



NEC3 Supply Contract (SC3)

ADDENDUM 2

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

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

for **Supply and Delivery of Bottled Drinking Water for
Central Grid Lines & Servitudes for a period of 36
months on an "As and When required" basis**

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

CONTRACT No. [Insert at award stage]

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 Bottled Drinking Water for Central Grid Lines & Servitudes for a period of 36 months on an "As and When required" basis

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.
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By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

This Offer may be accepted by the *Purchaser* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Senior Manager – Central Grid

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Purchaser* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Senior Manager – Central Grid**NTCSA SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg,
2199**

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
10.1	The Supply Manager is (name):	Mbali Nyalunga
	Address	Eskom Simmerpan Complex, Corners Power & Lake Streets, Germiston, 1400
	Tel	TBC
	e-mail	TBC
11.2(13)	The <i>goods</i> are	Bottled Water
		500ml Still bottled drinking water 1,5l Still bottled drinking water 5l Still bottled drinking water

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

11.2(13)	The <i>services</i> are	Supply and Delivery of Bottled Water	
11.2(14)	The following matters will be included in the Risk Register	• Poor quality drinking bottle material • Competency and certification validity of the Supplier • Failure of correct labels during manufacturing & bottling process	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 Bottled drinking water (still)	As and when required
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.	As per agreement with the Supplier	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	4 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	1 week after Delivery.	
43.2	The <i>defect correction period</i> is	1 week	
	except that the <i>defect correction period</i> for	Major defects are 1 week	
	and the <i>defect correction period</i> for	Minor defects are 3 days	

42.2	The <i>defects access period</i> is	5 days
	except that the <i>defect access period</i> for	Major defects are 5 days
	and the <i>defect access period</i> for	Minor defects are 3 days
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
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. None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last	R0

defects date is limited to:

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	Total of Contract Price
88.5	The <i>end of liability date</i> is	1 year after Delivery of the whole of the <i>goods</i> and <i>services</i>.

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).
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
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	Gauteng, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	A month before the tender closing date. CPA will be applicable to the agreement within a period of sixteen (16) months from the base date.
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	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	South Africa 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	
		Batch order	1% of delivered items and threshold value set at R5000.	
X17	Low performance damages	Included in the Service Level Table in Annexure B		
X17.1	The amounts for low performance damages are:			
Z	The additional conditions of contract are			
	Z1 to Z15 always apply for NTCSA			

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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 sub *Suppliers* 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 Sub *Suppliers*, 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 Sub *Suppliers*, 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 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Sub *Suppliers* or Sub *Supplier'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 Sub *Suppliers* or the Sub *Supplier's* employees,

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

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

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

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate

action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

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

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 *Supplier*, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Supply and Delivery of Bottled Drinking Water 500ml Still bottled drinking water 1,5l Still bottled drinking water 5l Still bottled drinking water	
2. The requirements for transport are	Goods should be transported in a suitable truck with offloading facilities (on-site)	
3. The delivery place is	NTCSA Simmerpan Corner Power & Lake Streets Germiston 2094 GPS Co-ordinates: -26.225225634604836, 28.1605557115606	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Supplier</i>
	Arrange access to delivery place	<i>Purchaser</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier</i>
For international procurement	Undertake export requirements	<i>Supplier</i>
	Undertake import requirements	<i>Supplier</i>
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	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering *Supplier*:

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

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the Supply Manager and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><thead><tr><th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td>[•]</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td><td>[•]</td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

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

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

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

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

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering *Supplier* has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

ITEM NO.	DISCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Supply and Delivery of Bottled Water - Still				
1.1.1	1.5l Bottled Drinking Water (Still)	Each	50 000.00		
1.1.2	5l Bottled Drinking Water (Still)	Each	10 000.00		
1.1.3	500ml Bottled Drinking Water (Still)	Each	20 000.00		
1.1.4	Delivery	Km	15 000.00		
TOTAL AMOUNT					

Delivery address:

Eskom Simmerpan Complex

Transport Building

Corner of Power & Lake Streets

Germiston

1400

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S GOODS INFORMATION*

Contents

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Overview and purpose of the *goods and services*

The scope of work will cover the requirements for the supply and delivery of bottled drinking water for Lines & Servitudes Central Grid for a period of 3 years.

