



NEC3 Term Service Contract (TSC3)

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

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

for **The provision of subsidized meals and special catering for a period of 60 months at Komati Power Station.**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No.

The provision of subsidized meals for a period of 60 months at Komati Power Station.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

The provision of subsidized meals for a period of 60 months at Komati Power Station.

C1.1 Form of Offer & Acceptance

Offer

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

The provision of subsidized meals for a period of 30 months at Komati Power Station.

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	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

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

The provision of subsidized meals for a period of 60 months at Komati Power Station.

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	(Insert name and address of organisation)	Date	

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

The provision of subsidized meals for a period of 60 months at Komati Power Station.

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	[•]	[•]
2	[•]	[•]
3	[•]	[•]

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			
Date			

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Silindile Mseleku
	Address	Komati Power Station, Private Bag, Blinkpan, 2250
	e-mail	mselekcs@eskom.co.za
11.2(2)	The Affected Property is	Komati Power Station
11.2(13)	The <i>service</i> is	The provision of subsidized meals for a period of 60 months at Komati Power Station.
11.2(14)	The following matters will be included in the Risk Register	Dust, Steam leaks, Wet floor due to water leaks, Pulverised powder (PF)
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

The provision of subsidized meals for a period of 60 months at Komati Power Station.

		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 days
2	The Contractor's main responsibilities	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	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	The provision of subsidized meals for a period of 60 months at Komati Power Station.
4	Testing and defects	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
5	Payment	
50.1	The <i>assessment interval</i> is	the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	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
7	Use of Equipment Plant and Materials	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
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Change to works information
83.1	The <i>Employer</i> provides these insurances	"The Contractor should request the Insurance

The provision of subsidized meals for a period of 60 months at Komati Power Station.

	from the Insurance Table	Schedules from Eskom Insurance, by submitting a written request to the Service Manager”
83.1	The <i>Employer</i> provides these additional insurances	“The Contractor should request the Insurance Schedules from Eskom Insurance, by submitting a written request to the Service Manager”
83.1	The <i>Contractor</i> provides these additional insurances:	
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	“The Contractor should request the Insurance Schedules from Eskom Insurance, by submitting a written request to the Service Manager
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	
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:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
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:	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)..
9	Termination	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.
10	Data for main Option clause	
A	Priced contract with price list	
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	At tender submission deadline
50.6	The <i>exchange rates</i> are those published in	Rands
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	Adjudicator will be appointed when the dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the

The provision of subsidized meals for a period of 60 months at Komati Power Station.

		South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) 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	South Africa - Johannesburg
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level damage</i> is	R500 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
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	"The Contractor should request the Insurance Schedules from Eskom Insurance, by submitting a written request to the Service Manager"
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 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, for any queries regarding Eskom's Insurance Policy and Procedures, kindly contact: Dheven Bisetty at 011 800 2714 Email: Bisett@eskom.co.za Moses Mmutle at 011 800 4062 Email: CMmutleM@eskom.co.za Krishan Chaithoo at 011 800 4455 Email: ChaithK@eskom.co.za
X18.4	The <i>Contractor's</i> total liability to the	the total of the Prices other than for the

The provision of subsidized meals for a period of 60 months at Komati Power Station.

	<i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>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> <ul style="list-style-type: none"> • 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.
X18.5	The <i>end of liability date</i> is	2 weeks after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i>	

The provision of subsidized meals for a period of 60 months at Komati Power Station.

	within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all

The provision of subsidized meals for a period of 60 months at Komati Power Station.

	such images vests exclusively in the <i>Employer</i> .
Z5.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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 <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> . Without limitation the <i>Contractor</i> : <ul style="list-style-type: none"> • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of

The provision of subsidized meals for a period of 60 months at Komati Power Station.

	the event, he is not entitled to a change in the Prices.
Z10	<i>Employer's limitation of liability</i>
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z11.1	or had a business rescue order granted against it.

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

C1.2 Contract Data

Part two - Data provided by the Contractor

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.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	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	C2.2 The price list
11.2(19)	The tendered total of the Prices is	R

The provision of subsidized meals for a period of 60 months at Komati Power Station.

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>	2

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:

Identified and defined terms	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">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• 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.
		(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.

The provision of subsidized meals for a period of 60 months at Komati Power Station.

