

REQUEST FOR PROPOSAL

INSURANCE BROKING SERVICE PROVIDER

Date of Issue: Tuesday 7 May 2019 2019

**Closing Date: Tuesday 28 May 2019, 12:00 South African
Time**

TABLE OF CONTENTS

1	BACKGROUND	4
1.1	INTRODUCTION.....	4
2	REQUEST FOR PROPOSAL	4
2.1	INSURANCE BROKING SERVICE SUPPLIER REQUEST	4
2.2	PURPOSE OF THE DOCUMENT	4
2.3	RFP RESPONSE GUIDELINES	4
2.4	RFP PROCESS AND SUBMISSION PROCEDURE	5
2.5	SUBMISSION DATE, TIME AND ADDRESS	5
2.6	RFP PROCESS REQUIREMENTS	6
2.7	STRUCTURE OF RESPONSES	8
2.8	EVALUATION CRITERIA.....	9
2.9	RFP FUNCTIONAL REQUIREMENTS.....	10
2.10	SUPPORTING DOCUMENTATION	11
2.11	QUOTATION/PROPOSAL CONDITIONS.....	12
	ANNEXURE A.....	14
1.	TERMS OF BUSINESS	14
2.	GENERAL.....	17
	ANNEXURE B.....	20
1	THE CONFIDENTIAL INFORMATION	21
2.	TABLE OF CONTENTS.....	24
4	TITLE	25
5	RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION	26
6	DATA PROTECTION.....	26
7	STANDARD OF CARE	27
8	RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION	27
9	EXCLUDED CONFIDENTIAL INFORMATION.....	28
11	TERM	29
12	ADDITIONAL ACTION	29
13	BREACH.....	30
14	AMENDMENTS	30
15	ENFORCEMENT.....	30
16	HEADINGS	31
17	REPRESENTATIONS & WARRANTIES	31
18	ENTIRE AGREEMENT	31
19	GOVERNING LAW	31
20	SUBMISSION	31
21	POSTAL ADDRESSES	31
22	SEVERABILITY	33
	ANNEXURE C.....	35
3.1	ASSETS ALL RISKS	35
3.2	SASRIA.....	35
3.3	MOTOR FLEET	36
3.4	CRIME	36
3.5	LIABILITY	36
3.5.1	PUBLIC LIABILITY.....	36
3.5.2	EMPLOYERS LIABILITY	37
3.6	BUSINESS ALL RISKS	37
3.7	CORPORATE TRAVEL INSURANCE.....	37
3.8	HIRED VEHICLES (Comprehensive Cover)	37

3.9	PENSION FUND TRUSTEES LIABILITY / PROFESSIONAL IMDEMNITY.....	37
3.10	CYBER SECURITY	38

1 BACKGROUND

INTRODUCTION

The Eskom Pension and Provident Fund (EPPF) is a defined benefit fund with defined employer and employee contributions that provides retirement, withdrawal, death and disability benefits to members, pensioners and dependants.

The EPPF is registered as a privately administered pension fund in terms of the Pension Funds Act (1956) and it is approved as a pension fund in terms of the Income Tax Act (1962). Approximately 108 people are employed by the EPPF on a permanent basis.

The EPPF manages approximately R147 billion in assets across funds that are managed both internally and externally. The majority of the assets are locally domiciled with approximately 30% implemented in global and African strategies. These assets are managed across multiple asset classes and strategies including hedge funds, private equity and direct property, listed domestic and international equity, listed domestic bonds and listed domestic property.

2 REQUEST FOR PROPOSAL

2.1 INSURANCE BROKING SERVICE SUPPLIER REQUEST

The Fund wishes to appoint a suitable service provider for the provision of an Insurance Broking Service for the Eskom Pension and Provident Fund (the Fund) as indicated in Annexure C.

By submitting a response to the request for proposal (RFP) sent out by the Fund, a party automatically undertakes to be bound by and agrees to the conditions set out in this document.

Parties that do not consider themselves bound by the provisions of this document should not respond to the RFP.

2.2 PURPOSE OF THE DOCUMENT

The purpose of this RFP document is to provide broad details relevant to the services required and is not intended to provide detail of every service required.

RFP RESPONSE GUIDELINES

2.3.1 Point of contact

This RFP is issued on an open tender notice format with a definite closing date and time.

Respondents are required to submit their responses in expansive detail and in time to qualify for consideration of their responses.

During the response time the central point for all queries relevant to the provision of background information and points of clarity relevant to this RFP, will be dealt by the designated person at the Fund. In the interest of all parties concerned all queries must be submitted in writing and responses to queries or points of clarity will be updated on the EPPF Website within a 48 hour period. Questions will be entertained until Friday, 17 May 2019 and the answers will be published to the website by 12:00 pm on Tuesday 21 May 2019.

The electronic mail address for queries is CHSRFP@epf.co.za. No telephonic correspondence will be entertained.

