



NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

and **The Tenderer**

for **The Manufacture, Test and Supply of various Medium and Low Voltage Cable Accessories on an “as and when” required basis for various Regional Distribution Centres located in the Central East Cluster (KwaZulu Natal and Free State Operating Units) over a period of 36 months.**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

TENDER No.: KZN113

CLOSING DATE: 15 MARCH 2024

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Purchaser*

C1.2b Contract Data provided by the *Supplier*.

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:

The Manufacture, Test and Supply of various Medium and Low Voltage Cable Accessories on an “as and when” required basis for various Regional Distribution Centres located in the Central East Cluster (KwaZulu Natal and Free State Operating Units) over a period of 36 months.

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

for the
Purchaser

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

Name &
signature of
witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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
		X13: Performance Bond
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (December 2009) ²	
10.1	The <i>Purchaser</i> is	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Kerusha Chetty Marilyn Stanley
	Tel	+27 51 404 5326 +27 31 710 5329
	e-mail	Kerusha Chetty - ChettyKe@eskom.co.za Marilyn Stanley - StanleME@eskom.co.za
11.2(13)	The <i>goods</i> are	
11.2(14)	The following matters will be included in the Risk Register	1. Late deliveries 2. Non-conformance to specification
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents to which it makes reference.
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	One week
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009, www.ecs.co.za.

italics used in this section are identified elsewhere in this Contract Data.

3	Time	
30.1	The <i>starting date</i> is	TBA
30.1	The delivery date of the goods:	Will be stated on the purchase order
4	Testing and defects	
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Monthly
51.4	The <i>interest rate</i> is	<p>(the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
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	<ol style="list-style-type: none"> 1. Late deliveries 2. Non-conformance to specification
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	<p>(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 described in the "Format A" insurance policy available from Eskom Group Insurance</p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property, the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R2 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<p>The greater of the total of the Prices And where a claim is made against the <i>Purchaser's</i> insurance the amounts excluded and unrecoverable from the <i>Purchaser's</i> insurance</p>
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	<p>The total of the Prices other than for the additional excluded matters. The <i>Supplier's</i> total liability for the additional excluded matters is not limited. The additional excluded matters the <i>Supplier</i> is liable under this contract for:</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the <i>goods</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).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- 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 The proportions used to calculate the Price Adjustment Factor are:	[•].															
		<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>non-adjustable</td> <td></td> </tr> <tr> <td>1.00</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by								non-adjustable		1.00		
proportion	linked to index for	Index prepared by															
	non-adjustable																
1.00																	

X2 Changes in the law

X2.1	A change in the law	is a compensation event if it occurs after the Contract Date
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X7 Delay damages

X7.1	Delay damages for Delivery are	0.25% per day up to a maximum of 15% per batch order.
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X13 Performance bond

X13.1	The amount of the performance bond is	R [•]
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Z The additional conditions of contract are

Z1 to Z12 always apply for Eskom

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person

without the written consent of the *Purchaser*.

- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is

required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the

Supply Manager giving an instruction, changing an earlier decision or correcting an assumption”.

Z9 Purchaser’s limitation of liability

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

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

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

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

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

Z12 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party’s employees, agents, or Subcontractors or Subcontractor’s employees, or any one or more of all of these parties’ relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

- | | | |
|------------------------|-------------|---|
| Insurance cover | 84 | |
| | 84.1 | When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force. |
| | 84.2 | The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued. |

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <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. <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 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

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 44 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 44 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** means measurements performed in parallel, yet separately, to existing

Measurements	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 affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.
-

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	The Manufacture, Test and Supply of various Medium and Low Voltage Cable Accessories on an “as and when” required basis for various Regional Distribution Centres located in the Central East Cluster (KwaZulu Natal and Free State Operating Units) over a period of 36 months.	
2. The requirements for transport are	Rotek to deliver	
3. The delivery place is	Various Regional Centres in Distribution, Central East Cluster (FSOU & KZNOU).	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Eskom
	Pay costs of transport	Eskom
	Arrange access to delivery place	Eskom
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Rotek
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

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(11)	The tendered total of the Prices is	
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late deliveries 2. Non-conformance to specification
30.1	The <i>delivery date</i> of the goods is:	<i>will be stated on the release purchase order once contract is in place</i>

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	<p>(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.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, • plus other amounts to be paid to the <i>Supplier</i>, • less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

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 because of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

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

The unit of measure for items on tender is stated in the table below and the cable accessory offered shall contain the components as further provided in the relevant Eskom DDT buyers guide document.

