



NEC3 Supply Contract (SC3)

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

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

for **Supply and delivery of LV and MV cable termination kits and connectors for Gauteng Cluster on an as and when required for a period of 5 years**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	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]	
C1.3 Proforma Guarantees	[•]

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:

Supply and delivery of LV and MV cable termination kits and connectors for Gauteng cluster on an as and when required for a period of 5 years

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s) _____

Capacity _____

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations to be completed by the *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	Change as agreed with supplier (additions/amendments/deletion)
1	Clause 19.1:	<p>"If an event occurs during transport of the goods to the Delivery Place which</p> <ul style="list-style-type: none"> • stops Delivery or • stops Delivery by the Delivery Date, and which • neither Party could prevent and • an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it, <p>the Supplier Manager gives an instruction to the Supplier stating how he is to deal with the event.</p>	<p>If the event occurs during the manufacture, import, storage, local transit or transfer of the goods to the Delivery Place which</p> <ul style="list-style-type: none"> • stops Delivery or • stops Delivery by the Delivery Date, and which • neither Party could prevent and • an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it, <p>the Supplier Manager gives an instruction to the Supplier stating how he is to deal with the event.</p>
2	Clause 60.1 (15):	<p>The following are compensation events. (15) An event occurs during transport of the goods to the Delivery Place which</p> <ul style="list-style-type: none"> • stops Delivery or • stops Delivery by the Delivery Date, and which • neither Party could prevent, • an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and • is not one of the other compensation events stated in this contract. 	<p>60. 1(15) <u>An event occurs during the manufacture, import, storage, local transit or transfer of the goods</u> to the Delivery Place which</p> <p>Stops Delivery or Stops Delivery by the Delivery Date, and which</p> <ul style="list-style-type: none"> • neither Party could prevent, • an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and • is not one of the other compensation events stated in this contract the <u>supplier will be entitled to compensation of time only.</u>

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	<i>(Insert name and address of organisation)</i>	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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
		Z: <i>Additional conditions of contract</i>
	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):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	011 800 4299
10.1	The <i>Supply Manager</i> is (name):	Donovan Kumkaran
	Address	Eskom Megawatt Park, No 1 Maxwell Drive, Sandton, Johannesburg
	Tel	011 800 4107
	Fax	086 538 8959

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

e-mail		KumkarDV@eskom.co.za	
11.2(13)	The <i>goods</i> are	Medium voltage (MV) cable joint kits	
11.2(13)	The <i>services</i> are	n/a	
11.2(14)	The following matters will be included in the Risk Register	Late deliveries Supplier employee strike action	
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	5 working days	
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.	[•]	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 Medium Voltage cable joint kits	To be indicated on each purchase 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	One week after receipt of the purchase order.	
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	3 years after Delivery.	
43.2	The <i>defect correction period</i> is	Four (4) weeks	
42.2	The <i>defects access period</i> is	Two (2) days	
5	Payment		
50.1	The <i>assessment interval</i> is	After the complete delivery of each order	
51.1	The <i>currency of this contract</i> is the	South African Rand	

51.2	The period within which payments are made is	Within 30 days from date of submission of a valid tax invoice to Eskom Finance Shared Services.
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	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. Late delivers 2. Supplier employee strikes
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	for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely: <ul style="list-style-type: none"> • R25million (twenty five million Rand) for Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R2 million (two million Rand) for Distribution Division and all other <i>Purchaser's</i> property
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:	The total value of the defective item, plus amount of the deductibles payable in terms of the <i>Purchaser's</i> Asset All Risk Insurance policy in respect of the resultant damage.
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	The total of the Price of the contract, plus the amount of the additional excluded items namely: <ul style="list-style-type: none"> • Defects due to design, plan and specification, • Defects due to manufacture and, or fabrication outside of site,

- Infringement on intellectual property rights.

88.5 The *end of liability date* is Three (3) years after delivery of the whole of the goods.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see 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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Proposed by supplier		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
	0.			
0.15	non-adjustable			
	1.00			
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		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Medium Voltage cable joint kits	0.5% per day up to a limit of 5% of the affected goods per order
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Health, safety and the environment: Add to core clause 25.4

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

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

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 <i>Supplier</i> , 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 <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

INSURANCE TABLE A

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>Purchaser's 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 Business Interruption	Per the insurance policy document

Nuclear Material Damage Terrorism	Per the insurance policy document
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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.
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.

