

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis



NEC3 Supply Contract (SC3)

**Between NTCSA SOC Ltd
(Reg No. 2021/539129/30)**

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

**for The supply and delivery of bulk water to various
areas within the Southern Grid on an “and as” when
required basis**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	

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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:

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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	Rates Based
	Value Added Tax @ 15% is	Rates Based
	The offered total of the amount due inclusive of VAT is ¹	Rates Based
	Rates based	

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

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

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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)

Lena Mothata

Capacity

Senior Manager- Southern Grid

**for the
Purchaser**

NTCSA SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

(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.

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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 _____

Lena Mothata

Senior Manager- Southern Grid

**NTCSA SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg,
2199**

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C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X17: Low performance damages X20: Key Performance Indicators Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), 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):	Lungile Mathetha
	Address	120 Henry Street, Bloemfontein
	Tel	031 710 5334
	e-mail	mtambol@ntcsa.co.za
11.2(13)	The <i>goods</i> are	The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis
11.2(13)	The <i>goods</i> are	Bulk water to various areas within the Southern Grid on an “and as” when required basis
11.2(14)	The following matters will be included in the Risk Register	Strikes Personnel injury

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

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11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Supplier's main responsibilities	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	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	The delivery date is identified in the Batch Order
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.	[no data required]
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.
4	Testing and defects	
42	The <i>defects date</i> is	2 weeks after Delivery.
43.2	The <i>defect correction period</i> is	3 days
42.2	The <i>defects access period</i> is	3 days
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged 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 (ii) the LIBOR rate applicable at the time for

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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 *mutatis mutandis* 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.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	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	1. [●] 2. [●] 3. [●]
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	R0.0 (zero Rand)
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	(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 and (2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division

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		(or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).																								
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 www.ice-sa.org.za)																								
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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																								
	- if the Parties cannot agree a choice or																									
	- 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:	<table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>[•]</td><td colspan="2">non-adjustable</td></tr><tr><td>1.00</td><td colspan="2"></td></tr></table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law																									
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date																								
X7	Delay damages	R500.00 per day.																								
X17	Low performance damages																									

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X17.1	The amounts for low performance damages are:	amount	performance level
		R [●]	for [●]
		R [●]	for [●]
		R [●]	for [●]
		R [●]	for [●]
Z	The <i>additional conditions of contract</i> are Z1 to Z15 always apply for NTCSA		

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.

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis**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.

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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 4710303126 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.

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

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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:

- Insurance cover 84**
- 84.1** 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.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

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INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, 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 goods, 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	<u>Loss of or damage to property</u> <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 <u>Death of or bodily injury</u> 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

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
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	Per the insurance policy document

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Business Interruption	
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:

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.

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	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.
Standard	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.
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.

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

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)³ and the relevant parts of its Guidance Notes (SC3-GN)⁴ 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:													
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:													
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 and services</i> is:	<table><thead><tr><th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td>[•]</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td><td>[•]</td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												

³ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

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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

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

C2.1 Pricing assumptions

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

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

Identified and defined terms	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.
Assessing the amount due	50.2	The amount due is
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - 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, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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;

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- 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.

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

C2.2 the *price schedule*

GRASSRIDGE SUBSTATION

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<u>BULK WATER</u> Preambles Bulk water that has been properly treated or is naturally suitable for hygiene, and other household purposes Transport Truck Water: 15 000 to 25000 Litre: Rate per kilometre Water Bulk Water	 Km L	 1 1		

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		TOTAL CARRIED TO SUMMARY					

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

POSEIDON SUBSTATION

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<u>BULK WATER</u> Preambles Bulk water that has been properly treated or is naturally suitable for hygiene, and other household purposes Transport Truck Water: 15 000 to 25000 Litre: Rate per kilometre Water Bulk Water	Km 			

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		TOTAL CARRIED TO SUMMARY					

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

NEPTUNE SUBSTATION

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<u>BULK WATER</u> Preambles Bulk water that has been properly treated or is naturally suitable for hygiene, and other household purposes Transport Truck Water: 15 000 to 25000 Litre: Rate per kilometre Water Bulk Water	Km 			

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

National Transmission Company of South Africa Bill of Quantities				Template Identifier			
				Document Identifier			
				Effective Date			
				Review Date			
Project Name: SUPPLY AND DELIVERY OF BULK WATER							
ITEM NO	PAYMENT REFERS TO	ERP Number	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		TOTAL CARRIED TO SUMMARY					

The total of the Prices

--

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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Part 3: Scope of Work 6

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C3.2	<i>Supplier's</i> Goods Information	Error! Bookmark not defined.