Specification and description of the *goods*

As per full technical specification given on Goods Information / Price schedule Specifications (include Environmental specification) and drawing Numbers (where applicable). The *Supplier* implements should implement a Quality system and maintain the quality system until the delivery of all consumables. The system will be to the *Purchaser's* satisfaction and will be accepted prior to the signing of the *contract*. The *Supplier* will be subject to periodic audits by the *Purchaser* to ensure compliance with the system. Any deviations will be corrected to the *Purchaser's* satisfaction.

Specification number	Revision	Title
OHSACT 85 of 1993		Occupational Health and Safety Act of South Africa
ISO 9001		Quality Management System
ISO 14001		Environmental management systems
ISO 45001		Occupational Health & Safety Management System

Artwork and Packaging

- Supplier's deigned label to be pasted on the bottles
- Typical mineral composition to be printed on the label
- The name of the product shall appear on the label "**prepared water**"
- The disinfection or treatment method used must be specified
- The phrase "**from a public or private distribution system**" if the prepared water was supplied by a public or private tap-water distribution system
- SANBWA Logo must be visible on the label
- Visible expiry date to be stamped on the bottle/label
- "**Not for re-sale**" to be printed on the label.

Delivery to Site

- The *Supplier* shall be responsible for the transportation of all items delivered to nominated NTCSA sites.
- Ownership will only be transferred to the *Purchaser* upon payment

Supply before award of contract

- The *Supplier* will provide the following before the contract is awarded:
SANS & ISO Test Certificates to be provided by the *Supplier* upon delivery

Purchaser's design

Not Applicable

Procedure for submission and acceptance of Supplier's design

Not Applicable

Other requirements of the Supplier's design

Not Applicable

Use of Supplier's design

As per OEM and *Purchaser's* specifications

Manufacture & fabrication

The *Supplier* will be required to provide data sheets for all bottled drinking water and all the necessary test certificates conducted during the bottling process.

Factory acceptance testing (FAT)

Not Applicable

Other tests and inspections and commissioning in place of use

Not Applicable

Operating manuals and maintenance schedules

Not Applicable

Supply Requirements

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

Specification of the services to be provided

- Access to site to be arranged before delivery date
- No Delivery will be accepted without an official contract release order
- *Supplier* delivery note must indicate partial delivery if partial delivery is made
- The stock number, quantity and material short description must be stated on the delivery note
- Each delivery to be recorded on receiving register and each delivery note must have unique number
- Spares must be well packaged and safely transported

Constraints on how the *Supplier* Provides the Goods

Programming constraints

- All deliveries must be on time of required order date
- End users be informed when delivery will be done at least 2 days after the Purchase Order release and send to the *Supplier*.
- Lead time should be included when responding to the Task Order and when batch order is placed.

Work to be done by the Delivery Date

- All deliveries must be on time of required order date
- All material to be transported by road on the *Suppliers* costs and transport
- The *Purchaser* to acknowledge receipt of goods by stamping and signing the delivery note of the *Supplier* upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end user. Spares rejected must be collected and the correct items supplied within 7 days

Marking the goods

Batches to be clearly marked and packed according to the required specifications as follows:

- Name of *Supplier*
- Purchase order number
- Quantity delivered

Constraints at the delivery place and place of use

- *Supplier* to have the correct access to site approved
- End user will determine the offloading point at time
- Forklift with driver will be supplied for offloading
- Pallets to convey the batch must be strong enough to carry and transport load at anytime

Delivery site is an Eskom NTCSA Substation, Depot or office and proper arrangement needs to be made with the *Supplier Manager* to ensure that *Supplier* will have access to site.