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ 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
E	departure	EXW	To be stated on the purchase order
F	main carriage unpaid	FCA, FAS, FOB	To be stated on the purchase order
C	main carriage paid	CFR, CIF, CPT, CIP	To be stated on the purchase order
D	arrival	DAT, DAP, DDP	To be stated on the purchase order

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	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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	Not applicable
	Undertake import requirements	Supplier
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. In respect of Marine Insurance Policy wording;

- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

***Supplier's* liability for damage to the *Purchaser's* property**

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R 25million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R 2.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Group Insurance

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data				
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.					
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Not applicable				
11.2(11)	The tendered total of the Prices is	Rate based				
11.2(12)	The <i>price schedule</i> is in:	C2.2				
11.2(14)	The following matters will be included in the Risk Register	Late deliveries Supplier employee strike action				
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	Purchase order specific				
30.1	The <i>delivery date</i> of the <i>goods</i> are:	<table><tr><th><i>goods</i></th><th><i>delivery date</i></th></tr><tr><td>1 MV Joint kits</td><td>As specified on the purchase order</td></tr></table>	<i>goods</i>	<i>delivery date</i>	1 MV Joint kits	As specified on the purchase order
<i>goods</i>	<i>delivery date</i>					
1 MV Joint kits	As specified on the purchase order					
31.1	The programme identified in the Contract Data is contained in:	Not applicable				
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	5%				

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>	[•]

C2.1 Pricing assumptions

1. 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
		<ul style="list-style-type: none"> 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>. <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.

2. 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.

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. 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*

Item no	Material	Description	Unit Price
10	0168870	KIT TERM:4C 1KV 185-240 SQ OD HSH D3147	
20	0168325	KIT TERM:4C 1KV 70-95 SQ; OD HSH D3147	
30	0168481	KIT TERM:4C 1KV 120-150 SQ OD; HSH D3147	
40	0168567	KIT TERM:3C 11KV 16-35SQ ID XLPE D2806	
50	0168789	KIT TERM:3C 11KV 50-95SQ OD PILC D8005	
60	0168791	KIT TERM:3C 11KV 120-185SQ OD PILC D8005	
70	0168792	KIT TERM:3C 11KV 240-400SQ OD PILC D8005	
80	0168793	KIT TERM:1C 11KV 500-800SQ OD PILC D8005	
90	0168794	KIT TERM:1C 22KV 400-630SQ OD PILC D8005	
100	0168795	KIT TERM:3C 22KV 240-300SQ OD PILC D8005	
110	0168796	KIT TERM:1C 11KV 500-800SQ ID PILC D8005	
120	0168797	KIT TERM:1C 22KV 400-630SQ ID PILC D8005	
130	0168801	KIT TERM:3C 22KV 70-185SQ ID PILC D8005	
140	0168802	KIT TERM:3C 11KV 120-185SQ ID PILC D8005	
150	0168806	KIT TERM:3C 22KV 70-185 SQ OD PILC D8005	
160	0169005	KIT TERM:3C 11KV 50-95SQ ID PILC D8005	
170	0169006	KIT TERM:11 KV;INDOOR;XLPE;(3) 16-35 MM2	
180	0169094	KIT TERM:3C; XLPE ;22KV; OD ;25-70 MM2	
190	0169133	KIT TERM:3C 11KV 16-35SQ OD XLPE D2806	
200	0175642	KIT TERM:3C ;XLPE;11KV; ID 50-120 MM2	
210	0175643	KIT TERM:3C ;XLPE ;11KV; OD ;50-120 MM2	
220	0175644	KIT TERM:11 KV; ID;50-120;6.35/11 KV	
230	0175645	KIT TERM:3C ;XLPE; ;11KV; ID 95-185 MM2	
240	0175646	KIT TERM:3C ;XLPE ;11KV; OD ;95-185 MM2	
250	0175647	KIT TERM:3C ;XLPE ;22KV; ID ;95-185 MM2	
260	0175648	KIT TERM:3C ;XLPE ;22KV; OD ;95-185 MM2	
270	0175653	KIT TERM:3C 11KV 50-95 SQ; ID ES PILC	
280	0179496	KIT TERM:3C;TRIFURCATING SCR;70-185 MM2	
290	0182550	KIT TERM:1C;22 KV;630 MM2;22 KV;ID;XLPE	
300	0182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE	
310	0184238	KIT TERM:1C;OD;95-185 MM2;11 KV;XLPE	
320	0184239	KIT TERM:3C;OUTDOOR;185-300 MM2;11 KV;OD	
330	0215113	KIT TERM:3C 11KV 120-185SQ ID ES PILC	
340	0215114	KIT TERM:3C ;XLPE ES 11KV ID 95-185 MM2	
350	0251691	KIT TERM:1C;ABC;35-95 MM2;11 KV;OD;XLPE	
360	0251729	KIT TERM:1C ;XLPE ;95-185 MM2;11KV; ID	
370	0624548	KIT TERM:3C;OD;95-185 MM2;33 KV;XLPE	
380	0624566	KIT TERM:3C;OUTDOOR;185-300 MM2;22 KV;OD	

