



## NEC3 Supply Contract (SC3)

**Between ESKOM HOLDINGS SOC LIMITED  
(Reg No. 2002/015527/06)**

**and The Tenderer**

**for The Manufacture, Supply and Delivery of Personal Protective Equipment - Workwear on an “as and when” required basis to various sites located in Distribution - Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three (3) years.**

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**TENDER No. KZN060**

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PART C1: AGREEMENTS & CONTRACT DATA

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**The Manufacture, Supply and Delivery of Personal Protective Equipment - Workwear on an “as and when” required basis to various sites located in Distribution - Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three (3) years.**

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 *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	<b>Rates Contract</b>
	Value Added Tax @ 15% is	<b>Rates Contract</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates Contract</b>

This Offer may be accepted by the Purchaser 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 *Supplier* 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

<sup>1</sup> This total is required by the *Purchaser* 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 Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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: Goods Information including Supply Requirements

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 Purchaser 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 Purchaser'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  
Purchaser**

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,  
2199**

Name &  
signature of  
witness

Date

## C1.2 SC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: <b>Price adjustment for inflation</b>
		X2: <b>Changes in the law</b>
		X7: <b>Delay damages</b>
		Z: <b><i>Additional conditions of contract</i></b>
	of the NEC3 Supply Contract (December 2009) <sup>2</sup>	
10.1	The <i>Purchaser</i> is	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Lwazi Nzama/Ntsebeng Makana</b>
	Address	
	Tel	<b>+27 31 710 5328/+27 51 404 5044</b>
	Fax	
	e-mail	<b>NzamaLW@eskom.co.za/MakanaNE@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Personal Protective Equipment (PPE) - Workwear</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. <b>Late deliveries</b></li> <li>2. <b>Changes in the Law</b></li> <li>3. <b>Non-conformance to specification</b></li> </ol>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 days</b>
2	<b>The <i>Supplier's</i> main</b>	<b>Data required by this section of the core clauses</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009, www.ecs.co.za.

	<b>responsibilities</b>	is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 February 2023 or as soon as possible thereafter</b>
30.1	The delivery date of the goods:	<b>Will be stated on the purchase order</b>
<b>4</b>	<b>Testing and defects</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>monthly</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>monthly</b>
51.4	The <i>interest rate</i> is	<p>(the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa 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 foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Risks, liabilities, indemnities and</b>	

**insurance**

80.1	These are additional <i>Purchaser's</i> risks	<p>2. <b>Late deliveries</b></p> <p>2. <b>Changes in the Law</b></p> <p>3. <b>Non-conformance to specification</b></p>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>R0.0 (zero Rand)</b>
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p><b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" insurance policy available from Eskom Group Insurance</b></p> <p><b>and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</b></p> <ul style="list-style-type: none"> <li>• <b>R15 million (fifteen million Rand) for Generation Division property;</b></li> <li>• <b>R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;</b></li> <li>• <b>R2 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property</b></li> </ul>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<p><b>The greater of</b></p> <p><b>the total of the Prices</b></p> <p><b>And where a claim is made against the <i>Purchaser's</i> insurance the amounts excluded and unrecoverable from the <i>Purchaser's</i> insurance</b></p>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>The total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Supplier's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters the <i>Supplier</i> is liable under this contract for:</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design which arise before the Defects Certificate is issued,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Site,</b></li> <li>• <b>loss of or damage to property (other than the <i>works</i>, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and infringement of an intellectual property right</b></li> </ul>
88.5	The <i>end of liability date</i> is	<b>One year after Delivery of the whole of the <i>goods</i>.</b>

**9 Termination and dispute resolution**

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(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.
94.4(5)	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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

**10 Data for Option clauses**

**X1 Price adjustment for inflation**

X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	[•].		
		proportion	linked to	Index
			index for	prepared
				by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
[•]	non-			
1.00	adjustable			

**X2 Changes in the law**

X2.1	A change in the law	is a compensation event if it occurs after the Contract Date
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**X7 Delay damages**

X7.1	Delay damages for Delivery are	0.25% per day up to a maximum of 15% per batch order.
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**Z The additional conditions of contract are**

Z1 to Z12 always apply for Eskom

**Z1 Cession delegation and assignment**

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* 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 *Supplier* 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 *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

- Z4.1 The *Supplier* 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 *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* 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 *Supplier* 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 *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* 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 *Supply 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 25.4**

Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with 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 supply and
- undertakes, in and about the execution of the supply, to comply 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 *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Supplier*, in and about the execution of the supply, 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 *Supplier'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 *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* 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 *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Supplier* (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 *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

Z8.1 Delete from the last sentence in core clause 61.3 the words, “unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption”.

**Z9 Purchaser’s limitation of liability**

Z9.1 The *Purchaser’s* liability to the *Supplier* for the *Supplier’s* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier’s* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser’s* liability under the indemnity is limited.

**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 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

Z11.1 If the amount due for the *Supplier’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier’s* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

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**Z12 Ethics**

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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 *Supplier* 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 *Supplier*, 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.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* 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 *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier'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.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

## Z13Insurance

### Z 13.1 Replace core clause 84 with the following:

<b>Insurance cover</b>	<b>84</b>	
	<b>84.1</b>	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
	<b>84.2</b>	The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance.  The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract	<b><u>Loss of or damage to property</u></b> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.  The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.  <u>Other property</u> The replacement cost  <b><u>Death of or bodily injury</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2 Replace core clause 87 with the following:**

**Insurance by the *Purchaser***

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document

Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z14 Nuclear Liability**

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z15 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel** means measurements performed in parallel, yet separately, to existing