RFP PROCESS AND SUBMISSION PROCEDURE

The Fund will review proposals in its discretion against a set of pre-defined criteria and will rate each proposal on its ability to satisfy the requirements stated in this RFP.

In the event that a preferred supplier is chosen such service provider will be formally notified. A formal Contract and Service Level Agreement will be entered into between the Fund and the successful service provider detailing issues such as the scope of work, remuneration structure and the term of the contract.

Potential service providers are requested to be mindful of the time allowed for responses, the closing date and time, the delivery address for proposals and must note that late submissions will not be considered.

The RFP must be submitted with the necessary supporting detail and must at least provide all the information requested in this RFP.

The Fund reserves the right to consider any proposal in its entirety or partially, and may appoint more than one service provider or no service provider at all.

SUBMISSION DATE, TIME AND ADDRESS

The closing date for submission of proposals at the delivery address indicated below is Tuesday 28 May 2019 at 12:00 South African Time.

RFPs must be submitted in a sealed envelope and addressed to:

The Secretary of the Procurement Committee

Insurance Broking Service Provider Tender Submission
Eskom Pension and Provident Fund

The RFPs must be placed in the Fund's official tender box for the **RFP - Insurance Broking Service Provider** that is situated in the Tender Room in the reception area at Isivuno House, EPPF Office Park, 24 Georgian Crescent East, Bryanston East, 2191.

Respondents must ensure that whoever delivers the proposal to the Fund takes care to complete the RFP register at the tender box and place the tender in the correct Tender Box.

RFPs may also be couriered or mailed by means of registered mail to reach the Fund **on or before** the closing date and time, but it must be noted that postal and administrative delays will not be accepted as a reason for exemption from the requirement that proposals must reach the tender box on or before the closing time. It remains the responsibility of the respondents to ensure that their proposals reach the Fund before the closing date and time.

Please note that the slots on the tender boxes can only accept submissions which ***dimensions do not exceed that of a Lever Arch File***. Multiple copies must be packaged in such a way that they may be deposited individually into the tender box via the slot provided. In the event of any uncertainty regarding the submission the Receptionist at the Isivuno reception can be approached for information in this regard. Under no circumstances will a tender box be opened to allow for the insertion of a submission that is too big for the slot provided.

Under no circumstances will any individual be allowed to take photos of the tender submissions register for any reason whatsoever. Any individual doing so may be asked to delete the image taken in line with the provisions of the POPI Act to ensure that the EPPF can comply with the safekeeping requirements related to personal information. If proof of presence is required a photo of the clock in the tender area can be taken, or a slip can be requested from the receptionist at the Isivuno Reception.

Proposals may not be faxed or e-mailed and proposals received by any other means other than being placed in a tender box, will not be considered and will be rendered invalid.

RFP PROCESS REQUIREMENTS

The following minimum requirements will be applied to the RFP process:

- i. Responses received after the closing date and time will be considered late and will not be accepted.
- ii. All responses must be submitted in full and complete on or before the closing time. The Fund will not allow additions and/or amendments to any response to be submitted after the closing time.
- iii. Submitted responses may be withdrawn in writing prior to the closing time.
- iv. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained.
- v. During the course of this RFP process, respondents may acquire confidential information relating to the Fund's business, projects and/or customers. Respondents are required to keep this information strictly confidential at all times (even after the project has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the gain of any other person or institution.
- vi. Respondents may not disclose any such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach the Fund for prior approval to share any information with any third party. This does not apply to information which must be legally disclosed or becomes available to and known by the public.
- vii. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner.
- viii. Respondents must, on the official letterhead of the company submitting the response, declare that:
 - a. the information provided in all documentation is true and correct; and
 - b. the signatory of the tender document is duly authorised to do so by means of a special or general resolution of the company/closed corporation.
- ix. Proposals submitted to the Fund must remain valid for a minimum period of 90 days from the closing date.
- x. Respondents will be held to their proposals submitted. The Fund reserves the right to negotiate the modification of a proposal with the successful respondent in whole or in part.
- xi. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by the Fund will form part of the contract.
- xii. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- xiii. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.

- xiv. In general respondents must indicate the experience and field/s of expertise of their companies and must specifically indicate previous work done in the retirement fund industry, if any.
- xv. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. The Fund will not be responsible for any costs whatsoever or howsoever arising.
- xvi. The Fund reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xvii. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xviii. The Fund does not have to explain acceptance or rejection of any specific service provider and the Fund's decision is final and binding.

STRUCTURE OF RESPONSES

All responses are required to be prepared as follows:

2.7.1 Proposals must be electronically generated and one printed original must be signed in permanent ink by the individual(s) legally authorised to bind the respondent.

2.7.2 Legibility, clarity and completeness are essential.

2.7.3 The RFP response must contain all of the following items:

- **1 (One) bound clearly marked and signed original copy of the RFP response, fee schedule and supporting documents;**
- 7 (Seven) neat and securely bound hard copies of the RFP response and supporting documents as above;
- 1 digital copy of the RFP response on a USB memory stick (No Cd's please);
and
- The electronic copy of the RFP proposal and/or examples of work must contain all of the documents included in the original bound copy, and be provided in Adobe Reader Portable Document Format (PDF), clear of virus infections.

