMENTS & CONTRACT DATA

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## C1.1 Form of Offer & Acceptance

### Offer

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

#### **Provision of subscription licenses and maintenance and support of an E-Recruitment system for a period of eighty-one(81) months**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

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 *Contractor* 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.

Options A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	
		<b>(Non-committed)</b>

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 *Contractor* 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

Tenderer's CIDB registration number:

<sup>1</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

## 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 Contractor 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: Service Information

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

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

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

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

Signature(s)

Name(s)  
Capacity

**for the  
Employer**

Name &  
signature of  
witness

*Eskom Megawatt Park, 2 Maxwell Drive,  
Sunninghill, Sandton, 2157*

Date

## Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. 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	N/A	N/A

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	_____	_____
Name & signature of witness	_____	Eskom Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton, 2157
Date	_____	_____

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	•	<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Orders</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	
	Email address	
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>Eskom Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton, 2157</b>
	Tel	<b>+27 73 730 5128</b>
	e-mail	<b>sibotozj@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Various Eskom sites</b>
11.2(13)	The <i>service</i> is	<b>Provision of subscription licenses and maintenance and support of an E-Recruitment system for a period of eighty-one(81) months</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(14)	The following matters will be included in the Risk Register	The risks will be identified during the term of the contract and will be listed on the Risk Register as and when it arises.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
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	2 working days
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the contract start date or to be determined by project/task order
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Provision of subscription licenses and maintenance and support of an E-Recruitment system for a period of eighty-one(81) months
4	<b>Testing and defects</b>	Contractor undertakes that services will be performed timeously in a professional manner with skill and care in accordance with IT industry best practise and warranted for a period of 90 days from the date of Service.
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	On the 26 <sup>th</sup> of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	60 days on receipt of a valid Tax Invoice provided to <a href="mailto:invoiceseskomlocal@eskom.co.za">invoiceseskomlocal@eskom.co.za</a>
51.4	The <i>interest rate</i> is	Zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment shall not be necessary to prove) for amounts due in Rands
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>Not applicable</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. to be defined as the contract progresses</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>As stated in "Annexure A" to this Contract Data, provided by the Employer</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>[R0]</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</b>	
9.1		The Employer may terminate for a reason not stated in this contract by notifying the Contractor
9.2		If the Employer terminates for a reason, other than the Contractor's breach, the Employer shall not be liable to pay for early termination penalties



<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Not Applicable</b>
<b>11</b>	<b>Data for Option W1</b>	Refer to Annexure B
W1.1	The <i>Adjudicator</i>	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	Refer to Annexure B
	Tel No.	Refer to Annexure B
	Fax No.	Refer to Annexure B
	e-mail	Refer to Annexure B
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

## 12 Data for secondary Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>																						
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table border="1"> <thead> <tr> <th>Proportion</th><th>Linked to index for</th><th>Index prepared by</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr> <td><b>Non adjustable</b></td><td></td><td></td></tr> </tbody> </table>	Proportion	Linked to index for	Index prepared by																<b>Non adjustable</b>			<p><b>[•]</b></p> <p>CPA will be effective annually on the anniversary of the Agreement on support resources only. The STATSSA website to be used: <a href="http://www.statssa.gov.za">Http://www.statssa.gov.za</a> to determine relevant movements in indices to establish CPI for local contents, the South African CPI will apply. This will apply to local resources and expenses. Whereas the United States of America CPI will apply to international resources and expenses.</p> <p>The Latest published annual average of the preceding year CPI history figures will be used as a basis to determine trends in the movement of CPI 2 months prior to contract anniversary.</p>
Proportion	Linked to index for	Index prepared by																					
<b>Non adjustable</b>																							
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>																					
<b>X17</b>	<b>Low service damages</b>	Refer to clause Z13																					
<b>X17.1</b>	The <i>service level table</i> is in	<b>Annexure C</b>																					
<b>X18</b>	<b>Limitation of liability</b>																						
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>																					
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b></p> <p><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015</a>.</p>																					
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <p><b>the total of the Prices at the Contract Date and</b></p> <p><b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on</b></p> <p><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>																					

X18.4	The <i>Contractor'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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <p>Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.</p>
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i> .
<b>X19</b>	<b>Task orders</b>	
<b>X19.5</b>	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>See Z1 to Z20 below</b>

## **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* 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 *Contractor* 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 *Contractor* 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 *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* 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 *Contractor* in writing.

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

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

- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* 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 P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

## **Z5 Confidentiality**

- Z5.1 The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, 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 *Contractor* 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.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*.  
Without limitation the *Contractor*:

Accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Contractor* (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.

**Z9            Notifying compensation events**

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- Z9.1 If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
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**Z10            *Employer's* limitation of liability**

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

**Z11            Supplier Development and Localisation**A. Skills Development candidates

TBC

B. Subcontracting

TBC

C. % Black Woman ownership

TBC

**Z12            POPIA Clause**

- Z12.1. For the purposes of this clause , 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").
- Z12.2 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.
- Z12.3 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.
- Z12.4 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:-
- Z12.4.1 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
- Z12.4.2 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:
- Z12.4.2.1 lawful, fair and transparent Processing;
- Z12.4.2.2 specified, legitimate and explicit purposes of Processing; and
- Z12.4.2.3 adequate, relevant and not excessive Processing.

- Z12.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z12.5.1 the other Party's Processing of the Shared Personal Data; or
- Z12.5.2 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.
- Z12.6 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:
- Z12.6.1 promptly and without undue delay forward the request to the other Party; and
- Z12.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z12.7 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.
- Z12.8 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.
- Z12.9 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.
- Z12.10 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.
- Z13 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**
- Z13.1 or had a business rescue order granted against it.