ESKOM SAP NO	DDT	Rev	DESCRIPTION	UOM	QTY	Unit Price	Total Price
674801	8031	0	KIT CABLE JOINT:2C;1000 V;50-150 MM2	EA	10		
675509	8031	0	KIT CABLE JOINT:4C;1000 V;50-150 MM2	EA	2533		
674817	8031	0	KIT CABLE JOINT:1C;1000 V;500 MM2; PVC	EA	5		
674860	8031	0	KIT CABLE JOINT:1C;1000 V;120-240 MM2	EA	10		
674861	8031	0	KIT CABLE JOINT:2C;1000 V;4-35 MM2; PVC	EA	860		
675510	8031	0	KIT CABLE JOINT:4C;1000 V;4-35 MM2; PVC	EA	1440		
674862	8031	0	KIT CABLE JOINT:2C;1000 V;25-70 MM2; PVC	EA	120		
675513	8031	0	KIT CABLE JOINT:4C;1000 V;25-70 MM2; PVC	EA	2000		
675514	8031	0	KIT CABLE JOINT:3C;1000 V;4-35 MM2; PVC	EA	10		
675515	8031	0	KIT CABLE JOINT:3C;1000 V;25-70 MM2; PVC	EA	10		
694468	8031	ROA	KIT CABLE JOINT:4C;1000 V;180-240 MM2	EA	500		
168325	3147	7	TERM KIT 4C 1kv 70-95 SQ OD HSH D3147	EA	1531		
168481	3147	7	TERM KIT 4C 1kv 120-150 SQ OD HSH D3147	EA	418		
168870	3147	7	TERM KIT 4C 1kv 185-240 SQ OD HSH D3147	EA	22		
168958	3148	5	CABLE END 4-25mm SQ D3148	EA	1021		
168956	3148	5	CABLE END 35-70mm SQ D3148	EA	622		
249440	3138	4	TUBING SET 4-10 SQ 2C LV CABLE D3138	EA	10		
186788	3138	4	TUBING SET 16-25 SQ 2C LV CABLE D3138	EA	321		
186789	3138	4	TUBING SET 16-25 SQ 3C LV CABLE D3138	EA	56		
186790	3138	4	TUBING SET 16-25 SQ 4C LV CABLE D3138	EA	406		
186791	3138	4	TUBING SET 35-50 SQ 2C LV CABLE D3138	EA	6		
186792	3138	4	TUBING SET 35-50 SQ 3C LV CABLE D3138	EA	20		
186793	3138	4	TUBING SET 35-50 SQ 4C LV CABLE D3138	EA	20		
186794	3138	4	TUBING SET 70-95 SQ 3C LV CABLE D3138	EA	25		
251724	8004	2	TRIFUR KIT, SCR MV 2.5m XLPE 95-300 D8004	EA	236		
527743	2805	0	KIT, TERM:ID 3C 16-35MM2 PILC ES;11 KV	EA	11		
168957	2805	0	TERM KIT 3C 11kv 16-35SQ ID PILC D2805	EA	459		
175652	2805	0	TERM KIT 3C 11kv 16-35SQ OD PILC D2805	EA	211		
168567	2806	1	TERM KIT 3C 11kv 16-35SQ ID XLPE D2806	EA	170		
169133	2806	1	TERM KIT 3C 11kv 16-35SQ OD XLPE D2806	EA	297		
555265	2806	1	KIT, TERM: OD 3C 50-95MM2 XLPE;33 KV	EA	5		
169105	2808	1	JOINT KIT 3C 11kv 16-35SQ XLPE D2808	EA	171		
182555	2808	1	JOINT KIT 3C 22kv 25SQ XLPE D2808	EA	34		
175772	2816	1	CONNECTOR KIT, SEP UNSCR 11kv 16-35 D2816	EA	716		
168796	8005	12	TERM KIT 1C 11kv 500-800SQ ID PILC D8005	EA	11		
168793	8005	12	TERM KIT 1C 11kv 500-800SQ OD PILC D8005	EA	7		
168797	8005	12	TERM KIT 1C 22kv 400-630SQ ID PILC D8005	EA	10		
168794	8005	12	TERM KIT 1C 22kv 400-630SQ OD PILC D8005	EA	5		
169005	8005	12	TERM KIT 3C 11kv 50-95SQ ID PILC D8005	EA	310		
168789	8005	12	TERM KIT 3C 11kv 50-95SQ OD PILC D8005	EA	304		
168801	8005	12	TERM KIT 3C 22kv 70-185SQ ID PILC D8005	EA	31		
168802	8005	12	TERM KIT 3C 11kv 120-185SQ ID PILC D8005	EA	74		

