



# NEC3 Supply Contract (SC3)

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

and [Insert at award stage]  
(Reg No. \_\_\_\_\_)

**for The supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[1-21]
Part C2 Pricing Data	[22-30]
Part C3 Scope of Work	[31-34]

**CONTRACT No. [ ]**

**PART C1:        AGREEMENTS & CONTRACT DATA**

---

<b>Contents:</b>	<b>No of pages</b>
<b>C1.1 Form of Offer and Acceptance</b>	<b>[3-5]</b>
<b>C1.2a Contract Data provided by the <i>Purchaser</i></b>	<b>[6-19]</b>
<b>C1.2b Contract Data provided by the <i>Supplier</i></b>	<b>[20-21]</b>

---

## 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:

### **For the supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station**

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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*.

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

## 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**

Komati Power Station  
Van Dyks Drift/ Hendrina Road  
Blinkpan  
2250

(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. 'Alternative Tender No. N/A

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser 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 Purchaser 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 Purchaser

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name & signature of witness

Date

Komati Power Station  
Van Dyks Drift/ Hendrina Road  
Blinkpan  
2250

## 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: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	
10.1	The <i>Purchaser</i> is (name): Eskom	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Silindile Mseleku
	Address	Komati Power Station, Van Dyks Drift/ Hendrina Road, Blinkpan, 2250
	Tel	+27 13 295 9519
	e-mail	MselekCS@eskom.co.za
11.2(13)	The <i>goods</i> are	For the supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station
11.2(13)	The <i>services</i> are	For the supply and delivery Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

- 11.2(14) The following matters will be included in the Risk Register
- Late deliveries
  - Delays and disruptions
  - SHE – Injuries
  - Non-compliance to construction regulations
  - Damage to the Employer’s existing property
  - Scope changes
  - Quality assurance and quality control challenges
  - Labour unrests
  - Community unrests
  - Non-compliance to plant regulations

11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>	
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</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 (two) days</b>	
2	<b>The Supplier’s main responsibilities</b>	Data required by this section of the core clauses 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.	
3	<b>Time</b>		
30.1	The <i>starting date</i> is.	<b>TBC</b>	
	The <i>completion date</i> is:	<b>36 months</b> (Note: the contract end date will be on expiry date or when funds are exhausted. Eskom, Komati Power Station has the right to cancel the contract any time without any legal implications due to financial constraints)	
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		The delivery date will be specified in the order and it would be 4 (four) weeks as per agreed lead time of this contract  In case of emergency the delivery will be within 24 hours or “as-and-when” required	

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One week after receiving a Task Order
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One week after receiving a Task Order
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	1 week - should any defect of material supplied found damaged before and after delivery, the <i>Supplier</i> must replace it immediately. No repairs will be accepted. If a defect arises after delivery and before the end of the warranty period, the <i>Purchaser</i> may notify the <i>Supplier</i> of an extension to the warranty period equal to the period during which the goods do not perform as stated in the Goods Information.
43.2	The <i>defect correction period</i> is	1 (one) week
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Between the 25 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	14 and 30 days Respectively after receipt of a valid Tax Invoice correctly submitted in accordance with the requirements for Tax Invoices provided under the Works Information
51.4	The <i>interest rate</i> is	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
6	<b>Compensation events</b>	
	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
7	<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.	



## 8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	<b>1. Late deliveries</b> <b>2. Changes in the Law</b> <b>3. Non-conformance to specification</b>
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	<b>(1) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</b> <ul style="list-style-type: none"> <li>• R15 million (fifteen million Rand) for Generation Division property;</li> </ul> <b>See notes in Annexure B</b>
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:	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices</li> </ul> <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>
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	<b>The total of the Prices other than for the additional excluded matters.</b> <b>The <i>Supplier's</i> total liability for the additional excluded matters is not limited.</b> <b>The additional excluded matters the <i>Supplier</i> is liable under this contract for:</b> <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>• death of or injury to a person and infringement of an intellectual property right</li> </ul>
88.5	The <i>end of liability date</i> is	<b>1 (one) Year after Delivery of the whole of the <i>goods</i> and <i>services</i>.</b>