**Z14 Insurance**

Z14.1 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>	TBC	TBC
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><b><u>Loss of or damage to property:</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	TBC]
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	TBC

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

## **Z15 Nuclear Liability**

- Z15.1 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.
- Z15.2 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*.
- Z15.3 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*.
- Z15.4 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.
- Z15.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z16 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.
- Z16.1 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.
- Z16.2 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.
- Z16.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z16.4 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.
- Z16.5 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.
- Z16.6 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.
- Z16.7 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.

## Annexure A: Insurance provided by the Employer

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## Annexure B: The Employer's Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Ms Marumo Lekoto on 011 800 5383 or [[LekotoMH@eskom.co.za](mailto:LekotoMH@eskom.co.za)]

## Annexure C: Service Level Requirements

Service Level	Description	Escalation to SP	Escalation to OEM
Major	Business severely impacted	Response within 4 (four) hours – Level 1 Response within 8 (eight) hours – Level 2	Response within 8 (eight) hours – Level 2
Minor	Minor business impact / product failure	Response within 1 (one) business day – Level 1  Response within 2 (two) business days – Level 2	Response within 2 (two) business day – Level 2
Informational	Request for information	Response within 2 (two) business days – Level 1  Response within 3 (three) business days – Level 2	Response within 3 (three) business days – Level 3

**A penalty of 5% of the Task order value shall be applied, where service levels have not been met**

## C1.2 Contract Data

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

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

**Notes to a tendering contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. 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.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Email address.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	<b>100%</b> <b>0%</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As and when risks arise</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>Refer to data provided by the Employer.</b>
21.1	The plan identified in the Contract Data is contained in:	<b>Refer to data provided by the Employer.</b>
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

- 2
- Name:
- Job
- Responsibilities:
- Qualifications:
- Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is	R	

**PART 2: PRICING DATA**  
**TSC3 Option A**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]



## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

### Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

### Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

### Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:


- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

## C2.2 the *price list*

Item nr	Description	Unit	Estimated Quantity	Rate	Price
1.					
2.					
3.					
4.					
5.					
6.					

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	10
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	11

	<b>TENDER SCOPE OF WORK</b>  <b>Group Information Technology</b>	<b>Template Identifier</b>	240-IT042	<b>Rev</b>	1
		<b>Effective Date</b>	April 2023		
		<b>Review Date</b>	April 2028		

## C3.1: EMPLOYER'S SCOPE

### 1 Description of the services

Provision of subscription licenses and maintenance and support of an E-Recruitment system for a period of eighty-one(81) months

### Specification and description of the services

### 2 High level requirements

The purpose of this scope of work is to outline the requirements and functionalities of an Eskom-wide process for recruitment of employees to ensure legislative compliance, in line with business needs, transformational objectives, and integration with talent management. The system will host adverts on the Eskom Intranet, and other online recruitment pages.

### 3 Detailed requirements


Recruitment requires an end-to-end solution that will automate the following high-level requirements:

- Requisition
- Job Publishing/ Advertising
- Job Applications (e.g. capability to receive CVs)
- Invitation management
- Screening (Interviewing)
- Integrity Assessments
- Offer Management
- Hiring/Appointment
- Induction/On boarding
- Management of unsuccessful candidates/applicants
- Tracking and reporting
- Repository (e.g. qualifications, etc.)
- Working from home vs Face to Face recruitment process requirements (Access and storing of recordings)

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- Automation and intelligence within the recruitment processes as well as interactions into the related systems like SAP HCM and E-Forms Integration with Social / Career Media Platforms used in the market like LinkedIn, Google Careers, etc.

## Requisitions

Requisition creation and approval within the system

### Capturing of requisition

- Recruiter to attach the GA14 together with the job profile and the structure – mandatory.
- Recruiter must be able to capture screening questions on the system and assign required weightings for each question when capturing the requisition.
- Candidates will be ranked based on responses given on the screening questions.
- The GA13/Requisition must allow for multiple vacancies to be requested and create multiple reference numbers (one for each vacancy)
- Recruiter to link single/ multiple vacancies to the SAP position code/s.
- Link to the org structure


### Recruiter functionality

- Recruiter must be able to make possible changes on the screening questions and send back to the Line Manager for review and approval.
- Recruiter must be able to create and send draft advert to Line Manager for review and approval.
- Automated recruitment SLA/project plan to be built into the system per vacancy/ project.
- Recruiter must be able to modify their own SLA/project plan and the system must be able to update and track changes made on the project plan per vacancy/ project.
- Discussion of the SLA/project plan to happen offline.
- Recruiter must be able to put SLA on hold (functionality activated or deactivated by the system administrator)  
SLA tracked/measured in working days.
- Recruiter must be able to add comments and attach evidence when SLA/Project Plan is impacted.
- Once approved publishing/advertising resumes.

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### Other requisition requirements

- The system must be able to integrate with Eskom's document storage system to retrieve templates.
- The recruiter to initiate a requisition on the system.
- The system to create a unique identifier for each Requisition.
- The system to retrieve the position codes from SAP Org as unique identifiers for each Vacancy.
- Each vacancy must be treated as a unique project with the unique identifier and must be able to follow its own recruiting process.

The recruitment request form must be made electronic. Depending on the workflow role/stage, the form must allow capturing of information. As the form moves through the workflow, the completed sections or sections that are not applicable to the workflow stage must be un-editable (or greyed out) to ensure that the form is not tampered with.