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168791	8005	12	TERM KIT 3C 11kV 120-185SQ OD PILC D8005	EA	51		
215113	8005	12	TERM KIT 3C11kV120-185SQ ID ES PILCD8005	EA	10		
168803	8005	12	TERM KIT 3C 22kV 240-300SQ ID PILC D8005	EA	10		
168792	8005	12	TERM KIT 3C 11kV 240-400SQ OD PILC D8005	EA	10		
168798	8005	12	TERM KIT 3C 22kV 25-50SQ ID PILC D8005	EA	2		
168804	8005	12	TERM KIT 3C 22kV 25-50SQ OD PILC D8005	EA	59		
169128	8005	12	TERM KIT 3C 11kV 240-400SQ ID PILC D8005	EA	19		
168806	8005	12	TERM KIT 3C 22kV 70-185SQ OD PILC D8005	EA	54		
175653	8005	12	TERM KIT 3C 11kV 50-95SQ ID ES PILCD8005	EA	115		
168795	8005	12	TERM KIT 3C 22kV 240-300SQ OD PILC D8005	EA	10		
635322	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;11 KV	EA	300		
644723	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;11 KV	EA	100		
635349	8006	15	KIT, TERM: XLPE; 1C; LCC; ID ;95-185MM2;11 KV	EA	100		
251729	8006	15	KIT, TERM:1C; XLPE ;95-185 MM2;11KV; ID	EA	246		
635352	8006	15	KIT, TERM: XLPE; 1C; LCC; ID ;185-300 ;11 KV	EA	50		
635334	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;11 KV	EA	130		
635341	8006	15	KIT, TERM:1C; LCC; XLPE; OD;630 MM2;11 KV	EA	5		
635343	8006	15	KIT, TERM:1C; XLPE; ID;630 MM2;11 KV	EA	67		
635321	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;22 KV	EA	200		
644724	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;22 KV	EA	100		
644725	8006	15	KIT, TERM:1C; LCC; ID ;95-185 ;22 KV	EA	100		
251731	8006	15	KIT, TERM:1C; XLPE;22KV; ID;95-185 MM2	EA	15		
635333	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;22 KV	EA	120		
644726	8006	15	KIT, TERM:1C; LCC; ID ;185-300 ;22 KV	EA	60		
182550	8006	15	KIT, TERM:1C; XLPE ;22KV; ID ;630 MM2	EA	28		
635364	8006	15	KIT, TERM:1C; LCC; OD ;630 ;22 KV; XLPE	EA	60		
635318	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;33 KV	EA	36		
644727	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;33 KV	EA	20		
635345	8006	15	KIT, TERM:1C; LCC; ID ;95-185 MM2;33 KV	EA	20		
635325	8006	15	KIT, TERM:1C; XLPE; ID;95-185 MM2;33 KV	EA	40		
635330	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;33 KV	EA	30		
635355	8006	15	KIT, TERM:1C; LCC; ID ;185-300 MM2;33 KV	EA	15		
635342	8006	15	KIT, TERM:1C; XLPE; ID;630 MM2;33 KV	EA	60		
635365	8006	15	KIT, TERM:1C; LCC; OD ;630 MM2;33 KV; XLPE	EA	60		
175643	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;50-120 MM2	EA	354		
175642	8006	15	KIT, TERM:3C; XLPE;11KV; ID 50-120 MM2	EA	436		
175645	8006	15	KIT, TERM:3C; XLPE; ;11KV; ID 95-185	EA	251		
175646	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;95-185 MM2	EA	241		
624548	8006	15	KIT, TERM:3C; XLPE ;33 KV OD ;95-185; XLPE	EA	60		
644722	8006	15	KIT, TERM:3C; ID ;185-300 ;11 KV; XLPE	EA	100		
184239	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;185-300 MM2	EA	153		
168309	8006	15	KIT, TERM:3C; XLPE ;22KV; ID ;25-70 MM2	EA	22		
169094	8006	15	KIT, TERM:3C; XLPE ;22KV; OD ;25-70 MM2	EA	174		
635316	8006	15	KIT, TERM:3C; OD ;50-120 ;22 KV; XLPE	EA	250		
175647	8006	15	KIT, TERM:3C; XLPE ;22KV; ID ;95-185	EA	220		
175648	8006	15	KIT, TERM:3C; XLPE ;22KV; OD ;95-185 MM2	EA	340		
635328	8006	15	KIT, TERM:3C; ID ;185-300 ;22 KV; XLPE	EA	100		
624566	8006	15	KIT, TERM:3C; XLPE; OD ;185-300 ;22 KV	EA	47		
624563	8006	15	KIT, TERM:3C; XLPE; OD ;50-120 ;33 KV	EA	60		
635317	8006	15	KIT, TERM:3C; ID ;50-120 ;33 KV; XLPE	EA	60		
635324	8006	15	KIT, TERM:3C; ID ;95-185 ;33 KV; XLPE	EA	60		
635329	8006	15	KIT, TERM:3C; ID ;185-300 ;33 KV; XLPE	EA	40		
624564	8006	15	KIT, TERM:3C; XLPE; OD ;185-300 ;33 KV	EA	40		

