

NEC3 Supply

Short Contract (SSC3)

A contract between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

and _____
(Reg No._)

for **Once-off Supply and Delivery of 10x Gasket Kit
DLFB 133 NC2-1 (Single Pole with Mechanical
Control Block – no resistor) for NTCSA Apollo
& CS Grid**

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Once-off Supply and Delivery of 10x Gasket Kit DLFB 133 NC2-1 (Single Pole with Mechanical Control Block – no resistor) for NTCSA Apollo & CS Grid

The tenderer, identified in the signature block below, 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	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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 _____

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Goods Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) **Dr Siyabulela Sishuba**

Capacity **Senior Manager – Apollo & CS Grid**

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

Name & signature of witness _____ Date _____

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. 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	N/A	N/A
2		

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 _____

Senior Manager – Apollo & CS Grid

On behalf of _____

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

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Purchaser*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name):	NTCSA SOC Limited (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
	Tel No.	011 800 8111
	Fax No.	N/A
	E-mail address	SethusZC@ntcsa.co.za
11.2(4)	The <i>delivery date</i> is	TBC
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	10x Gasket Kit DLFB 133 NC2-1 (Single Pole with Mechanical Control Block – no resistor)
12.2	The <i>law of the contract</i> is	The law of the Republic of South Africa
13.2	The <i>period for reply</i> is	2 weeks
15.1	The <i>premises</i> are	NTCSA – Apollo & CS Grid Apollo Converter Station Main Building, Plot 393 Witkoppies Farm, C/O Plain Road and 43rd Street, Olifantsfontein, 1665
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	Yes (Purchase Order number)
30.1	The <i>starting date</i> is.	TBC
41.1	The <i>defects date</i> is	the warranty period as per the Manufacturer's specifications after Delivery.
42.2	The period for the correction of Defects after Delivery is	N/A
50.1	The <i>assessment day</i> is the	N/A

50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	0.25% per order, if the <i>Supplier</i> is one week outside the agreed <i>delivery</i> timelines and a maximum of 8% in two weeks outside the <i>delivery</i> timelines. The <i>Purchaser</i> should be able to prove that everything administrable possible was done without success. Emails and letters will be used as source documents for communication.
51.2	The interest rate on late payment is	0%
86.1	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	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	None
93.1	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).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)^{1 2} and the following additional conditions. [Only enter details here if additional conditions are required, otherwise state 'none']	

¹ Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

² If the December 2009 edition is being used, replace April 2013 with December 2009

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 and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 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.
- Z2.4 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 the same as for Reason 3 identified in clause 90.3.

Z3 Waiver and estoppel: Add to clause 12.3:

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Z4 Provision of a Tax Invoice and interest. Add to clause 51

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, 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.
- Z4.3 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.

Z5 Purchaser's limitation of liability

Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

Z6 Termination: Add to clause 90.2 before (Reason 1)

Z6.1 or had a judicial management order granted against it.

Z7 Addition to clause 50.5

Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

Z8 Ethics

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

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

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

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

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

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

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

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

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

Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z8.2 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.

- Z8.3 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.
- Z8.4 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.

Z9 Insurance

Replace condition of contract 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 in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at contract date where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<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.

	<p><u>Other property</u></p> <p>The replacement cost</p> <p>Death of or bodily injury</p> <p>The amount required by the applicable law.</p>
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

84.2 The Purchaser provides the insurances in this Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit 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

Z10 Nuclear Liability

Z10.1 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.

Z10.2 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*.

Z10.3 Subject to clause Z10.4 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*.

Z10.4 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.

Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z11 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.

Z11.1 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.

Z11.2 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 Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z11.4 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.

Z11.5 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.

Z11.6 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.

Z11.7 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.