## 9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	<b>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).</b>
------	---------------------------	--

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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>)</b>
94.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
94.4(5)	The place where arbitration is to be held is	<b>Johannesburg South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	

## 10 Data for Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<p><b>All the prices are inclusive of all the costs of the supplier. The rates will be fixed and firm for the first 12 months of the Contract. At the anniversary date of the Contract the Contract Price adjustment will apply according to applicable Indices.</b></p> <p><b>15% - Non adjustable</b></p> <p><b>Base date Sept 2025</b></p>
<b>X2</b>	<b>Changes in the law</b>	
X2.1	A change in the law of	<b>Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Delivery are	<p><b>0.1% of the order value per day up to a maximum of 10% of the order value</b></p>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
	<b>Z1 to Z15 always apply for Eskom</b>	

## 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*.

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

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**

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

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.

**Z12 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 *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

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

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.

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

**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> <b><u>Purchaser's property</u></b> 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.  <b><u>Other property</u></b> 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 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 47 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 47 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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's



Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

**Standard** means the *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

**SANAS** means the South African National Accreditation System.

**TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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.

## Annexure A: Supply Requirements

### The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010<sup>3</sup> as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
	Delivery Costs Included	DCI	Eskom Komati Power Station

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract and specifications.	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

<sup>3</sup> International Chamber of Commerce, Incoterms 2010, Paris, January 2011

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

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

<b>1. The requirements for the supply are</b>	The supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis to Komati Power Station for a period of 5 (five) years.	
<b>2. The requirements for transport are</b>	The supplier will transport the materials to Komati Power Station. <b>Unit prices are inclusive of transport costs.</b>	
<b>3. The delivery place is</b>	Komati Power Station	
<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*

#### Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)<sup>4</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>5</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	    
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	<b>As per our required for the scope</b>
11.2(11)	The tendered total of the Prices is	<b>As per the price list</b>
11.2(12)	The <i>price schedule</i> is in:	<b>The document called ‘Price Schedule’ in Part 2 of this contract.</b>
11.2(14)	The following matters will be included in the Risk Register	 
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	 
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<p><b><i>goods and services</i></b>                      <b><i>delivery date</i></b></p> <p>The <b>delivery date</b> will be specified in the order and it would be 4 (four) weeks as per agreed lead time of this contract</p> <p>In case of emergency the delivery will be within 24 hours or “as-and-when” required</p>

<sup>4</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>5</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

31.1	The programme identified in the Contract Data is contained in:
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is .....%

## PART 2: PRICING DATA

### 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	(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.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
<b>Assessing the amount due</b>	50.2	The amount due is
		<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.

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

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

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

Item	Material Number	Description	Unit	Estimated Qty 24 months	Each price	Total
1		DC Cable - 6sqmm single core DC cable (Red)	m	1500		
2		DC Cable - 6sqmm single core DC cable (Black)	m	1500		
3		MC4 - MC4 Connector twin pack	EA	300		
4		Circuit Breaker - 4 Pole 16A 1000VDC 6ka Circuit Breaker	EA	30		
5		AC Components Circuit Breaker - 3 Pole 10A 400V 6kA Circuit Breaker	EA	6		
6		AC Components Circuit Breaker - 1 Pole 32A 240V/415V 6kA Circuit Breaker	EA	6		
7		AC Components Circuit Breaker - 1 Pole 20A 240V/415V 6kA Circuit Breaker	EA	6		
8		AC Components Circuit Breaker - 1 Pole 10A 240V/415V 6kA Circuit Breaker	EA	6		
9		AC Components Circuit Breaker - 3 Pole 250A 240V/415V 40kA Circuit Breaker	EA	6		
10		AC Cable - 2.5sqmm GP Wire - Red	m	600		
11		AC Cable - 2.5sqmm GP Wire - White	m	600		
12		AC Cable - 2.5sqmm GP Wire - Blue	m	600		
13		AC Cable - 2.5sqmm GP Wire - Green and Yellow	m	600		
14		AC Cable - 1 Core - 70sqmm Braided Cable	m	600		
15		Communication Cable Comms Cable - Shielded UV Protected Cat6 Cable	m	1200		
16		PV Module - Bistar - 550W Half-Cut Mono Perc	EA	12		
		<b>TOTAL</b>				