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Overview and purpose of the *goods* and *services*

The purpose of this contract is to appoint a suitably qualified *Supplier* to supply and deliver grocery items to the *Purchaser* within the Leander substation within the Southern Grid, on an as and when required basis.

1. Description of the *goods*

The *Purchaser* requires the *Supplier* to supply and deliver Bulk water below on an as and when required basis at the following address:

GRASSRIDGE SUBSTATION

Coega IDZ area DR 1933 Road
Coega
Gqeberha

POSEIDON SUBSTATION

Patryshoogte Road
Cookhouse

NEPTUNE SUBSTATION

N6 Road
Nahoon
East London

Specification and description of the *goods*

***Purchaser's* design**

Not Applicable

Procedure for submission and acceptance of *Supplier's* design

Not Applicable

Other requirements of the *Supplier's* design

Not Applicable

Use of *Supplier's* design

Not Applicable

Manufacture & fabrication

Not Applicable

Factory acceptance testing (FAT)

Not Applicable

Other tests and inspections and commissioning in place of use

Not Applicable

Operating manuals and maintenance schedules

Not Applicable

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

Supply Requirements

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

- The *Supplier* must only supply the goods when issued with a Batch Order.
- Batch Orders will be issued on an as and when required basis.
- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.
- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.
- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.
- Partial delivery of goods shall be regarded as failing to comply with this contract.
- The *Supplier* will be part of a panel of suppliers that will be used to provide the goods. The *Purchaser* reserves the right to award any goods requirement to any other supplier it deems necessary.
- The *Supplier* shall supply and deliver the items to the sites as specified by the *Purchaser*. The sites are:
- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.
- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.
- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.
- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.
- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the *Purchaser*. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.
- The *Supplier* will be subject to performance appraisals based on NTCSA key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.

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- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.
- The *Supplier* must abide by Eskom's standard namely “Life Saving Rules” at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.
- The *Supplier* shall comply with the requirements of the OSH Act and regulations.
- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.
- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.

The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchas*

Specification of the services to be provided

Not Applicable

**Constraints on how the *Supplier* Provides the Goods
Programming constraints**

Not Applicable

Work to be done by the Delivery Date

Not Applicable

Marking the goods

Not Applicable

Constraints at the delivery place and place of use

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

Cooperating with Others**Services & other things to be provided by the *Purchaser* or *Supplier***

Not Applicable

Management meetings

Quarterly meetings shall take place on site (face-to-face) or via Ms Teams to discuss all issues or plans for all perimeters for the contract (quality, environment and health and safety). Quarterly meetings preferred at the start of each quarter for the good planning of activities on site. The Employer can request the ‘Emergency Meeting’ at any given time if there are serious issues or risks that can affect the service delivery for the contract. All meetings shall be chaired by the service manager/supervisor. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc.

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All meetings shall be recorded in the form of minutes, or a register prepared and circulated by a person who convened the meetings. The 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 condition of contract to carry out such actions or instructions.

Documentation control

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA Standards. All correspondence shall be dated, and sequence numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and Eskom Holding SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

Health and safety risk management

The five NTCSA 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*

Rule 6: *Ensure safe live working*

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 25 IN SECTION 1.3.2 OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ON THE DAY OF 20.....

Note: Please return the above pages with the other tender returnables to the Eskom office that issued this enquiry after complying with the above

Environmental constraints and management

Not Applicable

Quality

Not Applicable

Invoicing and payment

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

The *Contractor* shall address the tax invoice to include on each invoice the following information:

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

- Name and address of the *Contractor* and the *Supply Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

Invoices and Additional Information

- Eskom order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an Eskom email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

- All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za
- Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

Insurance provided by the Purchaser

As per clause 84.1

Provision of bonds and guarantees

Not Applicable

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

Not Applicable

**Procurement
Subcontracting**

Preferred subcontractors

Not Applicable

Limitations on subcontracting

The *Contractor* to submit the names of each proposed subcontractor to the *Employer* for acceptance. The *Contractor* does not appoint a subcontractor until the *Employer* has accepted such subcontractor

Spares and consumables

Not Applicable

Other requirements related to procurement

Not Applicable

Cataloguing requirements by the *Supplier*

Not Applicable

List of drawings

Drawings issued by the *Purchaser*

Not Applicable

	Schedule of proposed Subcontractors	Tender Schedule T2.2b SC3-1
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We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with core clause 24.2.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

Signed	_____		Date	_____
Name	_____	Position	_____	
Tenderer	_____		_____	

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

	Clause 31.2 programme	Tender Schedule T2.2b SC3-2
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Note to tenderers: Please attach your proposed first programme to this Tender Schedule.