#### Workflow stages will be completed as follows:

- Line Manager- Only the Line Manager should be able to capture and make amendments to this section of the form.
- HCM Business Partner- Only the HCM Business Partner should be able to capture and make amendments to this section of the form.
- Finance Business Partner- Only the Finance Business Partner should be able to capture and make amendments to this section of the form.

Executive authorisation -Only the General Manager should be able to capture and make amendments to this section of the form

- BR: The recruitment request form is only applicable to permanent appointments and therefore does not apply to secondments.
- The system must allow the upload of supporting documentation (in PDF format) to the form.


### Job Publishing/ Advertising or Sourcing from the Succession Pools

- Access ready now succession pools to source
- Recruiter creates job posting using approved requisition.
- Jobs will be published internal/external as indicated in the requisition.
- When approval is for internal publication, the functionality to advertise externally must be disabled.

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- All job posting will workflow from the Recruiter to the Line Manager for review and back to the Recruiter for approval before the job is published.
- Publication should be possible in various platforms.
- It must be possible to track which platforms were used to advertise.
- The posting can also be downloaded by the Recruiter in pdf format

## Job Applications


- The system must be mobile/cell friendly.
- All candidates must be registered to apply for job postings. \* Registration/Application template (current fields on the current system (SharePoint) for the candidate profile
- CV attachment mandatory with application with limited size.
- Candidates will have to verify their email address as it is used for all correspondences.
- The system must not allow candidates to register more than once using the same ID numbers/Passport.
- The candidate can request forgotten password reset. Must be an automated process.
- The candidates must be able to maintain their profile. (Implementation of the POPI Act needs to be considered)
- Candidates must be able to set up job alerts based on preselected searched criteria e.g., position, location.
- The system must send candidate acknowledgement, automatically on receipt of the candidate job application.
- The recruiter must be able to view the candidate list while the advert is still running.
- After candidates have submitted their applications, the system must automatically rank using the criteria captured during publishing.
- The system to identify if the applicant has recently been invited for an interview and/or recently received an offer  
The system to calculate how long the applicant has been in his/her current position (this information must be included in a column on the applicant application download)
- The system must generate candidate shortlist based on the scores.
- The system should allow the Recruiter to do the final ranking of candidates (e.g., a tick box (shortlisted, Not shortlisted, shortlisted with reservations) should be available for further ranking with comments.
- The system must allow for candidate shortlist to workflow from the Recruiter too the Line Manager for review and back to the recruiter for approval before interviews.
- The system must show the flagged applicants from SAP.

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	<b>TENDER SCOPE OF WORK</b> <b>Group Information Technology</b>	<b>Template Identifier</b>	240-IT042	<b>Rev</b>	1
		<b>Effective Date</b>	April 2023		
		<b>Review Date</b>	April 2028		

## Invitation Management

- Interview checklist to be automated.
- Recruiter to create interview session on the system.
- Candidate's details from the shortlist to be used when creating an interview session.
- Interviewing panel details need to be captured on the system as part of interview session.
- Declaration of interest template to be automated.
- Candidate's details from the shortlist to be populated on the Declaration of interest template by the system.
- System must allow for attachment of interview session documents.
- Final interview schedule and Declaration of interest template to be sent to interview panel via Outlook.
- Must be able to print completed templates from the system and upload completed templates to the system
- "Interview invitation confirmation" templates, for all types of recruitment, must be automated
- Recruiter to capture interview invitation information on the system (information including time, date interview venue, etc.)
- The system must be able to generate an interview invitation to be sent to individual candidates via Outlook.
- The following forms must be sent to candidates: Application form (GA20), Managed Integrity Evaluation indemnity form.
- The system must be able to send out interview confirmation SMS to candidates or integrate to SMS application/ system.


## Appointment Stage

- The Recruiter must be able to select successful candidates on the system after interviews.
- It must be possible to view on the system if the candidate has been identified as successful for another position.
- The items below must be mandatory activities to be completed:
  - It must be mandatory for users to select date on the system when the reports/request was submitted to the service provider.
  - Before offering is initiated it must be mandatory to select when each report/request was received from service provider to enable monitoring or tracking of the services provider turnaround times.
  - Must be able to attach documents to the case/request for each of the above-mentioned activities

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## Offering

- The system must be integrated to Recruitment Documents Repository (Open Text) system to access offer letters.
- Request salary proposal from Remuneration and benefits department activity to be triggered (activity needs to be tracked to see how long it took to deliver) Select Date requested tick requested, and Date confirmed.
- The Recruiter generates the offer letter to be sent to hiring manager.
- The system must be able to track when the offer letter was sent to manager and when it was sent back.
- The Recruiter contacts the candidate telephonically to notify them that there is an offer waiting. This is offline activity.
- The Recruiter creates an activity to send the offer letter to the candidate.
- The candidate accepts/declines the offer by returning the signed offer letter with comments.
- Reasons for reject to be recorded.
- The Recruiter initiates the hire action activity, and the system will integrate with SAP.
- The Recruiter can now close the requisition.
- The system must be able to generate and send auto reject letters for all unsuccessful candidates via outlook or SMS.
- Regret templates to be automated.
- Candidates who did not meet minimum requirements regret notification to be sent immediately. The recruiter must be able to select multiple candidates and send to bulk SMS or emails regret notifications.