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.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the price list

ITEM		Unit	Years / Yearly	Qty	Rate	Total amount
100	Preliminary and Generals					
1	Health and Safety requirement	sum	Once Off	1		
2	PPE/Uniform	Yearly	Yearly	5		
	Sub - total (P&G)					
200	Consumables					
1	Consumables (Foil packages – microwavable, till rolls, cleaning supplies etc) As and when required	sum				
2	Maintenance of equipment (Including fat trap) As and when required	sum				
	Sub - total (Consumable)					
300	Labour					
1	Site Manager	Month	60	1		
2	Supervisor	Month	60	1		
3	Safety Officer	Month	60	1		
4	Occupational hygiene Officer	Month	60	1		
5	Admin	Month	60	1		

ESKOM HOLDINGS SOC Ltd
THE PROVISION OF SUBSIDIZED MEALS FOR A PERIOD OF 30 MONTHS AT KOMATI POWER STATION

6	Chef	Month	60	1			
7	Cook	Month	60	2			
8	Drivers	Month	60	2			
9	General assistant	Month	60	2			
10	Cleaners	Month	60	3			
12	Transport (Deliveries and transport of personnel) Km	Month	60	186			
	Sub - total (Labour)						
400	Services	Unit	Months/ Yearly	Number of Personnel	Number	Rate	TOTAL AMOUNT
1	Subsidized meals (Incl employees/community on training)) (250 employees x 23 days x 60 months	ea	60	220	23		
2	Special catering (Buffet) (25 employees x 4 days x 60 months	ea	60	25	4		
3	Special catering (Platters) (25 employees x 3 days x 60 months	ea	60	25	3		
4	Special Catering (Braai) (400 employees x 4 per year x 5 years	Yearly	5	400	3		
TOTAL AMOUNT (100+200+300+400)							

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's Service Information</i>
C3.2	<i>Contractor's Service Information</i>

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

PART C1: AGREEMENTS & CONTRACT DATA.....	2
Offer	3
Acceptance	4
Schedule of Deviations to be completed by the <i>Employer</i> prior to contract award	5
Part one - Data provided by the <i>Employer</i>	6
Statement.....	6
Data.....	6
General.....	6
2	7
The <i>Contractor's</i> main responsibilities	7
3	7
Time	7
4	7
Testing and defects.....	7
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	7
5	7
Payment.....	7
6	7
Compensation events	7
7	7
Use of Equipment Plant and Materials.....	7
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	7
8	7
Risks and insurance.....	7
9	8
Termination	8
10	8
Data for main Option clause	8
11	8
Data for Option W1	8
12	9
Data for secondary Option clauses.....	9
Annexure A: Insurance provided by the Employer.....	14
Part two - Data provided by the <i>Contractor</i>	15
Clause	15
Statement.....	15
Data.....	15
Part 2: Pricing Data.....	16
How work is priced and assessed for payment.....	17
Function of the Price List	17
Link to the <i>Contractor's</i> plan.....	17
Preparing the <i>price list</i>	17
Format of the <i>price list</i>	18
Part 3: Scope of Work.....	1
C3.1: Employer's service Information	ii
1 Description of the <i>service</i>	iv
1.1 Executive overview.....	iv
1.2 <i>Employer's</i> requirements for the <i>service</i>	iv
1.3 Interpretation and terminology	viii

THE PROVISION OF SUBSIDIZED MEALS FOR A PERIOD OF 30 MONTHS AT KOMATI POWER STATION

2	Management strategy and start up.....	viii
2.1	The <i>Contractor's</i> plan for the <i>service</i>	viii
2.2	Management meetings.....	viii
2.3	<i>Contractor's</i> management, supervision and key people	viii
2.4	Documentation control	viii
2.5	Invoicing and payment	ix
2.6	Training workshops and technology transfer	x
3	Health and safety, the environment and quality assurance	x
3.1	Health and safety risk management.....	x
3.2	Environmental constraints and management.....	x
3.3	Quality assurance requirements	x
4	Procurement.....	xi
4.1	People	xii
4.1.1	Minimum requirements of people employed.....	xii
4.1.2	SD & L	
.3	
4.2	Subcontracting	xiii
4.2.1	Preferred subcontractors	xiii
4.2.2	Limitations on subcontracting	xiii
4.3	Plant and Materials.....	xiii
4.3.1	Correction of defects	xiii
4.3.2	<i>Contractor's</i> procurement of Plant and Materials	
4.3.3	Tests and inspections before delivery	
4.3.4	Plant & Materials provided "free issue" by the <i>Employer</i>	xiii

1 Description of the service

1.1 Executive overview

The provision of subsidized meals for a period of 30 months

1.2 Employer's requirements for the service

The description of the services required includes the following:

INTRODUCTION

This is an all-inclusive Catering Services providing basic meals and beverages, and other items on a daily basis to on-site employees and visitors. Provision of daily meals for Komati permanent employees, ERI (Eskom ROTEK Industries), meetings, functions, conferences and courses arranged for ESKOM employees and external parties (e.g. Auditors) working at Komati Power Station. Kindly note Service Provider and Contractor are used interchangeably on this document

Applicability

This document shall apply throughout Komati Power Station.