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687232	8006	15	KIT TERM:3C; ID;25-70 MM2;11 KV; XLPE	EA	250		
687233	8006	15	KIT TERM:3C; OD;25-70 MM2;11 KV; XLPE	EA	300		
175644	8006	15	KIT, TERM:3C; XLPE; ES;11KV; ID ;50-120 MM2	EA	159		
215114	8006	15	KIT, TERM:3C; XLPE; ES ;11KV; ID ;95-185 MM2	EA	20		
687940	8006	15	KIT TERM:3C; ID;25-70 MM2;11 KV; ES; XLPE	EA	200		
687231	8006	15	KIT TERM:3C; ID;185-300 MM2;11 KV; ES; XLPE	EA	100		
175742	8007	6	JOINT KIT 1C 11kv 500-630 SQ PILC D8007	EA	10		
175743	8007	6	JOINT KIT 1C 22kv 500-800 SQ PILC D8007	EA	10		
168833	8007	6	JOINT KIT 3C 11kv 50-95 SQ PILC D8007	EA	600		
168837	8007	6	JOINT KIT 3C 11kv 120-185 SQ PILC D8007	EA	120		
168839	8007	6	JOINT KIT 3C 11kv 240-400 SQ PILC D8007	EA	30		
168834	8007	6	JOINT KIT 3C 22kv 35-70 SQ PILC D8007	EA	33		
168836	8007	6	JOINT KIT 3C 22kv 95-240 SQ PILC D8007	EA	75		
168840	8007	6	JOINT KIT 3C 22kv 300-400 SQ PILC D8007	EA	10		
635506	8008	11	KIT, CABLE JOINT:1C ;11 KV ;50-120; XLPE	EA	20		
635509	8008	11	KIT, CABLE JOINT:1C ;11 KV ;95-185; XLPE	EA	20		
635510	8008	11	KIT, CABLE JOINT:1C ;11 KV ;185-300	EA	20		
182553	8008	11	KIT, CABLE JOINT:1C ;11 KV ;630; XLPE	EA	20		
580854	8008	11	KIT, CABLE JOINT:3C ;11 KV ;50-120; TRIF	EA	300		
580846	8008	11	KIT, CABLE JOINT:3C ;11 KV ;95-185; XLPE	EA	189		
580847	8008	11	KIT, CABLE JOINT:3C ;11 KV ;185-300	EA	105		
580855	8008	11	KIT, CABLE JOINT:3C ;11 KV ;185-300; TRIF	EA	100		
635507	8008	11	KIT, CABLE JOINT:1C ;22 KV ;50-120; XLPE	EA	20		
635508	8008	11	KIT, CABLE JOINT:1C ;22 KV ;95-185; XLPE	EA	20		
624549	8008	11	KIT, CABLE JOINT:1C ;22 KV ;185-300	EA	20		
635511	8008	11	KIT, CABLE JOINT:3C ;22 KV ;185-300 TRIF	EA	200		
635505	8008	11	KIT, CABLE JOINT:1C ;22 KV ;630; XLPE	EA	60		
175805	8008	11	KIT, CABLE JOINT:3C ;22 KV ;25-70; TRIF	EA	100		
580856	8008	11	KIT, CABLE JOINT:3C ;22 KV ;50-120; TRIF	EA	100		
180200	8008	11	KIT, CABLE JOINT:3C ;22 KV ;50-120; XLPE	EA	150		
580861	8008	11	KIT, CABLE JOINT:3C ;22 KV ;95-185; TRIF	EA	100		
580849	8008	11	KIT, CABLE JOINT:3C ;22 KV ;95-185; XLPE	EA	100		
580850	8008	11	KIT, CABLE JOINT:3C ;22 KV ;185-300	EA	100		
580857	8008	11	KIT, CABLE JOINT:3C ;22 KV ;185-300; TRIF	EA	100		
624550	8008	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; CU/AL	EA	40		
624551	8008	11	KIT, CABLE JOINT:1C ;33 KV ;185-300; XLPE	EA	20		
629722	8008	11	KIT, CABLE JOINT:1C ;33 KV ;630; CU/AL	EA	40		
580851	8008	11	KIT, CABLE JOINT:3C ;33 KV ;25-70; XLPE	EA	20		
635503	8008	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; TRIF	EA	20		
580858	8008	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; XLPE	EA	20		
580859	8008	11	KIT, CABLE JOINT:3C ;33 KV ;95-185; TRIF	EA	20		
580852	8008	11	KIT, CABLE JOINT:3C ;33 KV ;95-185; XLPE	EA	20		
580853	8008	11	KIT, CABLE JOINT:3C ;33 KV ;185-300	EA	20		
580860	8008	11	KIT, CABLE JOINT:3C ;33 KV ;185-300 TRIF	EA	20		
683106	8008	11	KIT CABLE JOINT:3C;11 KV;25-70 MM2; XLPE	EA	70		
683107	8008	11	KIT CABLE JOINT:3C;11 KV;50-120 MM2; XLPE	EA	81		
683108	8008	11	KIT CABLE JOINT:3C;22 KV;25-70 MM2; XLPE	EA	40		
683109	8008	11	KIT CABLE JOINT:1C;33 KV;95-185 MM2; XLPE	EA	20		
683110	8008	11	KIT CABLE JOINT:3C;11 KV;95-185 MM2; TRIF	EA	20		
175531	8011	4	SHROUD, STRAIGHT 95-300 3 CORE D8011	EA	80		
184237	8011	4	SHROUD, STRAIGHT 630 1 CORE D8011	EA	37		
175773	8016	7	CONNECTOR KIT, SEP UNSCR 11kv 50-95	EA	719		