2.7.4 Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.

2.7.5 Respondents must complete and sign the Confidentiality Agreement (Annexure B)

Any submissions not complying with these requirements will be disqualified.

EVALUATION CRITERIA

Respondents will be evaluated according to the extent to which they are able to fulfil the requirements of the Fund. Evaluation criteria will place particular emphasis on the following areas:

2.8.1 Track record

Respondents must demonstrate their expertise and experience in providing the services required to similar sized entities.

Respondents must confirm their ability to provide the services required to the EPPF.

The number of years' experience / involvement in providing Insurance Broking services. Describe your organisation's experience generally with provision of supply of Insurance broking services in the RSA.

Provide at least 3 relevant references (client, contact person, telephone, e-mail and scope of work and duration of association).

Provide details of in-house facilities, e.g. number of staff and infrastructure.

Provide details of third-party service providers that may be used by you in providing the services, if any, e.g. capacity and experience.

2.8.2 Fee Structure

The fee schedule must be complete and must indicate at least the following:

- Fee basis (e.g. flat fee or whatever basis used to cost)
- **Inclusive of VAT**
- Describe in detail the cost of providing each individual service
- Declare any statutory increases and other related increases as well as the estimated date they will be applicable
- Any exclusions or fee contingencies

2.8.3 Empowerment / BEE

The Fund is committed to advancing the objectives of B-BBEE and details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate, if a rating has been obtained, or a certified copy of an avadavat in this regard, with details of the relevant company profile must be provided. In the very least, specific reference must be made to:

- Ownership structure and shareholding;
- Board representation;
- Executive / Operational Management structure;
- Demographic composition of the service team;
- Gender equity profiles; and

- Secondary BBBEE initiatives, such as procurement from BBBEE suppliers.

Respondents need to ensure that certificates must be in the name of the legal entity making the submission and be current.

These details must be clearly stated in the order requested and with the headings as above.

The minimum B-BBEE requirements is a level 3 or above.

2.8.4.1 Insurance Broking Services

The Respondent must confirm that they are able to meet all the minimum deliverables below.

Provide a comprehensive Insurance Broking service to the Fund.

Provide a comprehensive valuation and advisory service to the Fund.

2.8.6.2 RFP Technical Requirements

This is an open tender. Parties are invited to participate in the tender, however, the respondent will need to demonstrate their expertise in the Insurance Broking field.

Specific attention should be given with regards to instances where the participating entity has been involved with the provision of similar services in the last 5 years, and instances where this service has been provided to a Pension Fund or Pension Fund Administrator.

RFP FUNCTIONAL REQUIREMENTS

The proposed Insurance broking service provider must comply with the requirements outlined in 2.8.3. The Fund supports the development of black professional talent in South Africa. Proposals where black service providers are involved will therefore be favourably considered.

The Fund is wary of protecting its intellectual property. Bidders will therefore be required to sign a Non-disclosure Agreement (attached as Annexure B).

The successful bidder will be required to comply with the Terms of Business of the Fund, also attached as Annexure A.

2.9.1 General Requirement of respondents

Respondents must be well-established entities that have been in business for a minimum of five years and must be able to demonstrate their experience in the Insurance Broking field.

Respondents (legal entity) must provide supporting documentation to indicate the period of time they have been in operation and services they have provided (including at least three contactable client references).

2.9.2 Company details and stability

Please provide a response to each of the following questions:

- i. How long the business has been in operation?
- ii. What is the scope and nature of the business, paying particular attention to core activities and highlighting areas where it lacks or outsources expertise?
- iii. What is the company's registration number?
- iv. Provide details on the company structure and key resources to be allocated directly as well as indirectly to the management structure to fulfill the Fund's service needs.
- v. Provide details of commercial relationships where a consortium/joint venture/partnership is offered as follows:
 - The entity that will be the guarantor of contract performance;
 - The date of joint venture formation, if applicable;
 - The name of the lead / prime contractor; and
 - A statement regarding the nature of the agreement between the joint venture partners, the proposed percentage of division of work and profit between the constituent members. Each party to the RFP, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

SUPPORTING DOCUMENTATION

The respondents must include **at least** the following supporting documentation within their proposals:

- Proof of CIPC company registration documentation;
- An up-to-date Tax Clearance Certificate indicating good standing with SARS, or Pin relating to this certificate;
- A statement of the bidding company's B-BBEE credentials as required in the above, supported by a rating certificate from a recognised rating agency, or a signed avadavat if applicable;

- In the case of a joint venture the above-mentioned documentation must be supplied for both of the entities submitting the proposal; and
- Regulatory documents and signed audited financial statements
- Up-to-date Audited Financial statements of both the entities that will be submitting the proposal. Group or any other entity's Annual Financial Statements will not be accepted.
- Proof of any valid insurance/professional indemnity arrangements in place;
- List of references of past and current similar clients.
- Signed Non-Disclosure Agreement. (Annexure B)

Respondents will be disqualified from the RFP process if any of the above-mentioned details and/or documents are not submitted.