Effective date

The document will be effective from the date of authorization.

Normative

- [1] Basic Conditions of Employment Act No 75 of 1997.
- [2] Occupational Health and Safety Act and Regulations No 85 of 1993.
- [3] National Environmental Management Act 107 of 1998.
- [4] National Road Traffic Act 93 of 1996.
- [5] 32-37 Eskom Substance Abuse Procedure.
- [6] Regulations Governing General Hygiene Requirements for Food Premises the Transport of Food and Related Matters (R638 of 2018)

Informative

- [7] 32-726 Mandatory SHE Requirements for Eskom Procurement and Supply Chain Management
- [8] 240-62196227 Eskom Life Saving Rules
- [9] Tobacco Products Control Act 83 of 1993 (Updated 2011.05.19)
- [10] SANS 1186 Symbolic Safety Signs
- [11] Constitution of the Republic of South Africa No 108 of 1996
- [12] 32-95 Eskom Procedure Manual for Performing Occupational Health & Safety Management & Environmental Management : Conducting EH&S Incident Management, OHS Act & Regulations

Abbreviations

	Explanation
PPE	Personal Protective Equipment

OPS	Operating
-----	-----------

Roles & Responsibility

Employer – Service Manager

- Responsible for overall management of the catering services contract.

Contractor Site Manager

- The contractor supervisors are to monitor daily that all areas are cleaned and the quality of service is maintained at all times.
- Address reported cases on food qualities and quantities
- Receive stock, check temperature where applicable.
- Report broken or stolen hygiene equipment to service manager.
- Ensure MOCCA software licence is paid per year

Contractor’s Employees

- Deliver ordered meals to allocated sites.
- Hand meals to those who ordered food to be collected
- Clean and do pest control.
- Adhering to all Food, Hygiene, Environmental and Occupational Health and Safety Act 85 of 1993 standards, ISO9001, ISO14001, ISO18001 and any other applicable laws for Food and Catering Services.
- Serviettes, disposable cutlery, packed seasoning (salt & pepper) and sauce packages (tomato sauce, vinegar and salad dressing(when applicable) to accompany all meals delivered)
- Plates (when requested for management, meetings and training)
- Take-away food containers, foil containers with lid (Microwavable), for all other meal deliveries

REQUIREMENTS

Services Times

- ✓ The plant runs 7x 365 days
- ✓ The normal working time is Monday to Sunday.
- ✓ Normal service time will be from 08:00 – 21:00 (Monday to Sunday including public holidays). Access to site shall be done according to the requirements set out in the Eskom procedure for the management of security operations, PAB20028 (latest revision)
 - ✓ **Break-fast** will be served from 6am to 9:00 am daily including Public Holidays. The Ordering system closes at 8:30. Deliveries will only be or Shift-workers (Ops, WTP, Ash and Security).
 - ✓ **Lunch** will be served from 10:30 to 11:30 am daily including Public Holidays. The Ordering system closes at 9:30. The Service Provider can still serve food if it is still available, where the employees will order as supper. Note: this will be an exceptional case. All lunch meals are delivered except Service Building employees.
 - ✓ **Supper** will be served from 8pm to 9 pm daily including Public Holidays. The Ordering system closes at 20:00. Deliveries will only be or Shift-workers (Ops, WTP, Ash and Security).

THE PROVISION OF SUBSIDIZED MEALS FOR A PERIOD OF 30 MONTHS AT KOMATI POWER STATION

- ✓ Any extended operating hours will either be at the discretion of the Contractor or be negotiated directly with the Contract Manager should such a requirement be deemed necessary.
- ✓ Eskom employees to place orders on the Mocca Kiosks or eMocca on-line as follows:

Break-fast latest 8:30

Lunch latest 9:30

Supper latest 20:h00

Resources provided by the employer “free issue”

- [1] The employer shall provide water and power supply.
- [2] The employer will provide the contractor access to toilet facilities.
- [3] The employer will perform maintenance to facilities.
- [4] The scaffolding requirement and erection for the services on site shall be employer’s responsibility.