## Controlled Disclosure

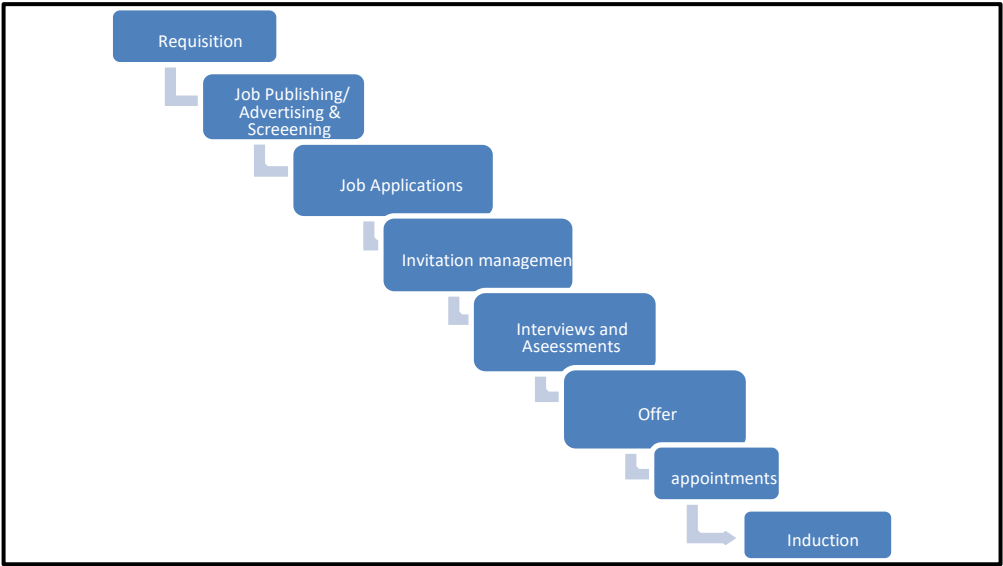
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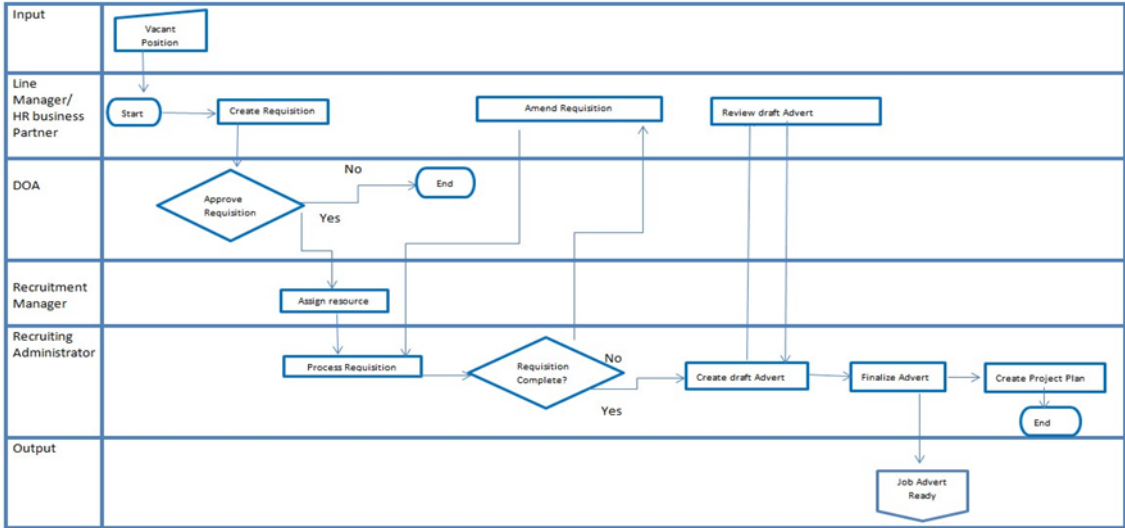
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Functional requirements

Automate below End to End recruitment process.




Requisitions



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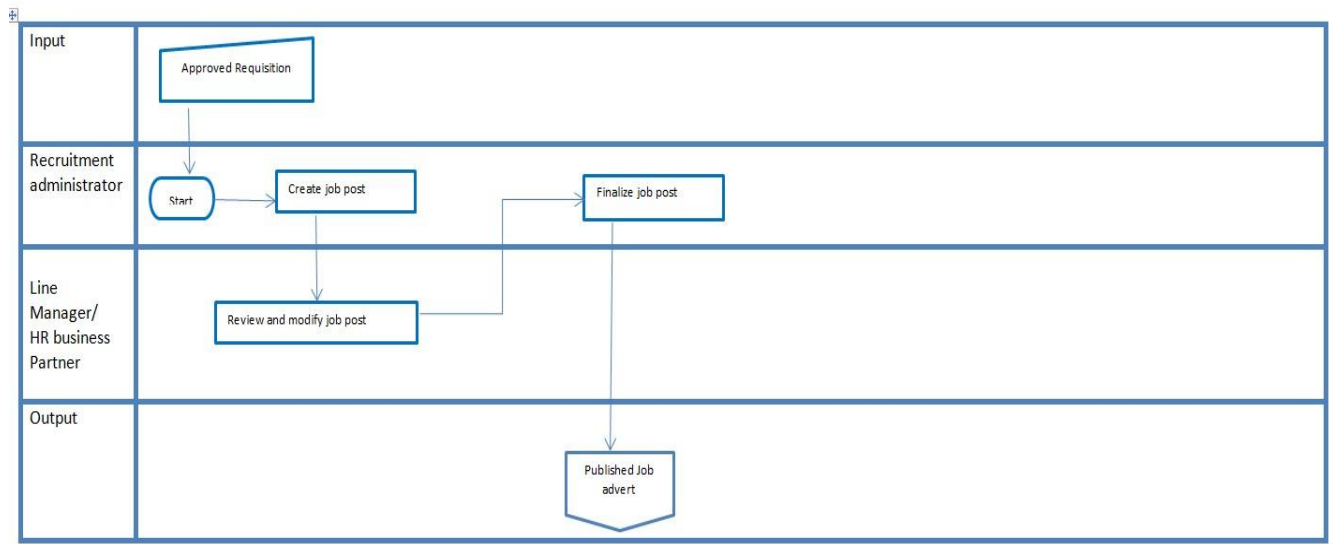
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ID	Process Step	Description
R001	Create Requisition (smart form)	<p>Line Manager/HR business partner will complete online requisition and attach GA14 form (automate at a later stage) and job profile.</p> <p>Online requisition will have screening questions and weightings for each question.</p> <p>Requisition to link single/ multiple vacancies to the SAP position code/s.</p>
R002	Approve Requisition	<p>DOA will approve or Reject requisition.</p> <p>*Rejected Requisitions will be cancelled. Notification to be sent to the requestor regarding cancellation.</p>
R003	Create draft Advert	<p>Recruiter will create draft advert using requisition details and send to Line Manager for review/ amend where necessary.</p> <p>*Advert will be sent back and forth until approved by Line Manager</p>
R004	Finalize advert	Recruiter will finalize advert.
R005	<p>A detailed SLA with clearly timed milestones will replace the project plan (option for comments by the Recruiter to indicate delays per milestone)</p> <p>The SLA to also indicate/track the overall timeframe</p>	