390	0635328	KIT TERM:3C;INDOOR;185-300 MM2;22 KV;ID	
400	0635332	KIT TERM:1C;XLPE;OD;185-300 MM2 ;22 KV	
410	0635333	KIT TERM:1C;XLPE;ID;185-300 MM2;22 KV	
420	0635334	KIT TERM:1C;XLPE;ID;185-300 MM2;11 KV	
430	0635335	KIT TERM:1C;XLPE;OD;185-300 MM2;11 KV;OD	
440	0635341	KIT TERM:1C;LCC;XLPE;OD;630 MM2;11 KV	
450	0635343	KIT TERM:1C; XLPE; ID; 630 MM2; 11 KV	
460	0635344	KIT TERM:1C; XLPE; OD; 630 MM2; 11 KV	
470	0644722	KIT TERM:3C ;ID ;185-300 ;11 KV ;XLPE	
480	0687351	CONNECTOR ELECT:SSC;50-120 MM2;22 KV	
490	0687350	CONNECTOR ELECT:SSC;25-70 MM2;22 KV	
500	0687352	CONNECTOR ELECT:SSC;95-185 MM2;22 KV	
510	0687353	CONNECTOR ELECT:SSC;185-300 MM2;22 KV	

Notes:

- a) Lead Time is 16-18 weeks from date of order acknowledgement;
- b) All deliveries will be made by the supplier to the purchaser as specified on the purchase order
- c) Prices will be fixed and firm for the first year of the contract thereafter, an 8% price adjustment will be made on year 2 and year 3
- d) The unit prices should exclude VAT
- e) Unit of measure is each.

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the goods and services

The supply and delivery of various Medium voltage (MV) cable joint kits on an “as and when required basis” for a period of thirty-six (36) months for Gauteng Operating Unit.

The estimated quantities are as follows:

As and when required basis

2 Specification and description of the goods

The specifications for the goods and services are as follows:



Accessories MV
Product Specifications

Termination Kits List		
10	0168870	KIT TERM:4C 1KV 185-240 SQ OD HSH D3147
20	0168325	KIT TERM:4C 1KV 70-95 SQ; OD HSH D3147
30	0168481	KIT TERM:4C 1KV 120-150 SQ OD; HSH D3147
40	0168567	KIT TERM:3C 11KV 16-35SQ ID XLPE D2806
50	0168789	KIT TERM:3C 11KV 50-95SQ OD PILC D8005
60	0168791	KIT TERM:3C 11KV 120-185SQ OD PILC D8005
70	0168792	KIT TERM:3C 11KV 240-400SQ OD PILC D8005
80	0168793	KIT TERM:1C 11KV 500-800SQ OD PILC D8005
90	0168794	KIT TERM:1C 22KV 400-630SQ OD PILC D8005
100	0168795	KIT TERM:3C 22KV 240-300SQ OD PILC D8005
110	0168796	KIT TERM:1C 11KV 500-800SQ ID PILC D8005
120	0168797	KIT TERM:1C 22KV 400-630SQ ID PILC D8005
130	0168801	KIT TERM:3C 22KV 70-185SQ ID PILC D8005
140	0168802	KIT TERM:3C 11KV 120-185SQ ID PILC D8005
150	0168806	KIT TERM:3C 22KV 70-185 SQ OD PILC D8005
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170	0169006	KIT TERM:11 KV;INDOOR;XLPE;(3) 16-35 MM2
180	0169094	KIT TERM:3C; XLPE ;22KV; OD ;25-70 MM2
190	0169133	KIT TERM:3C 11KV 16-35SQ OD XLPE D2806
200	0175642	KIT TERM:3C ;XLPE;11KV; ID 50-120 MM2
210	0175643	KIT TERM:3C ;XLPE ;11KV; OD ;50-120 MM2
220	0175644	KIT TERM:11 KV; ID;50-120;6.35/11 KV
230	0175645	KIT TERM:3C ;XLPE ; ;11KV; ID 95-185 MM2
240	0175646	KIT TERM:3C ;XLPE ;11KV; OD ;95-185 MM2
250	0175647	KIT TERM:3C ;XLPE ;22KV; ID ;95-185 MM2
260	0175648	KIT TERM:3C ;XLPE ;22KV; OD ;95-185 MM2

270	0175653	KIT TERM:3C 11KV 50-95 SQ; ID ES PILC
280	0179496	KIT TERM:3C;TRIFURCATING SCR;70-185 MM2
290	0182550	KIT TERM:1C;22 KV;630 MM2;22 KV;ID;XLPE
300	0182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE
310	0184238	KIT TERM:1C;OD;95-185 MM2;11 KV;XLPE
320	0184239	KIT TERM:3C;OUTDOOR;185-300 MM2;11 KV;OD
330	0215113	KIT TERM:3C 11KV 120-185SQ ID ES PILC
340	0215114	KIT TERM:3C ;XLPE ES 11KV ID 95-185 MM2
350	0251691	KIT TERM:1C;ABC;35-95 MM2;11 KV;OD;XLPE
360	0251729	KIT TERM:1C ;XLPE ;95-185 MM2;11KV; ID
370	0624548	KIT TERM:3C;OD;95-185 MM2;33 KV;XLPE
380	0624566	KIT TERM:3C;OUTDOOR;185-300 MM2;22 KV;OD
390	0635328	KIT TERM:3C;INDOOR;185-300 MM2;22 KV;ID
400	0635332	KIT TERM:1C;XLPE;OD;185-300 MM2 ;22 KV
410	0635333	KIT TERM:1C;XLPE;ID;185-300 MM2;22 KV
420	0635334	KIT TERM:1C;XLPE;ID;185-300 MM2;11 KV
430	0635335	KIT TERM:1C;XLPE;OD;185-300 MM2;11 KV;OD
440	0635341	KIT TERM:1C;LCC;XLPE;OD;630 MM2;11 KV
450	0635343	KIT TERM:1C; XLPE; ID; 630 MM2; 11 KV
460	0635344	KIT TERM:1C; XLPE; OD; 630 MM2; 11 KV
470	0644722	KIT TERM:3C ;ID ;185-300 ;11 KV ;XLPE
480	0687351	CONNECTOR ELECT:SSC;50-120 MM2;22 KV
490	0687350	CONNECTOR ELECT:SSC;25-70 MM2;22 KV
500	0687352	CONNECTOR ELECT:SSC;95-185 MM2;22 KV
510	0687353	CONNECTOR ELECT:SSC;185-300 MM2;22 KV

The following list is the joint kit SAP numbers for clarification with the Eskom Procurement Buyer.

2.1 Purchaser's design

Not applicable

2.2 Procedure for submission and acceptance of Supplier's design

Approval is based on information submitted by each supplier; each tender is evaluated against requirements in D-DT-8014, D-DT-8006, D-DT-8007, D-DT-8008 and the latest relevant Eskom specification **ACCESSORIES FOR MEDIUM-VOLTAGE POWER CABLES FOR SYSTEMS WITH NOMINAL VOLTAGES OF 11KV TO 33KV** Unique Identifier **240-56030619** as per the enquiry DX809R.