Cooperating with Others

Not Applicable

Services & other things to be provided by the Supplier

The *Supplier* is to provide the following items to facilitate the Supply Manager's project administration within one week of contract award:

Material for the proposed projects supplied by the *Supplier* shall be in accordance with the latest revision of Eskom NTCSA Standards and specified Bill of Materials.

- The onus is on the *Supplier* to obtain the latest revision of standards and procedures applicable
- Damage caused to NTCSA or public property as a result of negligence and/or non-compliance by the *Supplier* will be for the *Supplier's* own account
- Each task shall be always performed in a safe manner for the wellbeing of the *Supplier's* staff and the Employer's staff.
- All personal protective clothing and equipment to safely perform all of the Works shall always be available on the Site. The Principal *Supplier* is responsible to make all personal protective clothing and equipment available to all his/her staff.
- No waste or redundant material/spares shall be dumped in the *Employer's waste* bins at the loading bay area or placed in the surrounding area at the waste bins. All waste and redundant material/spares shall be removed from the Site weekly by the *Supplier* only to be disposed of at a registered dump site. A Certificate of the safe disposal shall be obtained from the registered dump site by the *Supplier* and placed on record in his/her Health and Safety File. The Site shall be neat and clean at the end of the day. On completion of each task the same shall apply.
- On completion of this contract the *Supplier* shall hand over to the Employer's Representative his/her Health and Safety File. No final payment will be authorized until the *Employer's Representative* is in receipt of the *Supplier's* Health and Safety File.

REQUIREMENTS FOR VEHICLES

1. The appointed *Supplier* must have a system/ process to manage vehicle access to site.
2. The appointed *Supplier* must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. *Supplier* vehicles can be subject to inspections by the contract/Supply Manager
4. Vehicles which are not roadworthy will not be permitted entry to NTCSA site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher, first aid kit and warning triangle

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

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:
Kick-off meeting	To be advised	To be advised	<i>Purchaser, Supplier, and other Project Stakeholders (Quantity Surveyor, Supply Manager)</i>
Risk registers and compensation events	To be advised	To be advised	<i>Purchaser, Supplier, and other Project Stakeholders (Quantity Surveyor, Supply Manager)</i>
Overall contract progress and feedback	To be advised	To be advised	<i>Purchaser, Supplier, and other Project Stakeholders (SHEQ & Contract Management)</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.

Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per National Transmission Company South Africa (NTCSA) 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 NTCSA procedures.

Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in 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 *Project 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.

The *Supplier* shall control his activities and processes in accordance with the Occupational Health & Safety Act No. 85 of 1993, and Eskom's Safety Standard TST41-61: Occupational Health and Safety Requirements to be met by National Transmission Company South Africa Employees, *Suppliers* and Sub-Suppliers during maintenance and construction work. Safety meetings are to be held regularly, and copies of the minutes

must be maintained and submitted to National Transmission Company South Africa at the monthly progress meetings when requested.

1. Life Saving Rules

The *Supplier* shall ensure adherence to Eskom Life Saving Rules at all times.

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

- He/ she is trained and authorised as competent for the task to be done.
- A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.
- An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.
- All conducting material is connected, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

- *Supplier* to take precautionary measures when working in close proximity to other power lines.
- Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

RULE 2: HOOK UP AT HEIGHTS

Working at heights is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

- No person may work at height where there is a risk of falling unless:
- You are appropriately trained.
- You are appropriately secured during ascending and descending.
- You are using an approved fall arrest system where applicable
- The Supplier must be aware of the operating heights when working under HV lines.