<b>Measurements</b>	measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

**The Supply Requirements for this contract are as follows:**

<b>1. The requirements for the supply are</b>	Personal Protective Equipment (PPE) on an “as and when” required basis to various sites in Distribution, Central East Cluster (Free State & KZN) for a period of 3 (three) years.	
<b>2. The requirements for transport are</b>	To be included in the unit price.	
<b>3. The delivery place is</b>	Various sites in Distribution, Central East Cluster (FSOU & KZNOU).	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	<b>Supplier</b>
	Checking packing and marking before dispatch	<b>Supplier</b>
	Contracting for transport	<b>Supplier</b>
	Pay costs of transport	<b>Supplier</b>
	Arrange access to delivery place	<b>Eskom</b>
	Loading the <i>goods</i>	<b>Supplier</b>
	Unloading the <i>goods</i>	<b>Eskom and Supplier</b>
<b>For international procurement</b>	Undertake export requirements	<b>N/A</b>
	Undertake import requirements	<b>N/A</b>
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

**All other information NOT pertinent to the above is given in the balance of the Goods Information**

# C1.2 Contract Data

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(11)	The tendered total of the Prices is	<b>Rates Based</b>
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. <b>Late deliveries</b></li> <li>2. <b>Changes in the Law</b></li> <li>3. <b>Non-conformance to specification</b></li> </ol>
30.1	The <i>delivery date</i> of the <i>goods</i> is:	<b><i>As per the order</i></b>

## C2.1 Pricing assumptions

### How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

<b>Identified and defined terms</b>	11 11.2	<p>(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
<b>Assessing the amount due</b>	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

### Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

### Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

### **Format of the *price schedule***

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

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

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

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

## C2.2 the price schedule

NO	SAP Material No.	ITEM DESCRIPTION	Unit	QTY	UNIT PRICE
<b>Category 1 - Bush Hats</b>					
1.	222349	HAT:SOFT BUSH;SMALL; 56;NAVY BLUE	EA	1	
2.	222351	HAT:SOFT BUSH;MEDIUM; 57;NAVY BLUE	EA	1	
3.	222352	HAT:SOFT BUSH;LARGE; 58;NAVY BLUE	EA	1	
4.	222353	HAT:SOFT BUSH;X-LARGE; 59;NAVY BLUE	EA	1	
5.	565363	HAT:SOFT BUSH;XX-LARGE; 60;NAVY BLUE	EA	1	
6.	565828	VISOR:SUN BRIM FOR SAFETY HAT	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 2 - Socks</b>					
1	239825	SOCKS, COTTON A/LENGTH NAVY BLUE SMALL/MEDIUM	EA	1	
2	239827	SOCKS, COTTON A/LENGTH NAVY BLUE LARGE/XLARGE	EA	1	
3.	239828	SOCKS, COTTON A/LENGTH NAVY BLUE X2-LARGE/X3 LARGE	EA	1	
4.	239829	SOCKS, C/LENGTH NAVY/BLUE SMALL/MEDIUM	EA	1	
5.	239830	SOCKS, C/LENGTH NAVY/BLUE LARGE/X-LARGE	EA	1	
6.	239831	SOCKS, C/LENGTH NAVY/BLUE X2-LARGE/X3 LARGE	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 3 - Overalls</b>					
<b>One Piece</b>					
1.	222529	OVERALL:ARTISAN BOILER SUIT ;77 CM	EA	1	
2.	222530	OVERALL:ARTISAN BOILER SUIT ;82 CM	EA	1	
3.	222531	OVERALL:ARTISAN BOILER SUIT ;87 CM	EA	1	
4.	222533	OVERALL:ARTISAN BOILER SUIT ;92 CM	EA	1	
5.	222534	OVERALL:ARTISAN BOILER SUIT ;97 CM	EA	1	
6.	566588	OVERALL:ARTISAN BOILER SUIT ;102 CM	EA	1	
7.	566591	OVERALL:ARTISAN BOILER SUIT ;107 CM	EA	1	
8.	566598	OVERALL:ARTISAN BOILER SUIT ;112 CM	EA	1	
9.	566589	OVERALL:ARTISAN BOILER SUIT ;117 CM	EA	1	
10.	566599	OVERALL:ARTISAN BOILER SUIT ;122 CM	EA	1	
11.	566593	OVERALL:ARTISAN BOILER SUIT ;127 CM	EA	1	
12.	566600	OVERALL:ACID/ALKALI ;77 CM	EA	1	
13.	566601	OVERALL:ACID/ALKALI ;82 CM	EA	1	
14.	566602	OVERALL:ACID/ALKALI ;87 CM	EA	1	
15.	566603	OVERALL:ACID/ALKALI ;92 CM	EA	1	
16.	566604	OVERALL:ACID/ALKALI ;97 CM	EA	1	
17.	566605	OVERALL:ACID/ALKALI ;102 CM	EA	1	
18.	566606	OVERALL:ACID/ALKALI ;107 CM	EA	1	

