



NEC3 Term Service Contract (TSC3)

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

and

**for THE PROVISION OF ANIMAL AND VETERINARY
SERVICES AT TUTUKA POWER STATION AS IN
WHEN REQUIRED**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No. [Insert at award stage]

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*

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 ANIMAL AND VETERINARY SERVICES AT TUTUKA POWER STATION AS IN WHEN REQUIRED.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the Prices in Euro's	
	The offered total of the amount due inclusive of VAT is ¹	
	(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:**

(Insert name and address of organisation)

Name &
signature of
witness

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*.

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**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf of
(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1 : Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		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
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	The provision of animal and veterinary services at Tutuka power station.

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

11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract (Appendix A on the last page of this document)
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working 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 or as agreed with the service manager.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	As per terms and conditions of the NEC3 Term Service Contract April 20132 (TSC3).
5	Payment	
50.1	The <i>assessment interval</i> is	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	30 days
51.4	The <i>interest rate</i> is	<p>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 and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the</p>

		foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	As per terms and conditions of the NEC3 Term Service Contract April 20133 (TSC3).
7	Use of Equipment Plant and Materials	As per terms and conditions of the NEC3 Term Service Contract April 20134 (TSC3).
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. as stated for "Format TSSC3" available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
9	Termination	As per terms and conditions of the NEC3 Term Service Contract April 20135 (TSC3).
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 service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see 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

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>Month prior the closing date of this enquiry</p> <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15	non-adjustable		100		
proportion	linked to index for	Index prepared by																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
15	non-adjustable																									
100																										
X2	Changes in the law	As per terms and conditions of the NEC3 Term Service Contract April 2013⁶ (TSC3)																								
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	<p>The Contractor's liability is limited to the deductibles.</p> <p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.asp</p>																								
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_ 																								

		<i>From_1_April_2014_To_31_March_2015.aspx</i>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<ul style="list-style-type: none"> • The total of the Prices for the particular Task Order and cumulatively to the total of the Contract Price, other than for the excluded matters. The excluded matters stated in the Contract Data shall replace the excluded matters listed under clause X18.4. • The Contractor's total liability for the excluded matters is not limited, but subject to clause X18.1. • The excluded matters are amounts for which the Contractor is liable under this contract for
X18.5	The end of liability date is	52 weeks
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 working days of receiving the Task Order / Purchase Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws

and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z9.3 If any proceedings are brought or any claim is made against either Party that might subject that Party to liability under the indemnities included in this Contract, the Parties shall promptly give each other (as the case may be) notice thereof and the Party who might so become liable (the "Liable Party") may at its own expense and in the other Party's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. Unless notice has been provide to the Liable Party and the Liable Party fails to take any steps or to participate in discussions the Party receiving the claim shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Parties shall afford each other all available assistance in conducting such proceedings or claim, and shall be reimbursed by the Liable Party for all reasonable expenses incurred in so doing.

The Party entitled to the benefit of an indemnity under this Contract shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the Liable Party's liabilities shall be correspondingly reduced."

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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:	Not Applicable
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	

PART 2: PRICING DATA

TSC3 Option A

Document reference		Title
C2.1		Pricing assumptions: Option A
C2.2		The <i>price list</i>

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------|---|
| 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.

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 No.	Description	Unit	Rate
	ANIMAL AND VETERINARY SERVICES AT TUTUKA POWER STATION		
1.	PRELIMINARIES AND GENERAL		
	Travelling	km	
	Travelling (Crane + Cherry picker)	km	
	Plant Hire		
	Cherry picker	hours	
	Crane	hours	
	Additional items		
	6 months report	Each	
2.	CAT MANAGEMENT		
	Once off provision of 18 trapping cages per year	Each	
	Euthanisation	Each	
	Incineration of carcasses	Each	
	Sterilisation	Each	
	Inoculation of cats in colonies	Each	
	Annual health check of cats in colonies	Each	
	Cage maintenance and inspection	Each	
	Removal and relocation of cats	Per call out	
3.	GAME MANAGEMENT		
	Annual vet check	Per hour	
	Sick/injured animal inspection	Per animal	
	Sick/injured animal treatment	Per animal	
	Renewal of the exemption permit to keep, hunt and sell game	Yearly	
4.	OTHER		

	Removal and relocation of bees and wasps - equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of bees and wasps, after hours or on weekends -equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of fish - equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of pigeons - equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of snakes - equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of snakes, after hours or on weekends - equipment included. (Provide cost breakdown)	Per call out	
	Removal and relocation of owls - equipment included. (Provide cost breakdown)	Per call out	
	Provision of owl roasting boxes	Each	
	Provision and installation of fly catches	Each	
	Servicing of fly catches	Each	
	Provision of bait boxes	Each	
	Servicing of bait boxes	Each	
	Pest Control	m2	

Note:

- Prices will be fixed and firm for the First year, CPA will be applicable from 2nd year onwards. CPA Proportions to be submitted with tender returnables.