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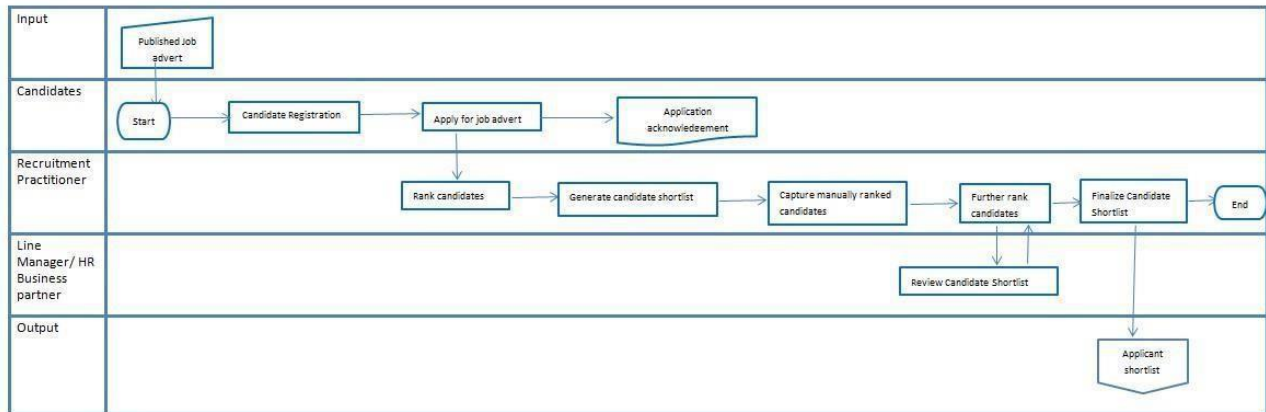
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Job publishing/advertising



ID	Process Step	Description
J001	Create job post	Recruiter will create a job post as per approved advert and requisition and send to Line Manager for review and approval
J002	Review job post	Line Manager to review and modify job post where necessary Job post will be sent back and forth until approved by Line Manager
J003	Finalize job post	Recruiter will finalize job post and publish the advert

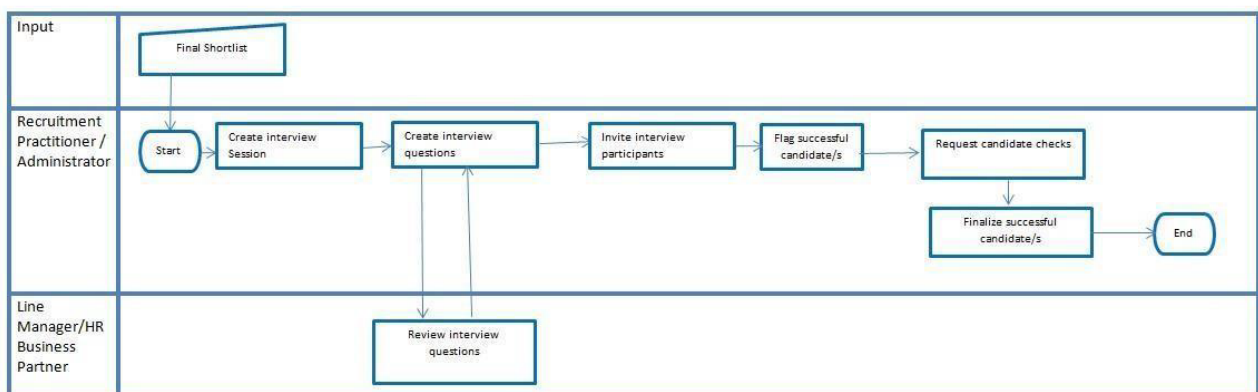
## Job Applications



ID	Process Step	Description
A001	Candidate Registration	
A002	Apply for job advert	Candidate completes the application online.
A003	Application received	Candidate will receive automatic notification that application has been received.
A004	Rank candidates	Candidates will be ranked by the system based on the questions and weightings that were captured in the requisition.
A005	Generate candidate shortlist	Candidate shortlist will be generated showing candidate scores and status (Shortlisted, unsuccessful)