19.	566607	OVERALL:ACID/ALKALI ;112 CM	EA	1	
20.	566608	OVERALL:ACID/ALKALI ;117 CM	EA	1	
21.	566609	OVERALL:ACID/ALKALI ;122 CM	EA	1	
22.	566610	OVERALL:ACID/ALKALI ;127 CM	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 4 - Trousers, Men's Long Pants</b>					
1.	222467	TROUSERS:MEN LONG;77 CM;NAVY BLUE	EA	1	
2.	222468	TROUSERS:MEN LONG;82 CM;NAVY BLUE	EA	1	
3.	222469	TROUSERS:MEN LONG;87 CM;NAVY BLUE	EA	1	
4.	222470	TROUSERS:MEN LONG;92 CM;NAVY BLUE	EA	1	
5.	222471	TROUSERS:MEN LONG;97 CM;NAVY BLUE	EA	1	
6.	222472	TROUSERS:MEN LONG;102 CM;NAVY BLUE	EA	1	
7.	222473	TROUSERS:MEN LONG;107 CM;NAVY BLUE	EA	1	
8.	222474	TROUSERS:MEN LONG;112 CM;NAVY BLUE	EA	1	
9.	222476	TROUSERS:MEN LONG;117 CM;NAVY BLUE	EA	1	
10.	222477	TROUSERS:MEN LONG;122 CM;NAVY BLUE	EA	1	
11.	222478	TROUSERS:MEN LONG;127 CM;NAVY BLUE	EA	1	
12.	222479	TROUSERS:MEN LONG;132 CM;NAVY BLUE	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 5 - Trousers, Ladies Long Pants</b>					
1.	222499	TROUSERS:LADIES LONG;26; 67;NAVY BLUE	EA	1	
2.	222500	TROUSERS:LADIES LONG;28; 72;NAVY BLUE	EA	1	
3.	222501	TROUSERS:LADIES LONG;30; 77;NAVY BLUE	EA	1	
4.	222502	TROUSERS:LADIES LONG;32; 82;NAVY BLUE	EA	1	
5.	222503	TROUSERS:LADIES LONG;34; 87;NAVY BLUE	EA	1	
6.	222504	TROUSERS:LADIES LONG;36; 92;NAVY BLUE	EA	1	
7.	222505	TROUSERS:LADIES LONG;38; 97;NAVY BLUE	EA	1	
8.	222506	TROUSERS:LADIES LONG;40; 102;NAVY BLUE	EA	1	
9.	222507	TROUSERS:LADIES LONG;42; 107;NAVY BLUE	EA	1	
10.	222508	TROUSERS:LADIES LONG;44; 112;NAVY BLUE	EA	1	
11.	222509	TROUSERS:LADIES LONG;46; 117;NAVY BLUE	EA	1	
12.	222510	TROUSERS:LADIES LONG;48; 122;NAVY BLUE	EA	1	
13.	222511	TROUSERS:LADIES LONG;50; 127;NAVY BLUE	EA	1	
14.	222512	TROUSERS:LADIES LONG;52; 132;NAVY BLUE	EA	1	
15.	222513	TROUSERS:LADIES LONG;54; 137;NAVY BLUE	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 6 - Operating Jackets</b>					
1.	566481	JACKET,UTILITY:OPERATING;77 CM	EA	1	
2.	566482	JACKET,UTILITY:OPERATING;82 CM	EA	1	
3.	222535	JACKET,UTILITY:OPERATING;87 CM	EA	1	
4.	566544	JACKET,UTILITY:OPERATING;92 CM	EA	1	
5.	222536	JACKET,UTILITY:OPERATING;97 CM	EA	1	
6.	566494	JACKET,UTILITY:OPERATING;102 CM	EA	1	
7.	222537	JACKET,UTILITY:OPERATING;107 CM	EA	1	
8.	566503	JACKET,UTILITY:OPERATING;112 CM	EA	1	
9.	222538	JACKET,UTILITY:OPERATING;117 CM	EA	1	

10.	222539	JACKET,UTILITY:OPERATING;122 CM	EA	1	
11.	566511	JACKET,UTILITY:OPERATING;127 CM	EA	1	
12.	222540	JACKET,UTILITY:OPERATING;132 CM	EA	1	
13.	172193	JACKET,UTILITY:OPERATING;137 CM	EA	1	
14.	566512	JACKET,UTILITY:OPERATING;142 CM	EA	1	
15.	172192	JACKET,UTILITY:OPERATING;147 CM	EA	1	
16.	566513	JACKET,UTILITY:OPERATING;152 CM	EA	1	
17.	179714	JACKET,UTILITY:OPERATING;157 CM	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 7 - Operating Jackets Acids &amp; Alkali</b>					
1.	566545	JACKET,UTILITY:ACID/ALKALI;77 CM	EA	1	
2.	566546	JACKET,UTILITY:ACID/ALKALI;82 CM	EA	1	
3.	566452	JACKET,UTILITY:ACID/ALKALI;87 CM	EA	1	
4.	566547	JACKET,UTILITY:ACID/ALKALI;92 CM	EA	1	
5.	566453	JACKET,UTILITY:ACID/ALKALI;97 CM	EA	1	
6.	566548	JACKET,UTILITY:ACID/ALKALI;102 CM	EA	1	
7.	566454	JACKET,UTILITY:ACID/ALKALI;107 CM	EA	1	
8.	566552	JACKET,UTILITY:ACID/ALKALI;112 CM	EA	1	
9.	566455	JACKET,UTILITY:ACID/ALKALI;117 CM	EA	1	
10.	566456	JACKET,UTILITY:ACID/ALKALI;122 CM	EA	1	
11.	566549	JACKET,UTILITY:ACID/ALKALI;127 CM	EA	1	
12.	566457	JACKET,UTILITY:ACID/ALKALI;132 CM	EA	1	
13.	566458	JACKET,UTILITY:ACID/ALKALI;137 CM	EA	1	
14.	566550	JACKET,UTILITY:ACID/ALKALI;142 CM	EA	1	
15.	566459	JACKET,UTILITY:ACID/ALKALI;147 CM	EA	1	
16.	566551	JACKET,UTILITY:ACID/ALKALI;152 CM	EA	1	
17.	566460	JACKET,UTILITY:ACID/ALKALI;157 CM	EA	1	
18.	576288	TROUSERS:ACID/ALKALI ;87 CM	EA	1	
19.	576301	TROUSERS:ACID/ALKALI ;92 CM	EA	1	
20.	576295	TROUSERS:ACID/ALKALI ;127 CM	EA	1	
21.	576297	TROUSERS:ACID/ALKALI ;137 CM	EA	1	
22.	576286	TROUSERS:ACID/ALKALI ;77 CM	EA	1	
23.	576293	TROUSERS:ACID/ALKALI ;117 CM	EA	1	
24.	576294	TROUSERS:ACID/ALKALI ;122 CM	EA	1	
25.	576299	TROUSERS:ACID/ALKALI ;147 CM	EA	1	
26.	576296	TROUSERS:ACID/ALKALI ;132 CM	EA	1	
27.	576287	TROUSERS:ACID/ALKALI ;82 CM	EA	1	
28.	576291	TROUSERS:ACID/ALKALI ;107 CM	EA	1	
29.	576290	TROUSERS:ACID/ALKALI ;102 CM	EA	1	
30.	576298	TROUSERS:ACID/ALKALI ;142 CM	EA	1	
31.	576289	TROUSERS:ACID/ALKALI ;97 CM	EA	1	
32.	576292	TROUSERS:ACID/ALKALI ;112 CM	EA	1	
33.	642998	JACKET,OVERALL:ACID RESIST ;77	EA	1	
34.	642999	JACKET,OVERALL:ACID RESIST ;82	EA	1	
35.	643000	JACKET,OVERALL:ACID RESIST ;87	EA	1	
36.	643001	JACKET,OVERALL:ACID RESIST ;92	EA	1	