QUOTATION/PROPOSAL CONDITIONS

Validity of Quotations

Quotations must be valid for at least 90 days from the closing date of the tender. Please include original valid tax clearance certificates, proof of registration of your business, and your latest BBBEE certification or avadavat, if you have one.

VAT

VAT must be included in all prices, where applicable.

Closing Date for Proposal Submission

The closing date for submission of proposals at the delivery address indicated below is Tuesday 28 May 2019 at 12:00 South African Time.

All submissions must be placed in the official tender box, for the **RFP – Insurance Broking Service Tender Box** at the EPPF's tender office, situated in the reception area at Isivuno House, EPPF Office Park, 24 Georgian Crescent East, Bryanston East, 2191. Shortlisted respondents will be invited for presentations prior to making a final appointment decision.

Enquiries

All enquiries to be forwarded to the central email address at: -

E-mail: CHSRFP@eppf.co.za

Note that only written queries will be answered. Questions will be entertained until Friday, 17 May 2019. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.

ANNEXURE A

1. TERMS OF BUSINESS

1.1 Background

By submitting a response to the RFP sent out by the Fund, a respondent automatically undertakes to be bound by and agrees to the conditions set out in this document.

Respondents that do not consider themselves bound by the provisions of this document should not respond to the RFP, as submission of a response pre-supposes agreement to the terms of this agreement.

1.2 Terms of Business

The Fund hereby sets out the Terms of Business and the respondent hereby accepts the conditions that will apply to the work to be done by the service provider appointed in terms of the RFP detailed in this agreement.

Once signed by both parties, these Terms of Business will form the basis of a suitable contract between the Fund and the successful service provider.

An additional agreement detailing the services to be rendered will be entered into. These Terms of Business will establish the basis of such an agreement to provide the services as outlined in the RFP, and will serve to explain the conditions under which the appointment of the preferred service provider is made, but may also be extended in the management agreement to include other matters not necessarily addressed in this RFP.

1.3 The services to be provided

1.3.1 The Services

he service provider will provide the services described in the RFP, and at the location(s) to be set out in the Management Agreement.

Where the contract refers to services to be performed this means that the service provider will provide the Fund with the Services and will be responsible for the management and control of the services and the quality of any deliverables listed in or referred to in the contract.

Where the SLA refers to Services to assist the successful service provider this means that the Fund will use reasonable skill and care, as specified, to assist the service provider with its work, but the service provider will be responsible for the overall management and control of the Services and for the results to be achieved from using the Services.

1.3.2 The service provider's staff

Where individual members of the service provider's staff (including partners and directors) are named in the Management Agreement the service provider will make every reasonable effort to ensure that the named individual(s) are available to support its work for the Fund stated in the Management Agreement.

Where the service provider considers changes in its named staff necessary or appropriate, for reason of, inter alia, resignation, relocation, training or illness, the service provider may make the changes after giving the Fund reasonable notice and will provide the Fund with details of replacement staff.

1.4 Contract Management

Both parties may designate a contact person that will be responsible for managing all issues relating to the performance of the contract.

1.5 Deliverables

1.5.1 Preparation and Delivery

The Fund will incorporate the deliverables listed or referred to in the RFP into the contract to be signed with the preferred service provider.

1.6 Fees and Payment

1.6.1 Payment of services

The Fund agrees to pay for the Services as set out in the Management Agreement. All invoices will be payable within thirty days from date of receipt thereof, unless disputed.

1.7 Term, Suspension and Termination

1.7.1 Duration of Contract

The contract will apply from the Commencement Date stated, or where no Commencement Date is specified, from the date of signature of the contract by both parties. The contract will continue for the period of 3 years unless it is terminated earlier in accordance with the terms set out below.

1.8 Termination of the Contract

Unless stated otherwise in the contract, the Contract may be terminated by either party at any time by giving the other party no less than 30 days written notice.

Where the Contract is terminated in this way the Fund will pay the service provider for all Services provided and completed up to the date of termination.

1.9 Termination for Breach of Contract

The contract may be terminated by either party by written notice with immediate effect if the other commits a material breach of any term of the contract that is not remedied within 10 days of dispatch of a written request to remedy the same.

1.10 Termination for Insolvency

The contract may be terminated by either party by written notice in the event that the other party is unable to pay its debts or has been placed under administration, judicial manager, liquidator or similar person or officer appointed or compromises generally with its creditors or ceases for any other reason to carry on business or in the reasonable opinion of the other party any of these events appears likely.

1.11 Confidentiality and Conflicts of Interests

1.11.1 By signing the contract, each party is under a professional obligation not to disclose to a third party any information confidential to the other party. Similarly, reports by the service provider are for the use of the Fund alone and may not be disclosed to third parties without the Fund's prior written consent.