Resources provided by the service provider”

- [1] The Service provider to supply competent staff, however Eskom must approve supervisors to be used by service provider including safety officers. It is the Service provider’s responsibility to ensure that the required manpower is always available
- [2] The Service provider shall provide all PPE required to perform the task.
- [3] The Service provider shall provide their own medical certificates.
- [4] The training and travelling for the service provider staff shall be borne by the service provider.
- [5] The Service provider shall provide all cleaning chemicals
- [6] The Service provider will perform maintenance to service kitchen’s equipment as per list of equipment.
- [7] The Service provider shall be responsible for the renewal of Mocca licence fees on yearly basis
- [8] The Service provider shall be responsible for procurement of till rolls for printing of meal orders
- [9] The Service provider shall be responsible for maintenance of the fat trap.

Labour requirements

Position	No of personnel
Site Manager	1
Supervisor	1
Safety Officer	1
Quality check Officer	1
Cashier/Admin	1
Chef	1
Cook	2 1 as back-up
Drivers	2 1 as back-up
General assistant	2 1 as back-up
Cleaners	3 1as back-up
TOTAL	15

NB: The above is only an indication of estimated or optimal required numbers, the Service Provider will decide on the numbers based on the situation and Employer’s needs.

Additional requirements

- [1] The service provider must provide sufficient labour to continuously meet contractual obligations
- [2] The Service provider must notify at least one month in advance, his intentions to withdraw and replace supervisors & safety officers. During this notice period the Service provider must find the replacement.
 - [3] The Service provider to comply with Eskom & statutory requirements.
- [4] The Service provider must provide MSDS for all chemicals to be used at Komati and MSDS to comply with the requirements of the Occupational Health & Safety Act of 1993.
- [5] The contractor to comply with all environmental legislations that govern the power station activities: National Environmental management Act: 107 of 1998, National Environmental Waste Act 59 of 2008 and National Water Act 36 of 1990.
- [6] Waste to be disposed in accordance to the station colour code. Report all environmental incidents within 24 hours.
- [7] Manage waste generated in accordance to the station Waste Management and Disposal procedure, PAB20100.

Description of service

- Food Preparation
- Food Cooking
- Food Serving and delivering
- Food Preservation
- Food Disposal
- House Keeping
- Provide mobile fridges /deep freeze when required/ emergency basis (max 2 months)

Services required:

- ✓ Daily meals for employees approximately 4000 to 5000 meals per months.
- ✓ Daily meals for students attending training approximately 500 to 1000 meals per month.
- ✓ Special catering for events, served buffet style or platters:
 - Coffee and tea station average 25 people per visit
 - Site visits by interested parties approximately 300 meals per month
 - Management functions (Safety, Heritage, Awards etc) approximately 3000 meals per year
 - Any ad hoc requests not covered above
 - Décor as and when required

Maintenance of Equipment:

Equipment to maintained and repaired as and when required.

List of onsite equipment:

1.3 Interpretation and terminology

Not Applicable

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The contractor must provide the service level agreement for the training facility to be used for hot training. The contractor to submit the training matrix and plan including power station knowledge for the first year within 2 weeks of start of the contract for approval.

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the Service Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	As and when required by both parties	Service manager’s office	Employer, Contractor and Senior Advisor Safety

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

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

2.3 Contractor’s management, supervision and key people

The contractor supervisor to meet the requirements stated in the scope of work and to report to the Fire Officer on all operational issues. The contractor to provide the organogram showing his/her lines of authority / communication.

2.4 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself

2.5 Invoicing and payment

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 showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor / Supplier / Consultant* shall address the tax invoice to

ESKOM HOLDINGS SOC LIMITED
KOMATI POWER STATION
PRIVATE BAG X
BLINKPAN
2250

and include on each invoice the following information:

- Name and address of the *Service Manager*;
- The Contract number and title;
- All Electronic invoices must be sent in PDF format only;
- Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time;
- The *Contractor's* e-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail);
- The Task Order number starting with 45* series.
- *Contractor's / Supplier's / Consultant's* VAT registration number;

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

- The *Employer's* VAT registration number 4740101508;
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- E-mail address for invoice submission:
- Local Eskom invoices: invoiceseskomlocal@eskom.co.za
- Foreign Eskom invoices: invoiceseskomforeign@eskom.co.za