37.	643002	JACKET,OVERALL:ACID RESIST ;97	EA	1	
38.	643003	JACKET,OVERALL:ACID RESIST ;102	EA	1	
39.	643004	JACKET,OVERALL:ACID RESIST ;107	EA	1	
40.	643005	JACKET,OVERALL:ACID RESIST ;112	EA	1	
41.	643006	JACKET,OVERALL:ACID RESIST ;117	EA	1	
42.	643007	JACKET,OVERALL:ACID RESIST ;122	EA	1	
43.	643008	JACKET,OVERALL:ACID RESIST ;127	EA	1	
44.	643009	JACKET,OVERALL:ACID RESIST ;132	EA	1	
45.	643010	JACKET,OVERALL:ACID RESIST ;137	EA	1	
46.	643011	JACKET,OVERALL:ACID RESIST ;142	EA	1	
47.	643012	JACKET,OVERALL:ACID RESIST ;147	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 8 - Thermal Jackets</b>					
1.	222553	JACKET,UTILITY:THERMAL;S; 34; 87	EA	1	
2.	222554	JACKET,UTILITY:THERMAL;M; 38; 97	EA	1	
3.	222555	JACKET,UTILITY:THERMAL;L;42; 107	EA	1	
4.	222556	JACKET,UTILITY:THERMAL;XL; 46; 117	EA	1	
5.	222558	JACKET,UTILITY:THERMAL;XXL; 48; 122	EA	1	
6.	222559	JACKET,UTILITY:THERMAL;XXXL	EA	1	
7.	187793	JACKET,UTILITY:THERMAL;4XL	EA	1	
8.	186009	JACKET,UTILITY:THERMAL;5XL	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 9 - Aprons</b>					
1.	160941	APRON:CHEMICAL;WD 700MM X LG 1.1M	EA	1	
2.	185205	APRON,WELDER:FULL LENGTH	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 10 - Shirts</b>					
1.	222367	SHIRT:MEN LONG SLEEVE;36 CM;COTTON	EA	1	
2.	222370	SHIRT:MEN LONG SLEEVE;37 CM;COTTON	EA	1	
3.	222371	SHIRT:MEN LONG SLEEVE;38 CM;COTTON	EA	1	
4.	222372	SHIRT:MEN LONG SLEEVE;39 CM;COTTON	EA	1	
5.	222374	SHIRT:MEN LONG SLEEVE;40 CM;COTTON	EA	1	
6.	222375	SHIRT:MEN LONG SLEEVE;41 CM;COTTON	EA	1	
7.	222376	SHIRT:MEN LONG SLEEVE;42 CM;COTTON	EA	1	
8.	222377	SHIRT:MEN LONG SLEEVE;43 CM;COTTON	EA	1	
9.	222378	SHIRT:MEN LONG SLEEVE;44 CM;COTTON	EA	1	
10.	222379	SHIRT:MEN LONG SLEEVE;45 CM;COTTON	EA	1	
11.	222380	SHIRT:MEN LONG SLEEVE;46 CM;COTTON	EA	1	
12.	222381	SHIRT:MEN LONG SLEEVE;47 CM;COTTON	EA	1	
13.	222382	SHIRT:MEN LONG SLEEVE;48 CM;COTTON	EA	1	
14.	222383	SHIRT:MEN LONG SLEEVE;49 CM;COTTON	EA	1	
15.	222384	SHIRT:MEN SHORT SLEEVE;36 CM;COTTON	EA	1	
16.	222386	SHIRT:MEN SHORT SLEEVE;37 CM;COTTON	EA	1	
17.	222387	SHIRT:MEN SHORT SLEEVE;38 CM;COTTON	EA	1	
18.	222389	SHIRT:MEN SHORT SLEEVE;39 CM;COTTON	EA	1	
19.	222390	SHIRT:MEN SHORT SLEEVE;40 CM;COTTON	EA	1	