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			D8016			
175774	<u>8016</u>	7	CONNECTOR KIT, SEP UNSCR 11kv 120-185	EA	139	
687350	<u>8017</u>	8	CONNECTOR ELECT: SSC;25-70 MM2;22 KV	EA	110	
687351	<u>8017</u>	8	CONNECTOR ELECT: SSC;50-120 MM2;22 KV	EA	100	
687352	<u>8017</u>	8	CONNECTOR ELECT: SSC;95-185 MM2;22 KV	EA	100	
687353	<u>8017</u>	8	CONNECTOR ELECT: SSC;185-300 MM2;22 KV	EA	100	
687354	<u>8017</u>	8	CONNECTOR ELECT: SSC;630 MM2;22 KV; CU/AL	EA	30	
687355	<u>8017</u>	8	CONNECTOR ELECT: EXT;25-70 MM2;22 KV	EA	5	
687356	<u>8017</u>	8	CONNECTOR ELECT: EXT;50-120 MM2;22 KV	EA	5	
687357	<u>8017</u>	8	CONNECTOR ELECT: EXT;95-185 MM2;22 KV	EA	5	
687358	<u>8017</u>	8	CONNECTOR ELECT: EXT;185-300 MM2;22 KV	EA	16	
687359	<u>8017</u>	8	CONNECTOR ELECT: EXT;630 MM2;22 KV; CU/AL	EA	30	
687360	<u>8017</u>	8	CONNECTOR ELECT: SARR;25-70 MM2;11 KV	EA	27	
687361	<u>8017</u>	8	CONNECTOR ELECT: SARR;50-120 MM2;11 KV	EA	27	
687362	<u>8017</u>	8	CONNECTOR ELECT: SARR;95-185 MM2;11 KV	EA	30	
687363	<u>8017</u>	8	CONNECTOR ELECT: SARR;185-300 MM2;11 KV	EA	30	
687364	<u>8017</u>	8	CONNECTOR ELECT: SARR;630 MM2;11 KV CU/AL	EA	20	
687365	<u>8017</u>	8	CONNECTOR ELECT: SARR;25-70 MM2;22 KV	EA	15	
687366	<u>8017</u>	8	CONNECTOR ELECT: SARR;50-120 MM2;22 KV	EA	15	
687367	<u>8017</u>	8	CONNECTOR ELECT: SARR;95-185 MM2;22 KV	EA	15	
687368	<u>8017</u>	8	CONNECTOR ELECT: SARR;185-300 MM2;22 KV	EA	13	
687369	<u>8017</u>	8	CONNECTOR ELECT: SARR;630MM2;22KV CU/AL	EA	20	
179495	<u>8017</u>	8	TRIFURCATING KIT, SCR 22kv 3C 25-50 D8017	EA	114	
179496	<u>8017</u>	8	TRIFURCATING KIT, SCR 22kv 3C 70- 185D8017	EA	138	
687449	<u>8017</u>	8	CONNECTOR ELECT: EXT;185-300 MM2;33 KV	EA	20	
687450	<u>8017</u>	8	CONNECTOR ELECT: EXT;50-120 MM2;33 KV	EA	20	
687451	<u>8017</u>	8	CONNECTOR ELECT: SSC;630 MM2;33 KV; CU/AL	EA	10	
687452	<u>8017</u>	8	CONNECTOR ELECT: SSC;185-300 MM2;33 KV	EA	20	
687453	<u>8017</u>	8	CONNECTOR ELECT: SSC;50-120 MM2;33 KV	EA	20	
687454	<u>8017</u>	8	CONNECTOR ELECT: SSC;95-185 MM2;33 KV	EA	20	
687455	<u>8017</u>	8	CONNECTOR ELECT: EXT;95-185 MM2;33 KV	EA	20	
687456	<u>8017</u>	8	CONNECTOR ELECT: EXT;630 MM2;33 KV; CU/AL	EA	10	
687457	<u>8017</u>	8	CONNECTOR ELECT: SARR;630MM2;33KV CU/AL	EA	10	
687458	<u>8017</u>	8	CONNECTOR ELECT: SARR;185-300 MM2;33 KV	EA	10	
687459	<u>8017</u>	8	CONNECTOR ELECT: SARR;50-120 MM2;33 KV	EA	10	
687460	<u>8017</u>	8	CONNECTOR ELECT: SARR;95-185 MM2;33 KV	EA	10	
184780	<u>8021</u>	7	JOINT KIT, TRANS 3C 11kv 16-35 D8021	EA	240	
179925	<u>8021</u>	7	JOINT KIT, TRANS 3C 11kv 50-95 D8021	EA	119	
179926	<u>8021</u>	7	JOINT KIT, TRANS 3C 11kv 120-185 D8021	EA	24	
179927	<u>8021</u>	7	JOINT KIT, TRANS 3C 11kv 240-400 D8021	EA	50	
184801	<u>8021</u>	7	JOINT KIT, TRANS 3C 22kv 25 D8021	EA	23	
179928	<u>8021</u>	7	JOINT KIT, TRANS 3C 22kv 35-70 D8021	EA	43	
179929	<u>8021</u>	7	JOINT KIT, TRANS 3C 22kv 95-240 D8021	EA	20	
580862	<u>8021</u>	7	KIT, CABLE JOINT:6.35/11 KV; TRATR50-95	EA	110	