Supply and delivery of Solar PV Demo Plant Spares on an "as-and-when" required basis for a period of 24 months

**Note:**

- The abovementioned tendered prices are exclusive of Value Added Tax, but inclusive of all costs related to the works, i.e. delivery cost, labor, etc.
- In case of discrepancy between each price and total, the price shall prevail.

**Supplier:**

.....  
Print name

.....  
Signature

.....  
Date

**ESCALATION**

Fixed prices/rates are preferred for the full contractual period. However, should the tenderers be unable to offer fixed prices/rates for the full contractual period of Two (2) years, the only escalation acceptable to Eskom will be as follows:

**FIXED:**

YEAR 1

**ESCALATION:**

YEAR 2

DESCRIPTION	PERCENTAGE (%)	INDICES BASED ON (e.g. SEIFSA)
Fixed	Minimum of 15%	
<b>TOTAL</b>	<b>100%</b>	

Prices will be fixed for the first year. Thereafter, prices will be subject to an annual increase in accordance to indice/s stated above. 15% of the prices will remain fixed and 85% will be subject to escalation. Base date is February 2025.

Please choose **one** of the following:

<b>A) PRICE/RATES SUBJECT TO ESCALATION CLAUSE ABOVE?</b>	<b>YES</b>		<b>NO</b>	
---	------------	--	-----------	--



Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

OR

<b>B) PRICE/RATES WILL BE FIXED FOR THE FULL CONTRACTUAL PERIOD?</b>	<b>YES</b>		<b>NO</b>	
--	------------	--	-----------	--

**Supplier:**

.....  
PRINT NAME

.....  
SIGNATURE

.....  
DATE

## PART 3: SCOPE OF WORK

### C3.1: *PURCHASER'S* GOODS INFORMATION

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

This enquiry calls for the supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station for a contract period of 2 (Two) years.

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

For the supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis at Komati Power Station.

Item	Material Number	Description	Unit	Estimated Qty 24 months
1		DC Cable - 6sqmm single core DC cable (Red)	m	1500
2		DC Cable - 6sqmm single core DC cable (Black)	m	1500
3		MC4 - MC4 Connector twin pack	EA	300
4		Circuit Breaker - 4 Pole 16A 1000VDC 6ka Circuit Breaker	EA	30
5		AC Components Circuit Breaker - 3 Pole 10A 400V 6kA Circuit Breaker	EA	6
6		AC Components Circuit Breaker - 1 Pole 32A 240V/415V 6kA Circuit Breaker	EA	6
7		AC Components Circuit Breaker - 1 Pole 20A 240V/415V 6kA Circuit Breaker	EA	6
8		AC Components Circuit Breaker - 1 Pole 10A 240V/415V 6kA Circuit Breaker	EA	6
9		AC Components Circuit Breaker - 3 Pole 250A 240V/415V 40kA Circuit Breaker	EA	6
10		AC Cable - 2.5sqmm GP Wire - Red	EA	600

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

11		AC Cable - 2.5sqmm GP Wire - White	EA	600
12		AC Cable - 2.5sqmm GP Wire - Blue	EA	600
13		AC Cable - 2.5sqmm GP Wire - Green and Yellow	EA	600
14		AC Cable - 1 Core - 70sqmm Braided Cable	EA	600
15		Communication Cable Comms Cable - Shielded UV Protected Cat6 Cable	EA	1200
16		PV Module - Bistar - 550W Half-Cut Mono Perc	EA	12

### 3. Technical Specifications

The *Supplier* must execute the works according to the scope of work.