20.	222391	SHIRT:MEN SHORT SLEEVE;41 CM;COTTON	EA	1	
21.	222392	SHIRT:MEN SHORT SLEEVE;42 CM;COTTON	EA	1	
22.	222393	SHIRT:MEN SHORT SLEEVE;43 CM;COTTON	EA	1	
23.	222394	SHIRT:MEN SHORT SLEEVE;44 CM;COTTON	EA	1	
24.	222395	SHIRT:MEN SHORT SLEEVE;45 CM;COTTON	EA	1	
25.	222396	SHIRT:MEN SHORT SLEEVE;46 CM;COTTON	EA	1	
26.	222397	SHIRT:MEN SHORT SLEEVE;47 CM;COTTON	EA	1	
27.	222398	SHIRT:MEN SHORT SLEEVE;48 CM;COTTON	EA	1	
28.	222399	SHIRT:MEN SHORT SLEEVE;49 CM;COTTON	EA	1	
29.	222401	SHIRT,WOMAN:LONG;77 CM;SAND STONE	EA	1	
30.	222402	SHIRT,WOMAN:LONG;82 CM;SAND STONE	EA	1	
31.	222403	SHIRT,WOMAN:LONG;87 CM;SAND STONE	EA	1	
32.	222404	SHIRT,WOMAN:LONG;92 CM;SAND STONE	EA	1	
33.	565829	SHIRT,WOMAN:LONG;97 CM;SAND STONE	EA	1	
34.	222405	SHIRT,WOMAN:LONG;102 CM;SAND STONE	EA	1	
35.	222406	SHIRT,WOMAN:LONG;107 CM;SAND STONE	EA	1	
36.	222407	SHIRT,WOMAN:LONG;112 CM;SAND STONE	EA	1	
37.	222408	SHIRT,WOMAN:LONG;117 CM;SAND STONE	EA	1	
38.	222409	SHIRT,WOMAN:LONG;122 CM;SAND STONE	EA	1	
39.	222410	SHIRT,WOMAN:LONG;127 CM;SAND STONE	EA	1	
40.	222411	SHIRT,WOMAN:LONG;132 CM;SAND STONE	EA	1	
41.	222412	SHIRT,WOMAN:LONG;137 CM;SAND STONE	EA	1	
42.	222413	SHIRT,WOMAN:LONG;142 CM;SAND STONE	EA	1	
43.	222414	SHIRT,WOMAN:LONG;147 CM;SAND STONE	EA	1	
44.	222415	SHIRT,WOMAN:SHORT;77 CM;SAND STONE	EA	1	
45.	222416	SHIRT,WOMAN:SHORT;82 CM;SAND STONE	EA	1	
46.	222417	SHIRT,WOMAN:SHORT;87 CM;SAND STONE	EA	1	
47.	222418	SHIRT,WOMAN:SHORT;92 CM;SAND STONE	EA	1	
48.	565830	SHIRT,WOMAN:SHORT;97 CM;SAND STONE	EA	1	
49.	222419	SHIRT,WOMAN:SHORT;102 CM;SAND STONE	EA	1	
50.	222420	SHIRT,WOMAN:SHORT;107 CM;SAND STONE	EA	1	
51.	222421	SHIRT,WOMAN:SHORT;112 CM;SAND STONE	EA	1	
52.	222422	SHIRT,WOMAN:SHORT;117 CM;SAND STONE	EA	1	
53.	222423	SHIRT,WOMAN:SHORT;122 CM;SAND STONE	EA	1	
54.	222424	SHIRT,WOMAN:SHORT;127 CM;SAND STONE	EA	1	
55.	222425	SHIRT,WOMAN:SHORT;132 CM;SAND STONE	EA	1	
56.	222426	SHIRT,WOMAN:SHORT;137 CM;SAND STONE	EA	1	
57.	222427	SHIRT,WOMAN:SHORT;142 CM;SAND STONE	EA	1	
58.	222428	SHIRT,WOMAN:SHORT;147 CM;SAND STONE	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 11 – Rain Wear</b>					
1.	222561	RAINWEAR:2 PIECE SUIT;S;NAVY BLUE	EA	1	
2.	225676	RAINWEAR:2 PIECE SUIT;M;NAVY BLUE	EA	1	
3.	222566	RAINWEAR:2 PIECE SUIT;L;NAVY BLUE	EA	1	
4.	222567	RAINWEAR:2 PIECE SUIT;XL;NAVY BLUE	EA	1	
5.	222568	RAINWEAR:2 PIECE SUIT;XXL;NAVY BLUE	EA	1	

6.	222569	RAINWEAR:2 PIECE SUIT;XXXL;NAVY BLUE	EA	1	
7.	565711	RAINWEAR:2 PIECE SUIT;4XL;NAVY BLUE	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 12 - Freezer Suits</b>					
1.	239874	FREEZER SUITS SMALL	EA	1	
2.	239875	FREEZER SUITS MEDIUM	EA	1	
3.	239876	FREEZER SUITS LARGE	EA	1	
4.	239877	FREEZER SUITS X-Large	EA	1	
5.	239878	FREEZER SUITS SMALL 2X-Large	EA	1	
6.	239879	FREEZER SUITS 3X-Large	EA	1	
7.	239880	FREEZER SUITS 4X-Large	EA	1	
8.	239881	FREEZER SUITS 5X-Large	EA	1	
<b>Total Sum excl VAT</b>					
<b>Category 13 - Dust Coats</b>					
1.	160926	COAT,DUST:GP;82 CM;COTTON	EA	1	
2.	160661	COAT,DUST:GP;87 CM;COTTON	EA	1	
3.	566444	COAT,DUST:GP;92 CM;COTTON	EA	1	
4.	160660	COAT,DUST:GP;97 CM;COTTON	EA	1	
5.	16885	COAT,DUST:GP;102 CM;COTTON	EA	1	
6.	160659	COAT,DUST:GP;107 CM;COTTON	EA	1	
7.	160658	COAT,DUST:GP;112 CM;COTTON	EA	1	
8.	160663	COAT,DUST:GP;117 CM;COTTON	EA	1	
9.	160664	COAT,DUST:GP;122 CM;COTTON	EA	1	
10	566442	COAT,DUST:GP;127 CM;COTTON	EA	1	
<b>Sum Total Value excl VAT</b>					
<b>Category 14 – Reflective Vests</b>					
1	239865	VEST, H/VISIBLE: EVACUATION; S; NYLON	EA	1	
2	239866	VEST, H/VISIBLE: EVACUATION; M; NYLON	EA	1	
3	239867	VEST, H/VISIBLE: EVACUATION; L; NYLON	EA	1	
4	239868	VEST, H/VISIBLE: EVACUATION; XL; NYLON	EA	1	
5	239869	VEST, H/VISIBLE: EVACUATION; XXL; NYLON	EA	1	
6	239871	VEST, H/VISIBLE: EVACUATION; XXXL; NYLON	EA	1	
7	239872	VEST, H/VISIBLE: EVACUATION;4XL; NYLON	EA	1	
8	239873	VEST, H/VISIBLE: EVACUATION;5XL; NYLON	EA	1	
9	565467	VEST, H/VISIBLE: EVACUATION;6XL; NYLON	EA	1	
10	565627	VEST, H/VISIBLE: FIRST AID; S; NYLON	EA	1	
11	565628	VEST, H/VISIBLE: FIRST AID; M; NYLON	EA	1	
12	565635	VEST, H/VISIBLE: FIRST AID; L; NYLON	EA	1	
13	565631	VEST, H/VISIBLE: FIRST AID; XL; NYLON	EA	1	
14	565629	VEST, H/VISIBLE: FIRST AID; XXL; NYLON	EA	1	
15	565630	VEST, H/VISIBLE: FIRST AID; XXXL; NYLON	EA	1	
16	565632	VEST, H/VISIBILITY FIRST AID;4XL; NYLON	EA	1	
17	565633	VEST, H/VISIBLE: FIRST AID;5XL; NYLON	EA	1	
18	565634	VEST, H/VISIBLE: FIRST AID;6XL; NYLON	EA	1	
19	565611	VEST, H/VISIBLE: FIRE PROTECTION; S; NYLON	EA	1	
20	565612	VEST, H/VISIBLE: FIRE PROTECTION; M; NYLON	EA	1	
21	565613	VEST, H/VISIBLE: FIRE PROTECTION; L; NYLON	EA	1	