2.3 Other requirements of the Supplier's design

Will be specified in the relevant Purchase Order

2.4 Use of *Supplier's* design

Will be specified in the relevant Purchase Order

2.5 Manufacture & fabrication

As per Eskom standards and procedures as stated in the specifications of each joint kit.

2.6 Factory acceptance testing (FAT)

Approval is based on information submitted by each supplier; each tender is evaluated against requirements in D-DT-8014, D-DT-8006, D-DT-8007, D-DT-8008 and the latest relevant Eskom specification **ACCESSORIES FOR MEDIUM-VOLTAGE POWER CABLES FOR SYSTEMS WITH NOMINAL VOLTAGES OF 11KV TO 33KV** Unique Identifier **240-56030619** as per the enquiry DX809R.

2.7 Other tests and inspections and commissioning in place of use

Approval is based on information submitted by each supplier; each tender is evaluated against requirements in D-DT-8014, D-DT-8006, D-DT-8007, D-DT-8008 and the latest relevant Eskom specification **ACCESSORIES FOR MEDIUM-VOLTAGE POWER CABLES FOR SYSTEMS WITH NOMINAL VOLTAGES OF 11KV TO 33KV** Unique Identifier **240-56030619** as per the enquiry DX809R.

2.8 Operating manuals and maintenance schedules

n/a

3 Supply Requirements

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

4 Specification of the *services* to be provided

As per tender documentation

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Not applicable

5.2 Work to be done by the Delivery Date

The supplier/s needs to send the goods collection notification to Rotran/Rotek (Contract management)

5.3 Marking the goods

Approval is based on information submitted by each supplier; each tender is evaluated against requirements in D-DT-8014 and the latest relevant Eskom specification.

5.4 Constraints at the delivery place and place of use

To be stipulated on the purchase order.

5.5 Cooperating with Others

Cooperating with others will come as a formal instruction from a delegated user, per order if required, taking into account the scenario relevant to the particular order. The supplier is required to comply fully with each formal instruction in a reasonable manner. Each formal instruction shall be issued with the intention that compliance by the supplier is possible and reasonable in terms of the required supplier compliance.

5.6 Services & other things to be provided by the *Purchaser or Supplier*

The supplier shall make available at request, a technical team to conduct root cause investigations should a fault or non-conformance in terms of functionality, quality or operation of a product occur which poses a risk to the operations of the purchaser for any item purchased in terms of this contract after its installation. The technical team shall be made available within a 48 hour period upon receipt of the request by the supplier from the purchaser.

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Specified when required	<i>Purchaser, Supplier, and Technical Representative</i>
Overall contract progress and feedback	As and when required	Specified when required	<i>Purchaser, Supplier, and Technical Representative</i>

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

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

5.8 Documentation control

All documentation control shall be done in accordance with the most recent ISO 9001 standard. The Eskom QM-58 manual shall be used as a minimum compliance standard should the supplier not have an ISO type or compliant system in place.

5.9 Health and safety risk management

The supplier is expected to comply with the following documents when working at/rendering a service to Eskom but not limited to the following:

- Eskom contractor Health and Safety requirements standards 32-136
- Occupational Health and Safety Act 85 of 1993 in its current state and any subsequent revision thereafter at all times.
- Compensation for Occupational Diseases and Illnesses Act 130 of 1993

5.10 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints stated in the following:

- National Environmental Management Act 107 of 1998 in its current state and any subsequent revision thereafter always.

5.11 Quality

As per tender documentation

5.12 Invoicing and payment

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

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

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

Local invoices (ZAR) has to be sent to fss@eskom.co.za and foreign invoices has to be sent to business forex coordinators.

5.13 Insurance provided by the *Purchaser*

As provided in the contract document

5.14 Contract change management

Any verbal communications must be confirmed with a written instruction.

5.15 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

Contract related documents shall be kept by both the purchaser and supplier and maintained on a regular basis.

6 List of drawings

A list of the drawings is attached as an annexure