### 4. Supply Requirements

The supply and delivery of Solar PV Demo Plant Spares must have a 4–6-week lead time for manufacturing and supply.

### 5. Specification of the services to be provided.

Not applicable

### 6. Constraints on how the *Supplier* Provides the Goods

#### 6.1 Programming constraints

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

#### 6.2 Work to be done by the Delivery Date

- The *Supplier* will deliver the Spares 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.
- No delivery will be made without a purchase order number (45.....)
- *Supplier* to provide his/her own appropriate transportation for deliveries.
- Timeous deliveries is of the utmost importance and it is expected from the successful *Supplier* to treat any order/s received as a priority and to inform Eskom if deliveries cannot be effected on time.
- Delivery costs to be included in the quoted price.
- Wrong deliveries will not be accepted and will be returned to the *Supplier*, at the *Supplier's* costs.
- The *Supplier* will deliver the quantities as per the order.

##### 6.2.1 Delivery Times:

- All deliveries should be made to Komati Stores at the Receiving Site:

Monday to Thursday = 07:30am to 16:00pm

Friday = 07:30am to 11:30am

Supply and delivery of Solar PV Demo Plant Spares on an “as-and-when” required basis for a period of 24 months

### 6.3 Packing

- The *Supplier* packs the goods in a manner that is designed to prevent damage or deterioration during transit to the final destination.
- The transportation mechanism must comply with all legal requirements for the type of material.
- The *Supplier* packs the goods taking account of rough handling, exposure to extreme temperatures, precipitation during transit, open storage, the final destination and the absence of heavy handling facilities at certain points in transit or on arrival.
- Note that material damaged due to inadequate protection will not be accepted on site. *Supplier* is urged to ensure that sufficient packing protection is given to material/s that may be susceptible to damage in transit.

### 6.4 Marking the goods

The details on the delivery note will be taken as the marking on the goods by the *Supplier*.

### 6.5 Off-loading

- *Supplier* to provide his/her own manpower for offloading.
- Offloading shall be made at the Stores Receiving Site.
- The *Purchaser* shall provide a forklift on an “as-and-when” required basis.

### 6.6 Cooperating with Others

Not Applicable

**6.7 Services & other things to be provided by the *Purchaser***

Item	Date by which it will be provided
The <i>Purchaser's Representative</i> will arrange the induction	Before commencement of the project
Forklift	As and when required

**6.8 Management meetings**

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

The following meetings are compulsory for this Project:

- Kick Meeting : Once off
- Project Progress meeting : This meeting will take place at least once a month
- Close out meeting : Once off

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.

**6.9 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 sms's, emails does not override the use of applicable and relevant NEC3 SC standard templates, forms and Eskom Holdings SOC Limited procedures.

**6.10 Health and safety risk management**

*Supplier* to comply with all Safety Requirements and as per the scope of work.

*Supplier* shall submit a valid Letter of Good Standing and Acknowledgement of Eskom OHS procedures and OHS Policy.

**6.11 Environmental management**

*Supplier* to comply with all Environmental Procedures, Standards and Policies as per the scope of work

## 6.12 Contract quality management plan requirement

The *Supplier* shall comply with the ISO 9001:2008 Quality Management System and, *Purchaser's* Quality Requirements of as specified in Eskom QM58 document.

## 6.13 Invoicing and payment

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

---

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is 4740101508;
- The total of
  - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed;
  - Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;

Procedure for invoice submissions and payment: All invoices to be submitted electronically with payment instruction: [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

## 6.14 Contract change management

For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation *event* core clause section 6 of the NEC3.

## 6.15 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier

The *Supplier* retains all records of assessments, invoices, payments and all other relevant applicable to this Contract.

# 7 Procurement

## 7.6 Subcontracting

# 8 List of drawings

Not Applicable.