1.11.2 Notwithstanding 1.4 above, either party will be entitled to disclose confidential information of the other to a third party to the extent required by law or where the said information is already known to the public, provided that in the former case (and without breaching any legal requirement), where reasonably practicable not less than five business days' notice in writing is first given to the other party.

1.12 Liability

1.12.1 The service provider shall use reasonable skills and care expected from an expert in its industry in the provision and delivery of the services and the deliverables in terms of the Management Agreement.

1.12.2 The service provider shall accept liability to pay compensation for damages and losses arising as a direct result of breach of contract or negligence on its part or third

parties acting on behalf of the service provider in respect of Services provided in connection with, or arising out of the contract (or any variation or addition thereto).

1.12.3 The service provider shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the Fund, its directors, employees, contractors or agents. The Fund indemnifies the service provider and holds it harmless against all and any such claims made against it in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the service provider in defending such claims.

2. GENERAL

2.1 Force Majeure

Neither of the parties to the contract will be liable to the other for any delay or failure to fulfill obligations caused by circumstances beyond its reasonable control.

2.2 Assignment

Neither of the parties to the contract may cede, assign, delegate, transfer, encumber, charge nor otherwise seek to deal in any of its rights or obligations under the Investment Management Agreement without the prior written consent of the other party.

2.3 Notices

Notices must be served either personally, sent by prepaid registered post or faxed to the address of the other party given in the contract or to any other address as the parties may have notified during the period of the agreement. Any notice sent by registered post will be deemed to have been delivered 10 days after sending. Any notice sent by fax or served personally will be deemed to have been delivered on the first working day following its dispatch.

2.4 Amendment

Any amendment or consensual variation, cancellation or termination of the contract, or any of its terms, will not be effective unless agreed in writing and signed by both parties.

2.5 Survival

The confidentiality clause in the contract shall survive the termination or expiry of the agreement and shall continue to bind the parties to the agreement.

2.6 Electronic Communications

During the provision of the Services, the Fund may from time to time communicate electronically. However, as the service provider is aware, the electronic transmission of information cannot be guaranteed to be secure or error-free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

Accordingly, whilst the Fund carries out commercially reasonable procedures to check for the most commonly known viruses and to check the integrity of data, it remains the service provider's responsibility to carry out a virus check on any documents before launching them, whether to be sent or to be received on disk or otherwise. Therefore and notwithstanding any collateral contract, warranty or representation, the Fund will have no liability to the service provider on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to or from the service provider and the service provider's reliance on such information and including (but not limited to) the acts or omissions of the relevant service providers.

If the communication relates to a matter of significance on which the service provider wishes to rely and is concerned about the possible effects of electronic transmission, the service provider should request a hard copy of such transmission from the Fund.

2.7 Validity of contract Provisions

If any provision of the contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the agreement. In any event the enforceability of the remainder of the agreement will not be affected.

2.8 Conflict

In the event of any conflict between the contract and any other document that forms part of the agreement, the contract shall prevail except where amended by specific reference to the relevant Clause of the Terms of Business. In the event and only to the extent of any conflict between the contract and any referenced or attached document other than the Terms of Business, the Management Agreement will take precedence.

2.9 Applicability

The contract shall apply to work undertaken in relation to the service provider, its holding company or any of its subsidiary, associated or related companies, agents or sub-contractors providing services in terms of the agreement.

2.10 Dispute Resolution and Governing Law

Should any dispute arise between the Fund and the service provider, both parties will attempt to resolve the dispute in good faith through senior-level negotiations. If the dispute is not resolved through negotiation or mediation within a reasonable time both parties agree that it shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation and agreed upon by both parties. The arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction, on condition that such urgent relief is only of an interim nature pending the determination of the dispute by the arbitrator. The parties submit in this regard, to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg, South Africa.

The Terms of Business and the contract shall be subject to South African law.

ANNEXURE B

CONFIDENTIALITY AGREEMENT

BETWEEN

ESKOM PENSION AND PROVIDENT FUND

(Pension fund registration number 12/8/564)

(hereinafter referred to as “EPPF”)

AND

(Registration number _____)

(hereinafter referred to as “_____”)

1 THE CONFIDENTIAL INFORMATION

- 1.1 “**Confidential Information**” shall, for the purpose of this agreement include, without limitation, any technical, financial, commercial, business or scientific information know- how, trade secrets, agreements, undertakings, structures, products, messages, machinery, designs, drawings, technical specifications, plans, formulae, marketing methods, client lists, supplier lists, projects, projections, cash flow charts, software and copies, notes and extracts, strategic plans, direction, manner, timing and implementation of any projects to be undertaken, process, codes and data of all types (including, but not limited to, the information set out in 1.1 above) in whatever form, disclosed to or assessed by any party during the course of its relationship with the other parties. It also includes Personal Information as defined in the Promotion of Access to Information Act 2 of 2000 and which is disclosed by the disclosing party to the receiving party in terms of this agreement.
- 1.2 If the receiving party is uncertain as to whether any information is confidential information, the receiving party shall treat such information as confidential until the contrary is agreed by the disclosing party in writing.