22	565614	VEST, H/VISIBLE: FIRE PROTECTION; XL; NYLON	EA	1	
23	565615	VEST, H/VISIBLE: FIRE PROTECTION; XXL; NYLON	EA	1	
24	565616	VEST, H/ VISIBLE: FIRE PROTECTION ;XXXL; NYLON	EA	1	
25	565617	VEST, H/ VISIBLE: FIRE PROTECTION;4XL;NYLON	EA	1	
26	565618	VEST, H/ VISIBLE: FIRE PROTECTION;5XL;NYLON	EA	1	
27	565619	VEST, H/VISIBLE: FIRE PROTECTION;6XL; NYLON	EA	1	
28	237954	VEST, H/VISIBLE: EMPLOYEE AT WORK; S; NYLON	EA	1	
29	565547	VEST, H/VISIBLE: EMPLOYEE AT WORK; M; NYLON	EA	1	
30	565548	VEST, H/VISIBLE: EMPLOYEE AT WORK; L; NYLON	EA	1	
31	565549	VEST, H/VISIBLE: EMPLOYEE AT WORK; XL; NYLON	EA	1	
32	565550	VEST, H/VISIBLE: EMPLOYEE AT WORK; XXL; NYLON	EA	1	
33	565551	VEST, H/VISIBLE: EMPLOYEE AT WORK; XXXL	EA	1	
34	565552	VEST, H/VISIBLE: EMPLOYEE AT WORK;4XL; NYLON	EA	1	
35	565553	VEST, H/VISIBLE: EMPLOYEE AT WORK;5XL; NYLON	EA	1	
36	565554	VEST, H/VISIBLE: EMPLOYEE AT WORK;6XL; NYLON	EA	1	
37	565511	VEST, H/VISIBLE: TRANSPORT; S; NYLON	EA	1	
38	565503	VEST, H/VISIBLE: TRANSPORT; M; NYLON	EA	1	
39	565505	VEST, H/VISIBLE: TRANSPORT; L; NYLON	EA	1	
40	565506	VEST, H/VISIBLE: TRANSPORT; XL; NYLON	EA	1	
41	565507	VEST, H/VISIBLE: TRANSPORT; XXL; NYLON	EA	1	
42	565504	VEST, H/VISIBLE: TRANSPORT; XXXL; NYLON	EA	1	
43	565508	VEST, H/VISIBLE: TRANSPORT;4XL; NYLON	EA	1	
44	565510	VEST, H/VISIBLE: TRANSPORT;5XL; NYLON	EA	1	
45	565509	VEST, H/VISIBLE: TRANSPORT;6XL; NYLON	EA	1	
46	565536	VEST, H/VISIBLE: MANAGEMENT; S; NYLON	EA	1	
47	565537	VEST, H/VISIBLE: MANAGEMENT; M; NYLON	EA	1	
48	565538	VEST, H/VISIBLE: MANAGEMENT; L; NYLON	EA	1	
49	565539	VEST, H/VISIBLE: MANAGEMENT; XL; NYLON	EA		
50	565540	VEST, H/VISIBLE: MANAGEMENT; XXL; NYLON	EA	1	
51	565541	VEST, H/VISIBLE: MANAGEMENT; XXXL; NYLON	EA	1	
52	565542	VEST, H/VISIBLE: MANAGEMENT;4XL; NYLON	EA	1	
53	565543	VEST, H/VISIBLE: MANAGEMENT;5XL; NYLON	EA	1	
54	565544	VEST, H/VISIBLE: MANAGEMENT;6XL; NYLON	EA	1	
<b>Sum Total Value excl VAT</b>					

The BOQ is made up of fourteen (14) categories. It is envisaged that two (2) suppliers will be appointed for each category.

<b>LEAD TIME:</b>	
<b>SUPPLIER NAME:</b>	
<b>DESIGNATION:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	

## PART 3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

## C3.1: PURCHASER'S GOODS INFORMATION

### 1. Overview and purpose of the goods and services

This enquiry calls for the Manufacture, Supply and Delivery of Personal Protective Equipment (PPE) for Workwear on an "as and when" required basis to Distribution, Central East Cluster (FSOU & KZNOU) for a period of 3 (three) years. Requirements will be done on as and when required by various sites. The specification, SHE, Quality and SD& L requirements are attached to this contract and the PPPFA criteria will be used for evaluation purposes.