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580863	8021	7	KIT, CABLE JOINT:6.35/11 KV; TRTR120-185	EA	100		
580864	8021	7	KIT, CABLE JOINT:6.35/11 KV; TRTR240-400	EA	50		
580865	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRATR50-95	EA	80		
580866	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRTR120-185	EA	80		
580867	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRTR240-400	EA	20		
580868	8021	7	KIT, CABLE JOINT:19/33 KV; TRATR50-95	EA	10		
580869	8021	7	KIT, CABLE JOINT:19/33 KV; TRTR120-185	EA	10		
580870	8021	7	KIT, CABLE JOINT:19/33 KV; TRTR240-400	EA	10		
683111	8021	7	KIT CABLE JOINT:1C;33 KV;630 MM2; TRANS	EA	10		
683112	8021	7	KIT CABLE JOINT:3C;11 KV;185-300 MM2	EA	30		
689139	8021	7	KIT CABLE JOINT:3;11 KV;25-70 MM2; TRANS	EA	100		
175534	8010	5	S/ARR DIST 11kv 10ka POLYMER I/D D8010	EA	10		
175535	8010	5	S/ARR DIST 22kv 10ka POLYMER I/D D8010	EA	10		
194060	8077	2	SLEEVE, CABLE REPAIR 60-120 1m LG. D8077	EA	8		
169146	8015	2	CAP, CABLE END SEAL 45-65 DIA. D8015	EA	20		
175759	8015	2	CAP, CABLE END SEAL 65-95 DIA. D8015	EA	52		
3000033493			TRAIN, PERSONNEL; COURSE TYPE MV POWER CABLES JOINTING, DURATION AS AND WHEN REQUIRED (Group of 30 people per session) Additional note: This is for the MV cable accessory application workshop.	EA	8		
			Accommodation	night	8		
<p align="center">Accommodation may not exceed R1 173,91 excluding VAT per night per person (including dinner & breakfast). This amount is subject to change based on the National Treasury Guideline.</p>							
			Sedan/LDV	Rate per km			
<p align="center">Kilometres will be claimed from the allocated Eskom home centre to the relevant site. Kilometres from the Suppliers office to the allocated Eskom home centre cannot be claimed</p>							