2 DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
- 2.2 The receiving party acknowledges that the confidential information is a valuable, special and unique asset proprietary to the disclosing party.
- 2.3 The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 10, disclose the information to any other party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. For avoidance of doubt, in this agreement “other party” means any party other than EPPF and.....their holding or

subsidiary companies or agents who shall be deemed to be bound by the provisions of this agreement.

- 2.4 The receiving party undertakes not to disclose the confidential information to any other party, except where the confidential information is disclosed to any party to whom the receiving party has assigned or transferred (or may potentially assign or transfer) any of its rights or obligations under any agreement(s) and provided such party has undertaken to the receiving party in writing to adhere to the provisions of this agreement.
- 2.5 Notwithstanding anything to the contrary contained in this agreement the parties agree that the confidential information may be disclosed by the receiving party to its professional advisors, employees and employees of its subsidiaries on a need-to-know basis; provided that party takes whatever steps are necessary to procure that such persons agree to abide by the terms of this agreement to prevent the unauthorised disclosure of the confidential information to other parties. The receiving party's failure to procure the consent of such persons to abide by the terms of this agreement shall in no way detract from the receiving party's obligations in terms of this agreement. For purposes of this clause, the receiving party's professional advisors, employees, directors, managers and employees of its subsidiaries shall be deemed to be acting, in the event of a breach, as that party's duly authorised agents.
- 2.6 The receiving party agrees:
- 2.6.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;
- 2.6.2 that the unauthorised disclosure of the confidential information to another party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against the loss, claim harm or damage of whatsoever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provision of this agreement.

2.6.3 not to copy or reproduce the confidential information by any means without the prior written consent of the disclosing party unless so directed by a court order or law, it being recorded that any copies shall be and remain the property of the disclosing party;

2. TABLE OF CONTENTS

Clause		Page number
1	Introduction	3
2	The Confidential Information	3
3	Disclosure of Confidential Information	4
4	Title	6
5	Restrictions on Disclosure and Use of the Confidential Information	6
6	Data Protection	6
7	Standard of Care	7
8	Return of Material Containing or Pertaining to the Confidential Information	7
9	Excluded Confidential Information	8
10	Disclosing Party Undertaking	9
11	Term	9
12	Additional Action	9
13	Breach	10
14	Amendments	10
15	Enforcement	10
16	Headings	11
17	Representations and Warranties	11
18	Entire Agreement	11
19	Governing Law	11
20	Submission	11
21	Postal Addresses	11
22	Severability	13

3 INTRODUCTION

- 3.1 The parties intend to provide each other with certain information pertaining to their business and operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 3.2 For purposes of this agreement, “parties” means EPPF and _____ and “party” means any one of them as the context may indicate.
- 3.3 The parties acknowledge that any confidential information exchanged between them should be kept confidential and have therefore agreed to enter into this agreement.
- 3.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.
- 3.5 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that any of the parties shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 3.6 For the purpose of this agreement the party which discloses confidential information shall be referred to as “the disclosing party” and the party which receives the confidential information shall be referred to as “the receiving party”.

4 TITLE

- 4.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
 - 4.1.1 to be proprietary to the disclosing party; and

4.1.2 not to confer any rights to the receiving party of whatsoever nature in the confidential information.

5 RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

5.1 The receiving party undertakes not to use the confidential information for any purpose other than:

5.1.1 that for which it is disclosed; and

5.1.2 in accordance with the provisions of this agreement.

6 DATA PROTECTION

6.1 The receiving party undertakes to comply with any obligations under applicable privacy and data protection laws governing personal information.

6.2 The receiving party shall ensure that all processing in respect of personal information will not place the disclosing party in breach of any applicable privacy and data protection laws.

6.3 The receiving party undertakes to implement commercially reasonable measures to detect and/or prevent unauthorized access to its information technology systems and particularly in respect of protecting the integrity of and preventing unauthorised access to personal information that the receiving party has in its possession or under its control.

6.4 The receiving party undertakes to obtain the disclosing party's consent in the event of the receiving party having to forward the Personal Information, to a third party in pursuance of its obligations under this agreement. The receiving party shall in any event ensure that any such third party shall be bound by the security measures imposed on the receiving party in terms of clause 6.3.

6.5 The disclosing party shall be entitled to, on reasonable notice, investigate the steps the receiving party has taken to comply with this clause.