The various sites where delivery may occur for each operating unit is listed below:

<b>KWA-ZULU NATAL OPERATING UNIT</b>		
<b>Zone</b>	<b>Sector hub</b>	<b>CNC</b>
<b>Empangeni</b>	<b>Empangeni</b>	Empangeni
		Melmoth
		Mthubathuba
		Nkandla
		Ulundi
		Richard's Bay
	<b>Pongola</b>	Jozini
		Nongoma
		Pongola
		Hluhluwe
		Manguzi
	<b>Stanger</b>	Greytown
		Mandini
		Stanger
		Eshowe
Kranskop		
<b>Newcastle</b>	<b>Ladysmith</b>	Bergville
		Colenso
		Dundee
		Estcourt
		Glencoe
		Ladysmith
	<b>Newcastle</b>	Ingagane
		Madadeni
		Paulpietersburg
		Vryheid
		Nqutu
		Osizweni

<b>Pietermaritzburg</b>	<b>Kokstad</b>	Ixopo
		Kokstad
		Nottingham Road
		Underberg
		Umzimkulu
	<b>Margate</b>	Harding
		Hibberdene
		Marburg
		Marina Beach
		Park Rynie
		Green Point
	<b>Pietermaritzburg (Mkondeni)</b>	Cato Ridge
		Edendale
		Howick
		Inchanga
		Richmond
		Wartburg

Areas of delivery will also include Area offices and Regional Distribution Centres.

- New Germany Complex
- Westville Menston Offices
- Empangeni Regional Distribution Centre and Area Offices
- Vryheid Regional Distribution Centre
- CPM,PPM and Live work (Margate, MKondeni, Newcastle, Empangeni)
- Mew Mayors Walk

<b>FREE STATE OPERATING UNIT</b>	
<b>Sector hub</b>	<b>CNC</b>
<b>Bloemfontein</b>	Bloemfontein CNC
	Brandfort CNC
	Dealsville CNC
	Petrusburg
	Jacobsdal CNC
	Edenburg CNC
	Ladybrand CNC
	Zastron CNC
	Selosesha CNC
	Tweespruit CNC
	CPM
	Live-Work
	MEW
	PPM
<b>Welkom</b>	ALMA CNC
	Bultfontein CNC
	Duiker CNC
	Hoopstad CNC
	Welkom Towns CNC

	Thabong CNC
	Virginia CNC
	CPM
	Live-Work
	MEW
	PPM

**2. Specification and description of the goods**

The Supply and Delivery of Personal Protective Equipment (PPE) Accessories on an “as and when” required basis to Distribution, Central East Cluster (FSOU & KZNOU) for a period of three (3) years. The technical specification document for PPE is titled 240-44175132.

The Technical Criteria is detailed in the document called: **Title: TECHNICAL EVALUATION CRITERIA FOR SUPPLY & DELIVERY OF PPE (Work wear)**

Tenderers must abide to the criteria in order to be technically complaint to supply Eskom with the PPE.

**3. Constraints on how the Supplier Provides the Goods**

**3.1 Programming constraints**

The *Supplier* should include in his programme how to manage availability of the ordered material as per task order requirement.

**3.2 Work to be done by the Delivery Date**

The supplier will deliver the PPE at the Purchaser’s premises. The material must have a Delivery note and invoice of all the items collected signed by both Supplier and Purchaser.

Delivery to be verified physically by the client representative and Delivery note and the test results must have been accepted by the client.

The following below list will be provided to the client representative,

Packing list and the contents
Copy of Tax Invoice for the goods
Delivery Note

**The lead time for the manufacturing and supply of the PPE is 4 weeks.**

**3.3 Marking the goods**

The details on the delivery note and the test results will be taken as the marking on the goods by the Supplier.

**3.4 Documentation control**

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails and NEC template.

The use of messages, emails does not override the use of applicable and relevant NEC3 SC standard templates, forms and Eskom Holdings SOC Limited procedures.

### 3.6 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 and compensation events	Weekly on _____ at ____	TBA	
Overall contract progress and feedback	Monthly on _____ at ____	TBA	<i>Purchaser, Supplier, and</i> ____

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply 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.

### 3.7 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

**All invoices must be submitted via this process any invoices physically received will now be returned.**

To ensure payment is made the following must be done:

1. Email pdf copies to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
2. Each pdf (attachment) must contain **only one invoice**
3. Each **email** sent must contain **only one attachment**
4. It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must printed then scanned and emailed or have hand writing on it, **It will not be accepted.**
5. Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
6. Encourage your end users to do the GR's on time to insure speedy processing.
7. All invoices must meet the Tax requirements.

### 3.8 Contractual requirements

Contractual requirements are not evaluation criteria. Contractual requirements are mandatory for contract award. Failure to meet “Contractual Requirements “by the stipulated deadlines, will result in the tenderer being regarded as non-responsive and ineligible for contract award.

The recommended supplier/suppliers still in the running for this contract will be evaluated in terms of their contractual requirements. Should they not pass the initial evaluation, they will be advised of their shortcomings and have 7 working days in which to correct their shortcomings. However, should further evaluations be required the Procurement Manager will submit a motivation and supporting documentation for the request to the relevant SHEQ Senior Manager for approval. Failure to correct the shortcomings within the stipulated time period will result in the supplier being deemed unacceptable in terms of their contractual requirements and will not be considered for the contract.

#### Financial Evaluation

##### Requirements for Financial Evaluation of Companies

- Public Interest Score (PIS) and the calculations to arrive at the score.
- Latest approved financial statements. AFS must be valid and not outdated, received within 18 months after year-end.
- A signed director’s/member’s report.
- Signed Auditors/ independent reviewers / accounting officer’s / compiler’s report whichever is applicable.
- Approved Annual Financial statements must comprise of Statement of financial position (Balance Sheet)
- Statement of comprehensive income (income statement)
- Statement of changes in Equity
- Statement of cash flows
- Notes to the financial statements
- Name of Holding company if company is a subsidiary company.