NOTES:

- It is of the utmost importance and it is expected from the *Contractor(s)* to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.
- If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.
- For Foreign invoices, *Contractor* will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the *Contractor* have

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

- Tax Requirement

- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the *Contractor / Supplier / Consultant* is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on the *Contractor's* invoice the *Employer* recommend that the *Contractor / Supplier / Consultant* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom through the park invoice report.
- The *Contractor* can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The *Contractor Consultant* are welcome to forward the details of invoices corrected to the FSS contact centre.
- *Contractor* do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the *Contractor / Supplier / Consultant* can then send the GR / SE number to the FSS contact centre.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:
 - Tel: 011 800 5060
 - e-mail: fss@eskom.co.za

2.6 Training workshops and technology transfer

Provide training to all employees on proper use of PPE and safe work procedures.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure 1 to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the waste management and disposal procedure, PAB20100.

The *Contractor* to adhere to Governing General Hygiene Requirements for food Premises & Transport of food as specified under SHE requirements.

The Supplier to submit requirements based on Category 4 Quality Requirements (attached). Submit and sign Form A (Tender & Contract Quality Requirements for QM58 & Quality Requirements for ISO 9001 Standard) attached to agree to adhere to all Eskom holdings Quality requirements including being sampled for Audits as and where required

3.3 Quality assurance requirements

THE PROVISION OF SUBSIDIZED MEALS FOR A PERIOD OF 30 MONTHS AT KOMATI POWER STATION

The Supplier to submit a Contract Quality Plan or method statement based on the scope of work, information for defined roles, responsibilities and authorities, Quality Objectives and Quality Policy. The supplier to also demonstrate how they handle Customer complaints (Non-Conformity handling Procedure).

The Supplier will also be expected to comply with Komati Power Stations NC handling procedure.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Only South African citizens shall be employed to provide the service. Contractor shall comply with the laws of South Africa regarding the employment of the people to provide the service.

4.1.2 Supplier Development & Localisation

<p>Confirm if any objective criteria will be applied to the tender in terms of the PPPFA. If so, specify the criteria that will be applied, and the evaluation methodology.</p>	<p>Pre- Qualification Criteria Eskom calls for Level 1 & 2 B-BBEE compliant suppliers that are EME' and QSE's as per Eskom's hierarchy of PPPFA.</p> <p>Validity of Affidavit</p> <p>The following must be considered when it comes to validity of Affidavits;</p> <ul style="list-style-type: none"> • Affidavit must be completed in full (i.e. dates, ownership percentages and contribution level). • Deponent and Commissioners date must be same. • Affidavits on Accountants/Auditors letterheads will not be accepted. • Affidavits signed by Accountants/Auditors will not be accepted. • Only BBBEE certificates for EMEs coming from DTI will be accepted. <p><i>NB: failure to meet the above-mentioned Special Condition will render the submission non responsive.</i></p>
<p>State if there will be a need for post-tender negotiations, on what basis and how suppliers will be selected for post-tender negotiations after evaluations.</p>	<p>Will want to negotiate with the 3 Tenders based on PPPFA ranking if price difference is within 3% variance on the evaluated prices. Negotiate on NEC deviations, vending machines/tuckshop provision and food Testing (sample) and provision of work for locals (Komati Village and surrounding)</p>

Objective Criteria

The following are the objective criteria the organisation intends to apply in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act. Upon agreement with the contractor the proposals will form part of the contract commitment.

Local content & Production

The Local content target for this tender is set at 100% and it is further indicated that there are no commodities or materials needed for the execution of this project that are part of the designated sectors declared by DTI. That is, the Local content target does not have a mandatory threshold and should any of the recommended tenderer fail to meet the Eskom’s target, this will form part of the negotiation and part of the contract once agreed upon.

Table 1

Criteria	Eskom’s target	Tenderer’s Proposal
Local content	100%	

Job Creation

Supplier should mention the number of jobs to be created and retained as a direct result of the contract.

Suppliers are required to source local to site labour to increase job creation around Komati Power Station

4.2 Subcontracting

4.2.1 Preferred subcontractors

Subcontracting not allowed.

4.2.2 Limitations on subcontracting

Subcontracting not allowed

4.3 Plant and Materials

4.3.1 Correction of defects

All defective plants or equipment to be reported to the service manager or safety department.

4.3.2 Plant & Materials provided “free issue” by the Employer

Water