A006	Capture manually ranked candidates	Recruiter will add candidate (learners) that were ranked outside of the system.
Manual candidates (learners only) will be ranked outside of the system and only successful candidates will be captured into the system.		
A007	Further rank candidates (further ranking is applicable to learners)	Recruiter to do further screening or ranking of candidates with reasons and send shortlist to Line Manager to review and modify. Selection tick boxes can be used for further ranking: shortlisted, Not shortlisted, shortlisted with reservations. Must be able to add comments for each applicant. *This is normally done after the Recruiter contacts the candidates to confirm all the details in the application were accurate.
A008	Review Candidate Shortlist	Line Manager to review and modify. Shortlist will be sent back and forth until approved by Line Manager/Recruiter.
A009	Finalize Candidate shortlist	The recruiter will finalize shortlist

## Screening

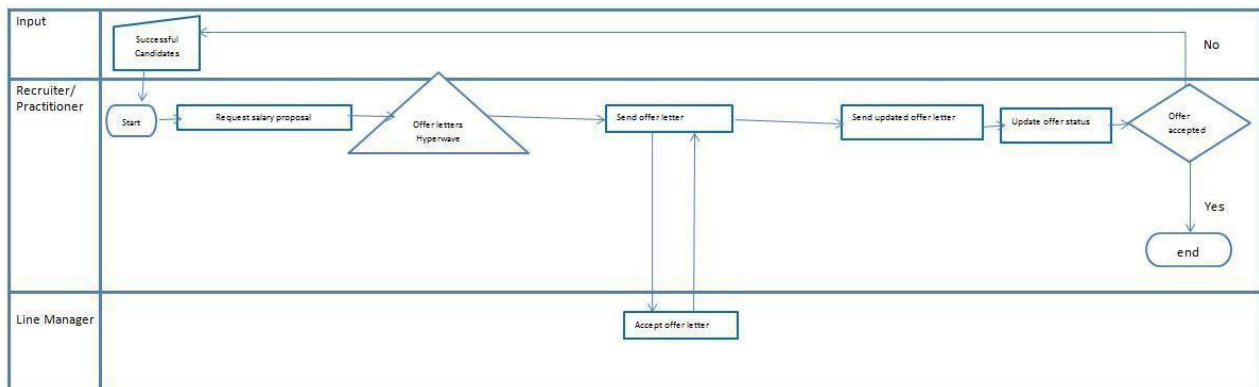


ID	Process Step	Description
S001	Create Interview session	<p>The Recruiter to initiate the interview session. The following activities are performed as part of create interview session:</p> <ul style="list-style-type: none"> <li>- Add interview participants</li> <li>- Add interview session documents</li> <li>- Create Interview Schedule</li> <li>- Create Interview</li> </ul> <p>Invitation</p> <ul style="list-style-type: none"> <li>- Create interview questions</li> </ul>
S002	Create interview questions	The Recruiter will create interview questions and send
S003	Review interview questions	<p>The Line Manager will then review the interview questions and amend where applicable. *Interview questions will be sent back and forth until approved by Line Manager/Recruiter</p>
S004	Invite interview participants	<p>The Recruiter will then invite interview participants attaching related documents:</p> <p>Candidate documents listed -</p> <ul style="list-style-type: none"> <li>- Application form (GA20),</li> <li>- Integrity Assessments and indemnity form</li> <li>- Information Confirmation</li> </ul> <p>Template</p> <ul style="list-style-type: none"> <li>- Honesty Declaration Form</li> <li>- Criminal Record Declaration</li> </ul> <p>Interview panel members documents:</p> <ul style="list-style-type: none"> <li>- Declaration of interest form</li> <li>- Interview questions</li> </ul>
S005	Flag successful candidates	The Recruiter will check the Flagging Database. Check if the successful candidate was recently successfully selected for another position or took a VSP.
S006	*Request candidate checks	<p>The Recruiter to request the following activities from service providers:</p> <ul style="list-style-type: none"> <li>- Integrity Assessment by 3rd</li> </ul> <p>Party Supplier</p> <ul style="list-style-type: none"> <li>- Smart forms psychometric</li> <li>- Integrity assessments</li> </ul>



		<b>Criminal record checks</b> - External/Internal candidates medical fitness tests - Potential candidate release date  Recording of the request date and receiving date must be mandatory
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## Offering



ID	Process Step	Description
O001	Request salary proposal -Salary determination form- H200 form not GA 2 for ERI (See attached) H200 form.xlsx	The recruiter to request the salary proposal from Rewards and Benefits Managers. Recording of the request date and receiving date must be mandatory 1. The H200 form to be routed to Remuneration and Benefits manager for approval.
O002	Offer letters Database (Open Text)	The Recruiter will extract the relevant offer letter from Recruitment documents Special
Collection and update as per the Rewards and Benefits feedback		
O003	Send offer letter	The Recruiter will send the offer letter for Line Manager for signature.
O004	Send updated offer letter	The Recruiter will send signed offer letter to candidate. Candidate can either accept or reject the offer (This is an offline activity)
O005	Update offer status	The Recruiter to update the offer status. If the offer was rejected initiate offering process.

## Reporting requirements / KPI measures

- Real-time status with comments. Report at Eskom, divisional, Business Unit and Departmental level.