Security / Criminal Clearance Check

- Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a sub*Contractor*, the same provisions and measures will apply to the sub*Contractor*.
- Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered. *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager.
- The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.

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

1 Description of the service

1.1 Executive overview

To ensure proper management and control of the animals on Eskom properties. Eskom Tutuka Power Station requires services for catching, transporting ,relocation and safe release of live snakes, wasp ,bees, birds, fish, game management including feral cats that are posing risk to employees ,contractors and to the operation.

1.2 *Employer's requirements for the service*

Problem animal services

Catch, transport, relocate and where required, safely release and/or rehabilitate living animals from all Tutuka Power station operation sites including the coal stockyard, As disposal facility ,Tutukane township and Standerton housing.

- Problem Animals
- Feral cats
- Wasp and bees
- Birds
- Fish

- Snakes
- Owls

Veterinary service for game

- Coordinate veterinary inspection with regards to the general health of games as and when required
- Inspect sick/injured game as and when required
- Treat sick/injured game as and when required
- yearly renewal of game exemption permits with Mpumalanga Tourism and parks Agency.

Additional Requirements.

- 6 Months reports

Access to elevated area

- Cherry picker /Crane.
- Scaffolding (Erection and Labour) Establishment and De- establishment.

2 Management strategy and start up.

2.1 The *Contractor's* plan for the *service*

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register	TBC	TBA	TBC
Overall contract progress and feedback	TBC	TBA	Employer and Contractor

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

2.4 Provision of bonds and guarantees

- Not applicable

2.5 Documentation control

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the Language of this contract.
- All reports to be discussed, compiled and handed to the *Employer* Supervisor and *Service Manager* (to be announced by the *Employer*)
- All communications must be printed and filed in the *Service Managers* file

2.6 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* shall address the tax invoice to: fss@eskom.co.za

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- 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.
- Purchase order number
- Delivery notes to be booked in at Tutuka Power Station Stores, Invoices must be handled as per *Employer's* invoice Procedure / Instructions after GR number is obtained.

2.7 Contract change management

- *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the service information
- Access
- Provision by the *Employer's*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events
- *Employer's* breach of contract

2.8 Records of Defined Cost to be kept by the *Contractor*

- Not Applicable

2.9 Insurance provided by the *Employer*

- Refer to contract data clause Z 12

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

- Not Applicable

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

- None

2.13 Management of work done by Task Order

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Supplier's OHS Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and kept updated. Signed copy of the OHS policy shall form part of the safety returnables.

Health and Safety Arrangements

The *Contractor* ensures that all his personnel entering the Eskom site, attend a site visitor's health and safety induction prior to contract starting date, and annual re- induction. The Induction awareness is presented by the Employer's Safety Department at the site access gate.

The *Employer's* Safety Risk Department visits and/ inspects the *Contractor's* working areas to ensure that tools and Equipment comply with the minimum safety requirements.

The *Employer* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety legislation. Such stop-work order is not a compensation event. The *Employer* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the Eskom Responsible Manager. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the Employer's procedures as stipulated below:(list is not conclusive)

- SHEQ Policy 32-727
- The Employer's Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Employer's Commercial Process 32-726
- Employer's Health and Safety Requirements 32-136
- Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- The Employer's Vehicle Safety Specifications 32-345

Site Requirements and Procedures

Site Requirements

The latest revision the Employer's Site Requirements forms part of this contract.
Copies of these procedures are available on request.
(Any additional site requirements implemented will be applicable)

Safety risk management

"Contractor Health and Safety Manual" - requirements to be met by Contractors.

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits shall be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no Employer's employees or Contractor employees would be allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the purchasers and Supplier employees – therefore the following will be enforced:

Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the Employer's employees, agents, Consultants, Suppliers and Contractors.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.

- **Rule 3:** Buckle up – no person may drive any vehicle for the Employer's business and/or on the Employer's premises: unless the driver and all passengers are wearing seat belts.

The Employer takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the Employer's Business and / or on the Employer's premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the Employer may result in the Employer terminating your obligation to perform work in terms of your contract with the Employer.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must always buckle-up for the sake of themselves and their families.

- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The Contractor acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

Refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHS Act;

Contractor is responsible to ensure that his/her Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and Supplier will not be allowed on site if his letter of good standing is not valid.

First aid and fire fighting

Emergency response is available on the Employer's site, in case of an emergency.
All Contractor vehicles must have First aid and firefighting equipment.

Fire Precautions

Any tampering with the Employer's fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The Contractor takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

Safety and incident prevention

The Contractor shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Employer's SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Reporting of accidents

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractors expected to fully co-operate to achieve this objective.

The responsible Eskom Manager must be informed immediately of any incidents. A written report to be submitted to the Employer's safety department within 24 Hours of incidents and any damage to property or equipment.