**Note:** Draft, bi-annual, management accounts and unsigned financial statements will NOT be accepted.

#### 3.8.1 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements [stated here and shall be evaluated accordingly.

	KPI	Weight
1)	Annexure B - Is the acknowledgement form for Eskom's rules and requirements signed and submitted by the tenderer?	1
2)	Health and Safety Plan <ul style="list-style-type: none"> <li>▪ Incident Management</li> <li>▪ SHE Communication</li> <li>▪ Emergency Management</li> </ul>	1
3)	Including Driving	1
4)	Valid Letter of Good Standing -To be in line with the scope	1
5)	SHE Policy	1

#### The supplier shall comply with Eskom’s cardinal rules.

The Contractor should adhere to the Life Saving Rules at all times. Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team **will** be

punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

**The five Eskom Life Saving Rules are as follows:**

- Rule 1: Open, isolated, tests, earth, and bond and/or insulate before touch
- Rule 2: Hook up at height
- Rule 3: Buckle Up
- Rule 4: Be Sober
- Rule 5: Ensure that you have a permit to work

**3.8.2 Environmental constraints and management**

The *Supplier* shall comply with the environmental criteria and constraints stated herewith and shall comply Eskom document 32-245-Eskom Waste Management Standard.

**Part A**

	KPI	Weight
1)	<b>Pre-requisite</b> Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and a copy thereof attached to this tender submissions by the tenderer?	1
2)	<b>All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD:</b> Commitment to: (1) compliance to environmental compliance obligations; and (2) environmental duty of care.	1

**OR**

	KPI	Weight
1)	<b>Pre-requisite</b> Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and a copy thereof attached to this tender submissions by the tenderer?	1
2)	ISO 14001 Environmental Management Standard certificate.	1

**3.8.3 Quality**

 Eskom	<b>Supplier Quality Management: List of Tender Returnables Documents</b>	Unique Identifier	240-12248652
		Revision	6
		Effective Date	2020/08/25
		Specification	240-105658000
<b>Category 3: Quality Requirements</b>		Deliverables to be evaluated indicator = 1	
<b>SECTION A : Quality Management System Requirements ISO 9001</b> Objective evidence of documented QMS that is not certified but complies with ISO 9001			
		Apply (Yes=1)	<b>35%</b>
A.1 QMS Manual or a document that defines and describes the QMS and its scope.		1	
A.2 Quality Policy Approved by top management.		1	
A.4 Control of documented information		1	
A.6 Documented information for Nonconformity and Corrective action		1	
A.7 Documented information for Internal audit		1	
<b>Section A Score</b>		<b>5</b>	
<b>SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000 /240-105658000)</b>			
		Apply (Yes=1)	<b>35%</b>
B.1 Documented information for defined roles, responsibilities and authorities		1	
B.2 Documented information for Control of Externally Provided Processes, Products and Services		1	
<b>Section B Score</b>		<b>2</b>	
<b>SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698).</b> Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)			
<b>NB! Draft Contract/Project Quality Plan has important QA deliverables</b>		Apply (Yes=1)	<b>20%</b>
<b>Section C Score</b>		<b>1</b>	
<b>SECTION E : User defined additional Requirements &amp; miscellaneous (Ref 240-105658000)</b> Customer specific requirements & other standards and required can be listed and evaluated here			
		Apply (Yes=1)	<b>10%</b>
E.1 Form A is completed and signed.		1	
<b>Section E Score</b>		<b>1</b>	

**4. Procurement**

**Other requirements related to procurement**

**4.1 Pre-qualification Criteria for Preferential Procurement**

The following mandatory pre-qualification criteria are applicable herein:-

- stipulated minimum B-BBEE status level 1-4
- an EME or QSE; or LME

**Tender Returnable if the above elements are requirements;**

- Valid copy of sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or
- Valid copy B-BBEE Certificate issued by CIPC for EME's. OR

- Valid original or certified copy of the B-BBEE certificate / sworn affidavit in the case of QSE's must be submitted, or
- Valid original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency for Generic Entities must be submitted, or
- For JV's only valid certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted and the certificate should be in the name of the JV.

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

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

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

## 4.2 Designated Sector

### Local Production and Content

The Clothing, Textiles, Footwear and Leather (CTFL) sector has been selected as a designated sector to benefit from public procurement and has been assigned a 100% minimum threshold for local content.

The designation constitutes sub-sectors from the following Standardised Industry Classifications (SIC) Codes:

31291 – Manufacture of textiles, clothing, leather goods and other textiles 31292 – Fashion clothing, textiles and footwear manufacture design.

Commodity	Components	Local Content Threshold
Overall, art 1pc Blue (D59)	Textile, Clothing, Leather and Footwear	100%
Overall, art 1pc Acids & Alkali D59		
Trousers, Men's Long Pants		
Trousers, Ladies Long Pants		
Jacket, Operating. Blue		
Jacket, Acids & Alkali		
Jacket, Thermal		
Shirt, Men's L/S Shirts T006		
Shirt, Ladies S/S T006		

In accordance with National Treasury Instruction only locally produced goods or locally manufactured Textile, Clothing, Leather and Footwear from local raw material or input will be considered

The stipulated minimum threshold percentages for local raw material production and content for the Textile, Clothing, Leather and Footwear sector is 100%.

- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written exemption from **the DTIC** should there be a need to import such raw material or input; and
- If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written exemption from **the DTIC** to supply the remaining portion at a lower local content threshold

A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.

## 4.2 Skills Development

### 4.2.1 Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract.

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

**Tenderers are required to propose against the following training initiatives**

Category	Eskom Target	Tenderer Proposal
Quality Inspectors	10	

**NOTE 1: For each of the above training we require:**

(One) 1 candidate (for either of the training courses above) for every R3 Million worth of accumulated purchase orders that has been allocated to the contractor

All service providers will need to provide the above skills training during the duration of this contract.

### 4.2.2 SDI&L Penalty and Performance Security

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

**One of the following options will apply for SDI&L performance security:**

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations.

### 4.2.3 Reporting and Monitoring

- The suppliers shall on a half yearly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL& I representative for acceptance 28 days after contract award.