Report must include the following:

- Positions Title
- Position Code
- Task Grade
- Recruiting Line Manager
- Recruiter
- Days position Open (calculation based on day position captured on this system to the day the report is drawn on)
- Recruitment Process Stage
- Comments

Summary Report for Recruiting Line Manager

- Position/s
- Status
- Number of Days Open
- Comments – Add free text on to the report

Report/s with Historic Information

- Vacancy Rate
- Cost
- Number of positions completed
- Average Working Days to complete/appoint per 12-month cycle
- Number of positions not filled

Must be able to export reports to Excel and display in graph format

## Interface

Outlook – The integration is required to enable the system to send out emails to the recipients  
SAP HR – this integration to enable the system to match position codes on SAP Org structure  
SMS sending system  
SAP OH system – to view and print existing medical fitness certificates for internal candidates.  
Smart forms - psychometric centre to perform psychometric assessment  
Smart Form the requisition is not generated – Integration with Requisition Document as a last resort  
Integrate with Document Template Database (Open Text) – to get recruitment related templates

Recruitment request form

H200 salary determination form

Employment application form

Integrate with SAP CRM for request to appoint to be part of Transactional Processing's queue

## **Interface requirements**

Web interface  
Mobile friendly (including sending out bulk SMSs to candidates)

## **Information/data requirements**

HR Employee Data and Org Structure

## **Performance requirements**

Will adhere to Eskom Information Security policy, processes, procedures, standards and baselines.

Once the solution is implemented in production a six (6) month stabilisation period is required by Eskom. During this time, the Contractor must develop the monthly reports that will be submitted to Eskom

Configure all required functional and non-functional settings in the solution to ensure optimal and secure operations

- Non production: development (sandbox), testing (QA), pre-production (sized as production), disaster recovery
- Production: production environments.

## **Security requirements**

User profiles must be secured, authenticate for all system users.

Will adhere to Eskom Information Security policy, processes, procedures, standards and baselines

## **Archiving requirements**

Will adhere to Eskom Information Security policy, processes, procedures, standards and baselines

## **Training requirements**

End User Training at all levels as required. Web-based training is required. Refer BRS for full requirements. Recruitment Managers, Line managers, HR Business Partners will need to be trained on the new system.

## **Testing requirements**

The testing team will be responsible to acquire the testing requirements, develop the test cases and conduct testing to ensure that the solution is comprehensively evaluated for implementation in the Eskom IT environment.

The testing team will be responsible to complete all testing milestones. The testing staff may not be the same staff as the configuration staff. A dedicated sufficient testing team with an experienced manager must be allocated to the team.

A signed off test closure report is required before a test milestone is completed. The following testing and testing milestones must be completed:

- **Unit Testing** – test results from the Contractor's team.
- **System Integrated Testing, Functionality testing** (in QA – end to end functional testing and integration testing. That means testing with other systems and ensuring that all requirements have been successfully configured). This testing must be driven and executed by the Contractor but must include Eskom staff for completeness & authenticity.
- **Non-Functional Testing** (performance testing and disaster recovery testing). This testing must be driven & executed by the Contractor but must include Eskom staff for completeness & authenticity.

- **User Acceptance Testing** (Testing by the Eskom customer team that the system is working and meets requirements). This testing must be driven by the Tenderer but must be executed by Eskom staff for completeness and authenticity.

All testing requirements must cover all identified interfaces that have been identified. The testing team must adhere to the TCoE Testing Standard approved by Eskom.

### **Disaster recovery requirements**

Will adhere to Eskom Information Security policy, processes, procedures, standards and baselines

### **Support and maintenance contract requirements**

Support and maintenance will be required.

### **Integration**

The Tenderer must provide technical resources to build, modify and implement all required interfaces. Refer to the logical design for systems that must integrate to the solution.

The Integration into the Eskom applications will be done within a phased approach. Integration scope and deliverables is listed below:

- Analyse, design, develop, test, and deploy integration solutions based on the designs. External interfaces to integrate using Oracle Fusion 12c and IBM WebSphere (Data Power), thus the Contractor should be well skilled to work with the mentioned technologies.
- Sparx Enterprise Architecture and Altova XMLSpy licences are to be provided by the Contractor for the staff that will be executing the formulation or updating of the Diagrams and Process during the Design
- The Integration Centre of Excellence (ICOE) governance process must be followed for all approvals. Kindly reference "SOA Workgroup artefacts." All diagrams and processes are to be captured in the Sparx Enterprise Architect (EA).
- All CIM message artefacts (including Mapping Document) to be placed in the Eskom defined CIM SVN. All code to be placed in Eskom defined Code SVN repository All artefacts to be placed in the Eskom share point.

The following are the integration and Testing activities and artefacts to be produced and presented at the committee for approval and sign off:

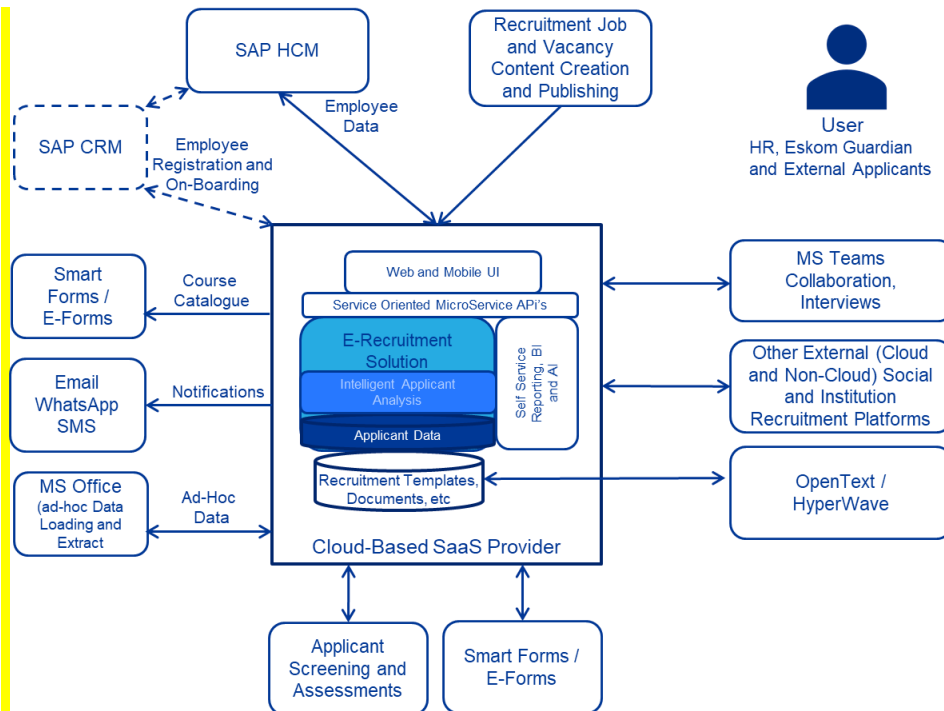
- Business test case document. Integration specification document. Mapping Document.
- CIM message artefacts including WSDL's and XSD's.
- Code and unit testing review.
- Deployment Guide.
- SIT testing review of results in ALM. SIT test case sign-off.
- Performance testing review of results in ALM.
- Performance testing sign-off.
- Pre-transfer documents for go-live approval.
- Test requirements in ALM.
- Test cases and results in ALM.
- Defects managed in ALM.
- Test plan Document.

- Performance test scripts and results.
- Non-functional Test plan document.
- Test closure reports documents.

Provide an Integration message modeller to complete the following:

- Analysis of message requirements.
- Generate xsd, message model dictionary.
- Model or update integration message which follow a Common information model.
- Create payloads and envelopes.

## Overview



### Quality Requirements (Category 4)

DOCUMENT No.		DESCRIPTION	APPLICATION AND RESPONSIBILITY
1	240-12248652	List of Tender Returnables / Quality Requirement Document	Tenderer to submit all tender returnables for section A, B, C, and E, as per list (Category 3)
2	240-68099512	FORM A: Tender & Contract Quality Requirements For QM 58 and Quality Requirements For ISO 9001 Standard	Tenderer to complete (section A and E) and sign it.
3	240-105658000 (QM 58)	Supplier Quality Management: Specification	Specifying Eskom supplier quality requirements. Tenderer to comply with the selected requirements as per <b>Category 3</b> . [Not for submission]
4	240-109253698	Contract Quality Plan (CQP)	Tenderer to compile and submit a draft document/ plan based on the scope of work/ technical specification.
5	240-109253302	Quality Control Plan (QCP)/ Inspection and Test Plan (ITP)	Tenderer to compile and submit a draft plan or an example based on the scope of work/ technical specification

### Supplier Development Localisation and Industrialisation Requirements

Local procurement content target is 100%

#### 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 their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

#### 2. **Subcontracting to entities with a minimum 51% black ownership**

Subcontracting refers to activities which the tenderer outsources to other enterprises in its supply chain during the execution of the contract scope of work. The subcontracting requirements include all procurement spend by the contractor/supplier with designated groups. This procurement spend consists of paid invoices for both

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
  - direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.
- Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Subcontracted Group	Designated	Eskom Target	Tenderer Proposal
Black Owned		5.0%	
Black Women Owned		3.0%	
Black Youth Owned		2.0%	
Black Persons with Disability		1.0%	

### 3. Jobs.

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Type of Jobs to be retained	Number of Jobs to be retained

### 4. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. 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

Skill type / Occupation	Eskom target	Proposed Number of Candidates
End user computing NQF 4	6	
System administrator / Systems Developer	6	
CompTIA Network	6	
CompTIA Project	6	

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.

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

### SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of 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.

## 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.

### Vendor Highlights – What You Need to Know

1. Payment terms
2. Ordering and payment
3. Where to and how to send invoices
4. Other requirements
5. Who to contact for payment queries

#### 1. Payment terms

- o 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.

#### 2. Ordering and payment

- o 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.
- o To ensure faster processing of your 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
- Supplier Bank details
- Matches our purchase order (line by line)
- Contains the proper units of measure
- Aligns with the purchase order price; and
- that the agreed 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.

- o We 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.
- o 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.

### 3. Where to and how to send invoices

- o Invoice should be submitted using the Email address below:
  - **Local invoices:** [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
  - **Foreign invoices:** To be sent to the contract advisor for processing
- o 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.
  - If there is Cost Price Adjustment (CPA) or Rate of Exchange (ROE) on your contract, we request that you issue a separate invoice for CPA and/or ROE.
  - Where CPA and ROE are applicable, please attached the signed CPA or ROE calculation sheet to the invoice in one/single attachment. The invoice must also clearly state that it is for CPA or ROE
  - The amount used to calculate the CPA/ROE value on the CPA/ROE calculation sheet must match the base invoice amount.

#### 4. 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](mailto: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](http://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](mailto: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](mailto:vendormdm@eskom.co.za)

#### 5. 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](mailto:FSS@eskom.co.za)

Tel: 011 800 5060