NOTE! This report does not relieve the Contractor of his legal obligations to report certain incidents to the Department of Employment and Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the Contractor is appointed by the Employer's mandatory to assume Health and Safety duties and responsibilities. The Contractor ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The Contractor acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The Contractor undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The Employer may, at any stage during the duration of this contract:

- Refuse any employee, Sub-Contractor or agent of the Contractor access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- Issue the Contractor with an instruction to stop work should the Employer become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the Employer's Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the Employer's Safety and Operating Procedures will entitle the Supplier to claim any additional costs or time incurred in complying therewith, from the Employer.

Safety Regulations of the Purchaser

The Contractor conforms to the Eskom Plant Safety Regulations

The Contractor makes available to the Employer on request, a copy of the latest revision of the Plant Safety Regulations.

Security / Criminal Clearance Check

- Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal Contractor appoints a sub Contractor, the same provisions and measures will apply to the sub Contractor.
- Acceptance of the tender is also subject to the condition that the Contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is

required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.

3.2 Environmental constraints and management

3.3 Quality assurance requirements

- The Service Provider must conform to Quality Management System-ISO 9001:2015 requirements
- The Service Provider must fully conform to the requirement of the Supplier Quality Requirement Specification (QM-58), standards, procedures, and Eskom policies
- The Employer reserves the right to evaluate the Consultant's and its subcontractor's Quality Management System documentation by internal or external party(3rd Party). At any time before and during the period of the contract client verify conformance with regards quality management system and contract requirements.
- Service provider to deliver quality of service according to client's requirements
- Service provider to submit quality requirements as per category 2 for the purpose of evaluating

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data

4.1.3 Procurement Requirements:

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price
BBBEE Status
Designated commodity (Yes / No)

N/A

4.2 Subcontracting

4.2.1 Preferred subcontractors

- Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- Not Applicable

4.2.3 Limitations on subcontracting

- Not Applicable

4.2.4 Attendance on subcontractors

- Not Applicable

4.3 Plant and Materials

- Not Applicable

4.3.1 Cataloguing requirements by the *Contractor*

- Not Applicable

5 Working on the Affected Property

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

Security / Criminal Clearance Check

- Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal Contractor appoints a sub Contractor, the same provisions and measures will apply to the sub Contractor.
- Acceptance of the tender is also subject to the condition that the Contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.

5.2 People restrictions, hours of work, conduct and records

- Not Applicable

5.3 Health and safety facilities on the Affected Property

- Not Applicable

5.4 Environmental controls, fauna & flora

5.5 Cooperating with and obtaining acceptance of Others

- Not Applicable

5.6 Records of *Contractor's* Equipment

- Not Applicable

5.7 Equipment provided by the *Employer*

- Not Applicable

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- Not Applicable

5.8.2 Provided by the *Contractor*

- Not Applicable

5.9 Control of noise, dust, water and waste

- Not Applicable

5.10 Hook ups to existing works

- None

5.11 Tests and inspections

5.11.1 Description of tests and inspections

N/A

5.11.2 Materials facilities and samples for tests and inspections

- Not Applicable

6 List of drawings

6.1 Drawings issued by the *Employer*

- None

Appendix A

Risk Register.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price.

1. Local Procurement RSA

Local Procurement RSA		
Target	Offered	Comments
100%	88.64%	88.64 Local Content

Job Creation		
	Eskom Target	Tenderers Proposal
Job created	Supplier to Propose	Not feasible
Job retained	Supplier to Propose	Not feasible

Department of Trade and Industry may at any point in time appoint SABS to verify that the tenderers comply with the designated local content and production as stipulated in National treasury instruction notes.

1. **Supplier Development and Localisation (SD&L) Undertakings**

Note : All the undertakings shall be sourced from previously disadvantaged Communities around Lekwa/ Gert Sibande District Municipalities.

a. **Job Creation**

Job creation is part of Eskom's contribution towards the Government's job-creation initiatives as contained in the New Growth Path (NGP) and the National Development Plan (NDP).

Eskom has made a number of empowerment commitments to the local communities surrounding the areas where construction activities are conducted; amongst these are commitments to be considered for local empowerment possibilities in its procurement strategy. In doing this Eskom is seeking to ensure that the local communities' benefits from its procurement spend, through wealth generation and capacity development, and that this benefit is spread as widely as possible throughout the community.

- i. All semi-skilled and non-skilled employees required for this project shall be sourced from rural or underdeveloped areas or townships and to give priority to designated group;
- ii. The Employer will make the local to site employment database available to the Contractor for recruitment of non-skilled and semi-skilled employees.

Note: The Contractor is not allowed to recruit non-skilled and semi-skilled employees from the gates of Tutuka Power Station or any other process other than the utilisation of the employment database which will be provided by the Employer.

Criteria	Number
Jobs to be created as a result of this contract	0
Jobs to be retained as a result of this contract	0

b. **Corporate Social Investment (CSI)**

The below table is the proposed ABB South Africa CSI

Criteria	Eskom Target (%)	Contractor Proposal
CSI	0%	1% of task order value

Note: Eskom will furnish the number of approved CSI projects to be executed by ABB South Africa (Pty) Ltd. A list of local to site companies shall also be availed to be used in order to execute the project, Once CSI project execution is complete, the handover event will be handled by Eskom.