Data provided by the *Supplier* (the *Supplier's Offer*)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	0%

³ Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 086 539 1902.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

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

C2.2 Price Schedule

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

Item	Description	Quantity	Unit Price	Total Price
1	Supply and delivery of Gasket Kit DLFB 133 NC2-1 (Single Pole with Mechanical Control Block – no resistor)	10		
Total (excluding vat)				

Total of the Prices

C3: Scope of Work

C3.1 Goods Information

1. Description of the goods

A gasket kit is a packaged collection of gaskets and O-rings supplied together for use in assembling, repairing or overhauling the mechanical system, e.g. air blast circuit breaker. The gasket serves to fill microscopic gaps between the surfaces it is placed in between while the o-rings creates a seal by deforming on groove it is installed on. Both serve a sealing function in mechanical systems, and in this case, the BBC DLFB 133 NC2-1 air blast circuit breaker. They will be used during repairs and major overhaul.

2. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements – 240-106084675 Annexure C 3: OHS Tender Evaluation Template (Low Risk Work)	3	Yes
Environmental requirements		N/A
Quality requirements 240-12248652 List of Tender Returnables 240-68099512 Form A_Cat4_Rev 9 240-105658000 Supplier Quality Management 240-126469599 Method Statement Template		Yes
SD&L	1	Yes
<u>Technical specifications:</u>		
Gasket Kit Spectification		Yes

2.1 Technical Specification

Core components	O-ring Sliding seal Spring guide for pullrod drive Cotter pin Damping seal Gasket Gasket (Cu) Damping gasket Valve plug Spring tension pin Locking spring Damping disc
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	<p>St.st plug for DLF-interrupter drive Impact seal Vent. Piston Guide housing – cage Ventilating piston red</p>
Equipment to be used on	<p>BBC DLFB 133 NC2-1 air blast circuit breaker</p> <p>Lower section Control rod drive Control block damping Charging & retrofitting device (1) Columns for CBS Control valve Blast valve (1) Exhaust valves (2) Interrupting chamber drives (2) Interrupting chambers (2) Primary control valve (1) Pilot valves (2)</p>
Application	Pneumatic
Operating pressure	13 – 31 bars
Operating temperature	-50 – 75 deg celc

2.2 Technical Evaluation Criteria - Gasket Kit DLFB 133 NC2-1

The technical tenders received will be evaluated via a document evaluation (desktop assessment) process. The evaluation exercise is performed by the appointed Eskom technical team. This initial part of the evaluation starts when submissions are opened and assessed for the first time. The submitted documents will be evaluated against the evaluation criteria as stated in this document. The evaluations are done to establish whether all the key tender deliverables are met. A minimum total of **80%** is required to pass the technical requirements for the technical evaluation criteria for Gasket Kit DLFB 133 NC2-1.

	Criteria	Scoring weight		Score
1	Tenderer to confirm that they have a track record of at least one supply of the ABB DLFB Air Blast Circuit Breaker (HVDC) seal kit to other technical companies, locally and/or internationally.	Contracts or orders previously done – none	0	
		Contracts or orders previously done – one or more	20	
2	Tenderer to provide all relevant authorization documents to supply the ABB DLFB Air Blast Circuit Breaker (HVDC) seal kits in South Africa.	Company submitted accreditation Certificates - none	0	
		Company submitted accreditation Certificates – one or more	20	
3	A write-up of the ABB DLFB Air Blast Circuit Breaker (HVDC) seal kit to be provided, with technical specifications.	Company submitted a write-up of the technical specification of the seal kit detailing contents and material - none.	0	
		Company submitted a write-up of the technical specification of the seal kit detailing contents and material - compliant	10	
4	Specification matching the Eskom specification Provided below. KIT: GASKET SEAL DC AIR BLAST	Specification of the item matching the Eskom provided specification – not compliant.	0	
		Specification of the item matching the Eskom provided specification – compliant.	50	
Total score				

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

3.1 Subcontracting

Not applicable

3.2 Use of standard forms

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per National Transmission Company of South Africa Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent *Supplier* meetings can be in the form of MS Teams. The use of SMS's, emails does not override the use of applicable and relevant NEC3 standard templates, forms, and National Transmission company of South Africa procedures.