7 STANDARD OF CARE

7.1 The receiving party agrees that it shall protect the confidential information disclosed

pursuant to the provisions of this agreement using the same standard of care that the receiving party applies to safeguard its own proprietary, secret or confidential information, provided that the standard of care shall not be lower than the standard care that would be applied by a reasonable receiving party in its position in the circumstances, and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

8 RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION

8.1 The disclosing party may, at any time, request the receiving party to return any material containing, pertaining or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish sufficient proof as may reasonably be required by the disclosing party, including without limitation, a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

8.2 As an alternative to the return of the material contemplated in 8.1 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with sufficient proof as may reasonably be required by the disclosing party, including without limitation, a written statement to the effect that such material has been destroyed.

8.3 The receiving party shall comply with a request in terms of this clause, within seven days of receipt of such a request.

8.4 This clause shall not apply to the extent that the receiving party is obliged to retain any confidential information in terms of any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

9 EXCLUDED CONFIDENTIAL INFORMATION

- 9.1 The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any confidential information that:
- 9.1.1 is known to, or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
 - 9.1.2 is or becomes publicly known, otherwise than as a result of a breach of this agreement by the receiving party;
 - 9.1.3 is developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;
 - 9.1.4 is disclosed by the receiving party after being requested or required to disclose such information in terms of any law or regulations or by any judicial, governmental, supervisory or regulatory body, court of law or legal process; provided that in these circumstances, the receiving party shall advise the disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
 - 9.1.5 is disclosed to another party pursuant to the prior written authorisation of the disclosing party;
 - 9.1.6 is received from another party in the circumstances that do not result in a breach of the provision of this agreement.
- 9.2 The onus of proving that one or more of the exclusions listed above applies in relation to any confidential information shall rest with the receiving party .

10 DISCLOSING PARTY UNDERTAKING

10.1 The disclosing party undertakes to use its reasonable commercial endeavours to ensure that the confidential information or other information disclosed by the disclosing party and received by the receiving party is accurate, up to date and complete as at the date of being disclosed.

10.2 Where it becomes apparent to either party that the confidential information provided is incomplete, out dated or inaccurate, that party shall inform the other party of such inaccuracy and the disclosing party shall use its reasonable commercial endeavours to procure updated or correct information and disclose it to the receiving party.

10.3 No confidential information or other information, communication or document made available to or supplied to the receiving party by the disclosing party shall constitute an offer or invitation to the receiving party, nor will any such information, communication or document form the basis of any contract apart from this agreement.

11 TERM

11.1 This agreement shall commence upon the date of signature of the last signing party hereto (“the effective date”) and shall endure indefinitely.

12 ADDITIONAL ACTION

12.1 All parties to this agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this agreement.

13 BREACH

13.1 In the event that the receiving party should breach the provisions of this agreement and fail to remedy such breach within seven days from date of a written notice to do so, then the disclosing party shall be entitled to invoke all remedies available to it in law including the institution of an action for damages.

13.2 The parties acknowledge and agree that –

13.2.1 cancellation is not an appropriate remedy for breach of this agreement and this agreement may not be cancelled or terminated save by written agreement between the parties; and

13.2.2 damages alone may not be an adequate remedy for any breach of the obligations set out in this agreement and that the remedies of interdict, specific performance and any other equitable relief are appropriate for any actual breach of this agreement. The disclosing party will be entitled to apply for such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).

13.2.3 Should any unauthorised disclosure of confidential information take place in breach of the provisions of this agreement, the disclosing party shall, in addition to the foregoing, be entitled by written notice to the receiving party to terminate all obligations to provide information to the receiving party with immediate effect and no further information will be disclosed to the receiving party in terms of this agreement.

14 AMENDMENTS

14.1 No amendment or waiver of any of the provisions of this agreement shall be effective unless reduced to writing and signed by both parties.

15 ENFORCEMENT

15.1 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this

agreement.

16 HEADINGS

16.1 The headings of the clauses of this agreement are used for convenience only and shall not affect the meaning or constructions of the contents of this agreement.

17 REPRESENTATIONS & WARRANTIES

17.1 All parties represent that they have authority to enter into this agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this agreement.

18 ENTIRE AGREEMENT

18.1 This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this agreement.

19 GOVERNING LAW

19.1 This agreement and the relationship of the parties in connection with the subject matter of this agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

20 SUBMISSION

20.1 The parties hereby submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg.

21 POSTAL ADDRESSES

21.1 Any written notice in connection with this agreement may be addressed:

21.1.1 In the case of EPPF to:

Address: Isivuno House, EPPF Office Park
24 Georgian Crescent East
Bryanston East
2191.

And shall be marked for the attention of the Head : Legal, Corporate Secretariat and Facilities;

21.1.2 In the case of _____ to:

Address: _____

And shall be marked for the attention of _____.

21.2 A party may change its address by prior notice in writing to the other parties.

21.3 If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received ten days after the date of posting.

21.4 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

22 SEVERABILITY

22.1 In the event of any one or more of the provisions of this agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this agreement, and the agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

Signed at on this..... day of
2018

For Eskom Pension and Provident Fund:

....., duly authorised

AS WITNESSES:

1.

2.

Signed at on this..... day of2018

For

....., duly authorised

AS WITNESSES:

1.