RULE 3: BUCKLE UP

No person may drive any vehicle on Eskom business: Unless the driver and all passengers are wearing seat belt

RULE 4: BE SOBER

- No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:
- The individuals' faculties are in any way impaired by the consumption or use of the substances or.
- The individual is unable to perform in a safe, productive manner or.
- The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or.
- The individual has a level of alcohol in his body that is greater than 0,02% blood alcohol concentration.
- Any level of an illegal substance in the body' irrespective of when the substance was used

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

- Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)
- Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.
- A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.
- The PTW must be issued by an AP, in accordance with the PSR.
- The PTW must be accepted in writing by an authorised RP.
- The PTW shall be shown to everyone working on the job and the risks explained.

Environmental constraints and management

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.

The *Supplier* shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom's Environmental Policies and the Local Authority. All Hazardous waste to be stored separately and all waste must be disposed of at registered waste sites and certificates confirming type and amount to be submitted to National Transmission Company South Africa Separate bins must be provided on site for general and hazardous waste and must be clearly marked.

Quality

The *Supplier* shall comply with the Quality criteria and constraints stated in the *Employer's* specification QM58, ISO 9001 and Works 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 *Project 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 *Project 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 *Project Manager* responding to documents submitted by the *Supplier* for review or acceptance within the period for reply (except where 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.

Supplier to provide Contract Quality Plan and all Test results stipulated in the Specifications document.

All devices shall carry a batch number and date. Eskom NTCSA must be able to determine the materials used for the manufacture of the batch. With every batch delivered the manufacturer shall supply a certificate of compliance with material quality and mechanical properties.

The outcomes of such monitoring will enable Eskom to take any appropriate actions pertaining to the *Supplier*.

The monitoring shall be carried out periodically by Eskom or at predetermined intervals during the execution of a contract using agreed key performance indicators. The monitored key performance areas include the following:

- CQP and QCP /ITP
- Delivery
- Design
- Cost
- Management system

Subsequent key performance indicators associated with these areas will include the following:

- Nonconformity monitoring
- Audit and assessment evaluation scoring
- Management system compliance and accreditation
- Achievement of delivery targets as per contractual agreements
- Process improvements
- Correction and corrective action response and closure

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: **4710303126**
- 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;
- Goods Received Number (GRN)
- Email: invoicesntcsalocal@ntcsa.co.za

Invoices and Additional Information:

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.

- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The *Supplier* can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The *Supplier* is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted Invoicesntcsalocal@ntcsa.co.za

Insurance provided by the *Purchaser*

Refer to Clause Z13

Contract change management

All goods shall be supplied in accordance with National Transmission Company South Africa's policies, standards and design or drawings provided. No deviation from any design or drawing will be accepted, unless requested through the *Supply Manager* and approved in writing by the responsible National Transmission Company South Africa's designer.

Provision of bonds and guarantees

Not Applicable

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

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

Procurement

Subcontracting

Preferred subSuppliers

Not Applicable

Limitations on subcontracting

Not Applicable

Spares and consumables

Not Applicable

Other requirements related to procurement**Supplier Development Localisation & Industrialisation (SDL&I)**

Supplier Development Localization and Industrialisation (SDL&I) as a poverty alleviation and job creation initiative has identified spending on infrastructure such as power stations construction as a key area for intervention and *Employer* is accordingly required to set local content, black economic empowerment (LBS, BWO, BYO and BPLwD) skills development targets. *Employer* prefers to do business with companies that are more than 50% Black Owned and have achieved Level 1- 3; this includes Black Woman Owned (BWO), Black Youth Owned (BYO), and Black People Living with Disability (BPLwD).

Employer has long had a policy in place regarding procurement from black individuals and companies owned and managed by black individuals. In accordance with the publication of The Codes of Good Practice on Black Economic Empowerment issued under Section 9(1) of the Broad Based Black Economic Empowerment Act, 53 of 2003 (the "Codes").

1. Transformation – BBBEE 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.

Tenderer/s 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. 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

3.Skills development

Criteria	Eskom Target	Tenderer Commitment
Bursary for university or University of technology students.		