This programme should show:

1. The information required of a programme submitted for acceptance in Clause 31.2
2. Any other requirements for a programme stated in the Goods Information.

Tenderer to provide comment here if necessary.

Signed

Date

Name

Position

Tenderer

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

	Contract Price adjustment (CPA) requirements	Tender Schedule T2.2b SC3-X1
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If Option X1 is included in the *conditions of contract*, and the *Purchaser* has not completed the data for this Option, the tendering supplier may propose the proportions used to calculate the Price Adjustment Factor, the index which each proportion is to be linked to, the base date used and the organisation preparing the indices. If the data has not been completed, the Prices will be treated as fixed for the duration of the contract.

Complete the data in the right hand column

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is		The month before tender closing date	
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
		0.		
		0.[•]	non-adjustable	
	Total	1.00		

The *Purchaser* always requires a non-adjustable portion of at least [•].

Only recognised industry CPA Indices may be proposed. “In house” indices are not acceptable.

If payments are to be made in currencies other than the *currency of this contract*, please provide a schedule which identifies the link between activities to be paid for in the other currencies and the proportion used to calculate the Price Adjustment Factor.

Signed

Date

Name

Position

Tenderer

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

	Foreign exchange requirements	Tender Schedule T2.2b SC3-X3
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If Option X3 is included in the *conditions of contract*, the *Purchaser* will consider paying for the items and activities listed below by the tenderer in the currencies stated.

Once agreement is reached prior to award, the *Purchaser* will enter the agreed data into the Data for Option X3 in Data provided by the *Purchaser*.

Items	Other currency	Bank	Maximum payment in that currency

The *exchange rates* to be used are stated in the Contract Data provided by the *Purchaser*. If not stated, the tendering supplier must complete the following:

The exchange rates are those published in _____ on _____ (date)

Justification and full details supporting foreign currency requirements are to be appended to this Schedule.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Purchaser* may not be able to accommodate a tenderer's requirements in full or at all.

Signed

Date

Name

Position

Tenderer

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

	Form of intent to provide a Parent Company Guarantee	Tender Schedule T2.2b SC3-X4
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Option X4 of NEC contracts ECC3, PSC3, TSC3 and SC3 allows for provision of a parent company guarantee.

To: (the *Employer / Purchaser*)

From: (the Parent Company)

Name: _____

Name: _____

Address _____

Address _____

Date: _____

Dear Sirs

Tender offer submitted by _____

For works / services/ supply: _____

Tender Ref number _____

This Company is the Parent Company of _____ [insert legal name]
within the meaning of _____ [Insert section and
title and date of relevant Companies Act]

We confirm that should the tender offer submitted by _____
[insert name of tenderer] be accepted by you and a contract formed as a result, this Company will, within the time
period stated in the contract, enter into a parent company guarantee with you as the *Employer / Purchaser* in
the form included in the contract.

We confirm that the Company's _____ [insert name of the appropriate
document, e.g., Memorandum of Association] confers the power on the company to enter into said Guarantee. A copy
of that document is available on request.

Yours faithfully

Signed

Date

Name _____

Position _____

The supply and delivery of bulk water to various areas within the Southern Grid on an “and as” when required basis

	Form of intent to provide a performance bond	Tender Schedule T2.2b SC3-X13
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Option X13 of NEC contracts ECC3, PSC3, TSC3 and SC3 allows for provision of a performance bond from a bank or insurer which the *Employer / Purchaser* has accepted.

For this contract only performance bonds provided by a bank registered in South Africa will be accepted.

It is hereby agreed that a Performance Bond drafted exactly as provided in the tender documents will be provided by the Surety named below, which is a bank registered in South Africa:

Name of Surety (Bank) [•]

Address [•]
[•]

The Performance Bond shall be provided as soon as possible after the Contract Date defined in the contract but in any case within the times stated in the contract should a contract between us result from this tender.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

CONFIRMED BY Surety's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Surety (Bank)

Date