2
.....

3 ANNEXURE C

INSURANCE BROKING SERVICE.

Please note that these are indicative of services needed only and proposals will have to indicate and motivate any changes to the existing based on specialist knowledge in the field.

INSURANCE COVER REQUIRED 2019 / 2020 – First Year

3.1 ASSETS ALL RISKS

THE INSURED

Eskom Pension and Provident Fund.

INSURED PROPERTY

All real and personal property of every kind and description owned, hired lease or in the care and custody of the Insured.

Excluding property that is specifically insured elsewhere.

INSURED EVENTS – A minimum of the following:

Sudden and unforeseen accidental loss or damage to the above property by fire, lightning, thunderbolt, water, snow, hail, aircraft, aerial devices, impact by animals, vehicles, trees, earthquake, riot and strikes including maintenance and overhaul and all other events not herein excluded.

INDICATIVE INDEMNITY LIMITS

Electronic Equipment – Current Insured amount - R16,000,000, to be reviewed and updated.

Transit / Reinstatement / Increase in cost of working and claims preparation – Current Insured Amount - R 2,500,000.00, to be reviewed and Updated.

Office content – Current Insured Amount - R 13,000,000.00, to be reviewed and updated.

Bussiness Interruption / Accidental Damage / All Risks – Current Insured Amount - R 2,000,000.00, to be reviewed and updated.

3.2 SASRIA

INSURED PROPERTY BUT NOT LIMITED TO

All assets of the Insured, i.e. buildings contents, office machinery and equipment, information technology equipment and sytems, money, goods in transit, motor vehicles and contract works.

INSURED EVENTS

Loss or damage caused by or lost arising out of:
civil commotion, labour disturbances, riot, strike or lockouts.
insurrection, rebellion and revolution.

Any act which is calculated to bring about loss or damage to
further any political aim or objective or bring about any
social and economic change.

The act of any lawfully established authority to control,
prevent or suppress any of the above activities.

INDEMNITY LIMITS

As per the underlying policy.

3.3 MOTOR FLEET

INSURED PROPERTY

All motor vehicles purchased or leased, full comprehensive,

Current Fleet vehicles : 2 x Toyota Etios 1.5

New vehicles from 1 July 2019 : 1 x Toyota Corolla 1.6, 1 x Toyota RAV 4 and 1 x Toyota Hilux
bakkie.

INDEMNITY LIMITS

Market Value

3.4 CRIME

INSURED EVENTS

Loss of money occurring at Insured or bank premises, or during transit.

INDEMNITY LIMIT

R10 000

3.5 LIABILITY

3.5.1 PUBLIC LIABILITY

Legal liability of the Insured to pay damages consequential upon accidental death of, or bodily
injury or illness to any person, or accidental loss of, or physical damage to tangible property.

Suitable insured amount to be advised.

3.5.2 EMPLOYERS LIABILITY

Legal liability of the Insured to pay compensation, including claimants costs, fees, expenses and defence costs arising out of any actual or alleged negligent act, error or omission in the execution and conduct of the professional activities and duties undertaken by the Insured staff in the conduct of the Business. Professional activities shall mean those that the Insured provides as their usual business and for which they are qualified by relevant examination, training or experience. Suitable insurance amount to be advised.

INDEMNITY LIMIT

R18 000 000

3.6 BUSINESS ALL RISKS

INSURED EVENTS

Loss or damage by accident or misfortune to personal effects or possessions of the employee whilst travelling on the Insured's business.

INDEMNITY LIMIT

R10 000 per claim.

3.7 CORPORATE TRAVEL INSURANCE

A minimum of 150 days domestic and international travel inclusive of Medical / Personal Injury / Assistance / Cancellations / Baggage / Political and Natural Disasters / Personal Security / Personal Liability / Legal Expenses / Hijack or kidnapping. Also cost of top up in the event needed

3.8 HIRED VEHICLES (Comprehensive Cover)

All vehicles hired by employees for official Fund business from approved vehicle hire companies. Approximate use of 180 lease/rental days per year. Also cost of top-up in the event needed
All of the above limits are to be evaluated at the time of the renewal of the Insurance for the first year, and limits and cover will be adapted to fulfill the Fund's needs at the time.

THE INSURED

Eskom Pension and Provident Fund

INSURED EVENTS

3.9 PENSION FUND TRUSTEES LIABILITY / PROFESSIONAL INDEMNITY

INDEMNITY LIMIT

Indicative R 550m, R 650m, R 750m R 850m cover inclusive of one full re-instatement. Also indicate maximum cover amount that can be obtained.

This limit will be re-evaluated and can be adjusted in line with the needs of the Fund at the time of renewal.

INSURED EVENTS

3.10 CYBER SECURITY

INDEMNITY LIMIT

Indicative cover applicable to be advised on as this is a new requirement. Also indicate maximum cover amount that can be obtained.

This limit will be re-evaluated and can be adjusted in line with the needs of the Fund at the time of renewal.