*****For every 1 million invoiced the contracted supplier shall offer an Engineering bursary valued at R10 000.00**

SDL&I Penalty and Performance Security

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

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Supplier* upon:

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

Reporting and Monitoring

- The *Suppliers* shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the *Suppliers* within 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 Eskom that the *Suppliers* have not met their SDL&I obligations, the *Suppliers* shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the *Suppliers* and returned to SDL&I representative for acceptance 28 days after contract award. 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

Cataloguing requirements by the *Supplier*

Not Applicable

ANNEXURE A: DOCUMENTS ISSUED BY THE PURCHASER

This is the list of documents issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Supply And Delivery of Signage and Labels in Central Grid		✓
Technical Evaluation Criteria for Equipment Labels and Safety Signs		✓
Health and Safety requirements		
NTCSA Annexure C 3 – OHS Tender Evaluation Template (Low Risk Work)	3	✓
Quality requirements - Exempt		
Environmental requirements		

ANNEXURE B: X17 – SERVICE LEVEL TABLE

X17.1 SERVICE LEVEL TABLE			
No	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
1	On time delivery	All deliveries to be delivered as per agreed lead time stated on order number	2% of order value for one day late and 5% for more than one day up to a maximum of 5 days.
2	Packing and preliminary marking of goods before delivery	All items must be wrapped with clear, plastic, bubble wrap that is clear or be placed inside cardboard for preservation purposes. The marking should be as follows Name of <i>Supplier</i> , Purchase order number and delivery date	3% of order value
3	Incorrect spelling, colour, font or graphics on the label	All items must have the correct Artwork (label, name of product, treatment method used, SANBWA logo and expiry date) printed on the label	3% of order value
4	Incorrect specification on the label	All items must have be labelled according to the specification given to the <i>Supplier</i> on the Scope of Works/Goods Information	2% of order value

ANNEXURE C: TECHNICAL EVALUATION CRITERIA

The weight for the technical evaluation will be 100% with a minimum threshold of 60% and will be based on the following:

Mandatory Requirement:

Technical Evaluation Criteria	Scores
• Proof of ownership of all Suppliers Fleet which will be utilized for the contract in the form of certified copies of Registration documents (20 points) • Certified copies must be provided of valid driver's licenses for all drivers which will be utilized for transporting the goods (20 points)	40
• Provide proof of your signed company Organogram including who will be responsible to provide the various services (I.e., Finance, contract manager, drivers etc.) (20 points) • Provide Past Performance, reference letters relating to consumables at least minimum of three references with valid contact details. (15 points) • Provide a list of other clients for the same service with valid contact details. (5 points)	40
Suppliers Offices should be based in regions where the water is required. Proof of address is required. As and when the contract is awarded the supplier need to provide proof of address within a month (20 points)	20
Total	100%
Minimum Threshold	60

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering *Supplier* will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

T2.2b – Tender Schedules for SC3

Tender schedules specific to this tender

(Only use Schedules necessary for the applicable conditions of contract and contract specific circumstances.)

Schedules relevant to the Core Clauses.

SC3-1 Schedule of proposed Sub *Suppliers*
SC3-2 First clause 31.2 programme

Schedules relevant to the Option clauses (only use Schedules for the Options chosen)

SC3-X1 CPA requirements for Option X1

Note to document compilers:

Add other Tender Schedules as may be required (for example)

- *Supplier's* Goods Information for his design

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

	Name and address of proposed Sub Supplier	Nature and extent of work	Previous experience with Sub Supplier.
1.			
2.			
3.			
4.			

Signed

Date

Name

Position

Tenderer

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

This programme should show:

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

Tenderer to provide comment here if necessary.

Signed

Date

Name

Position

Tenderer

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

Complete the data in the right-hand column

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	A month before the tender closing date. CPA will be applicable to the agreement within a period of sixteen (16) months from the base date.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
		0.		
		0.15	non-adjustable	
	Total	1.00		

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

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

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

Signed

Date

Name

Position

Tenderer