3.3 Invoicing and payment

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

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

- Name and address of the *Supplier*
- The contract number and title.
- *Supplier's* VAT registration number.
- The *Purchaser's* Company Name: **National Transmission Company South Africa SOC Ltd**
- The *Purchaser's* VAT registration number which is 4710303126.
- The total of a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*.
- Less amounts to be paid by or retained from the *Supplier*.
- The invoiced amount - excluding VAT, the VAT and the invoiced amount including VAT.
- Goods Receipt Number (GRN)
- Email address for invoice submission: Invoicesntcsalocal@ntcsa.co.za

The *Supplier* is required to submit a correct soft copy of their invoice plus the backup delivery notes to invoicesntcsalocal@ntcsa.co.za and it will be processed and paid

3.4 Records of Defined Cost

All records must be recorded on a file by the *Supplier* and access granted to the *Supply Manager* at any given time upon request

3.5 SDL&I Requirements

Section 1

1.1 Mandatory Requirements

- Valid B-BBEE certificate or valid sworn affidavit

1.2 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Steel	Spring tension pin, Cotter pin	100%
Valve	Valve	70%

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** on contract award

1.3 CIBD Skills Development

Continuation of Mandatory Requirements

a) Is there CIBD compulsory training?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, what is the% of the Construction Skills Development Goal % (CSDG)

If the answer above is Yes, it will then be mandatory for contract award

1.4 National Industrial Participation Programme

N/A

1.5 Mandatory Subcontracting as condition of award

N/A

Section 2: Objective criteria

The inclusion of objective criteria is mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

b) Is this Commodity or part of it a Designated Sector?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Steel	Spring tension pin, Cotter pin	100%
Valve	Valve	70%

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** on contract award

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

b) Is there CIDB compulsory training?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, what is the% of the Construction Skills Development Goal % (CSDG)

If the answer above is Yes, it will then be mandatory for contract award

2.3 National Industrial Participation Programme

N/A

2.4 Mandatory Subcontracting as condition of award

N/A

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet NTCSA's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBEE Improvement or Retention Plan

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of

B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderers are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro-Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	NTCSA target	Tenderer Proposal
	100%	

3. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

4. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Category	Supplier ‘s proposal
University or University of Technology Bursary	

For every R2.5 million Invoiced the contracted supplier shall offer a University of technology or University bursary valued at R 40 000.00.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

Section 4: SDL&I Retention and Performance Security

NTCSA will apply a retention of 2.5% of the invoice amount for failure to meet SDL&I obligations.

NTCSA will apply retention of 2.5% of the monthly invoice value for failure to meet SDL&I obligations.

For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- NTCSA receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by NTCSA that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 6: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

<p><u>Current Suppliers Providing the Services</u></p> <ul style="list-style-type: none"> • Eskom vendor database 	<p><u>Potential Suppliers:</u></p> <ul style="list-style-type: none"> • CSD Suppliers
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Section 7: General Information on Validity of Sworn Affidavits

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

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

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or

management account. (Mark the applicable option).

- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

BBBEE Requirements

Supplier must at a minimum maintain their B-BBEE status throughout the contract period.

3.6 Cataloguing requirements by the *Supplier*

Not applicable

4. Requirements for the programme

As per clause 32.1 and as agreed between the *Supply Manager* and the *Supplier*.

4.1 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements to this Goods Information.

- The *Supplier* complies with the SHE specification for the NTCSA Central Grid.
- The *Supplier* implements a Safety Management Plan (SMP) that complies with the Health and Safety specifications and further uses the OHS Act as a guideline, subject to the *Supply Manager's* acceptance.

The *Supplier* as an Employer in his own right has duty of care and obligation to ensure that he provides a safe working environment in line to his employees.

4.2 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints Annexure.

- General:
 - The *Supplier* complies with the SHE Specification for NTCSA Central Grid.
 - In case of uncertainty or discrepancies between various standards and specifications, the *Supplier* shall consult with the *Supply Manager* for clarity.

The *Supplier* shall control his activities and processes in accordance with National Transmission Company South Africa Environmental Policies, TST41-120 Rev2 and National Transmission Company South Africa SHE Requirements 32-726 The EMP will provide the Aspects and Impacts that will require management and must be followed strictly. The *Supplier* shall prepare a separate mitigation plan for all environmental concerns raised through the EMP and in any other relevant forum.

4.3 Quality

The *Supplier* shall comply with the Quality criteria and constraints stated in the *Employer's* specification QM58, ISO 9001 and Goods Information.

- The *Supplier* complies with the *Employer's* specification QM58.
- The *Supplier's* Quality Management System conforms to International Standard ISO 9001.
- The *Supplier* submits his Quality Management System documents to the *Supply Manager* for acceptance as part of the programme to include details of the:
 - Quality Plan for the *Works*;
 - Quality policy;
 - Index of procedures to be used;
 - Document register; and,
 - Schedule of internal and external audits for the *Works*.
- The *Supplier* submits in detail his proposed test and inspection plan to the *Supervisor* for acceptance before manufacturing and installation start. The *Supplier's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.
- Tolerances are covered in the specifications.
- The *Supplier* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The *Supply Manager* indicates those documents to be submitted for information, review or acceptance and the *Supplier* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Supply Manager* responding to documents submitted by the *Supplier* for review or acceptance within the period for reply (except were stated otherwise) prior to such documents being used by the *Supplier*.
- The Quality Plan means the *Supplier's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the *Works* meet the standards stated in the Works Information. It includes a description of the *Supplier's* test and inspection activities, and check/test sheets. The *Employer's* specification QM58 contains the minimum requirements for the Quality Plan.

5. Services and other things provided by the *Purchaser*

Item	Date by which it will be provided
Not applicable	

6. Supply requirements

The Supply Requirements for this contract are as follows:

<p>1. The requirements for the supply are</p>	<p>The <i>Supplier</i> shall notify the <i>Supply Manager</i> when the <i>Goods</i> are ready to be delivered at the <i>Purchaser's</i> premises before delivery.</p>	
<p>2. The requirements for transport are</p>	<p>The <i>Supplier</i> is responsible for delivery of the <i>Goods</i> to the <i>Purchaser's</i> premises.</p> <p><i>Supplier</i> to ensure that they bring their own offloading facilities, e.g. forklift or vehicle mounted crane for offloading the <i>Goods</i>.</p>	
<p>3. The delivery place is</p>	<p>The goods should be delivered to the following address.</p> <p>NTCSA – Apollo & CS Grid Apollo Converter Station Main Building, Plot 393 Witkoppies Farm, C/O Plain Road and 43rd Street, Olifantsfontein, 1665 Contact Person: Mbiko Sibiya – 084 355 8696</p> <p>Delivery times are: Monday – Friday: 09:00am to 16:00pm Last Friday of the month: 09:00am to 12:00pm</p>	
<p>4. Actions of the Parties during supply</p>	<p>Action</p>	<p>Party which does it</p>
	<p>Giving notice of the readiness of the goods to the <i>Supply Manager</i> before delivery</p>	<p><i>Supplier</i></p>
	<p>Giving notice of Delivery</p>	<p><i>Supplier</i></p>
	<p>Checking packing and marking before dispatch</p>	<p><i>Supplier</i></p>
	<p>Arrange access to delivery place</p>	<p><i>Supply Manager</i></p>
	<p>Loading the <i>goods</i></p>	<p><i>Supplier</i></p>
	<p>Unloading the <i>goods</i></p>	<p><i>Supplier</i></p>
<p>5. Information to be provided by the <i>Supplier</i></p>	<p>Title of document</p>	
	<p>Packing lists for cases and their contents</p>	
	<p>Copy of invoice for the <i>goods</i></p>	
	<p>Delivery Note</p>	