Item for Accomodation and Rate per kilometer is applicable for Training purposes only.

**Total of the Prices
Excl VAT**

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LEAD TIME:	
SUPPLIER CONTACT PERSON:	
DESIGNATION:	
SIGNATURE:	
DATE:	

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

1. Specification and description of the goods

The Manufacture, Test and Supply of various Medium and Low Voltage Cable Accessories on an "as and when" required basis to various Regional Distribution Centres located in the Central East Cluster over a period of 36 months. Transportation to be conducted by Rotran.

NO.	ESKOM SAP NO	DDT	Rev	DESCRIPTION
1	674801	8031	0	KIT CABLE JOINT:2C;1000 V;50-150 MM2
2	675509	8031	0	KIT CABLE JOINT:4C;1000 V;50-150 MM2
3	674817	8031	0	KIT CABLE JOINT:1C;1000 V;500 MM2; PVC
4	674860	8031	0	KIT CABLE JOINT:1C;1000 V;120-240 MM2
5	674861	8031	0	KIT CABLE JOINT:2C;1000 V;4-35 MM2; PVC
6	675510	8031	0	KIT CABLE JOINT:4C;1000 V;4-35 MM2; PVC
7	674862	8031	0	KIT CABLE JOINT:2C;1000 V;25-70 MM2; PVC
8	675513	8031	0	KIT CABLE JOINT:4C;1000 V;25-70 MM2; PVC
9	675514	8031	0	KIT CABLE JOINT:3C;1000 V;4-35 MM2; PVC
10	675515	8031	0	KIT CABLE JOINT:3C;1000 V;25-70 MM2; PVC
11	694468	8031	ROA	KIT CABLE JOINT:4C;1000 V;180-240 MM2
12	168325	3147	7	TERM KIT 4C 1kV 70-95 SQ OD HSH D3147
13	168481	3147	7	TERM KIT 4C 1kV 120-150 SQ OD HSH D3147
14	168870	3147	7	TERM KIT 4C 1kV 185-240 SQ OD HSH D3147
15	168958	3148	5	CABLE END 4-25mm SQ D3148
16	168956	3148	5	CABLE END 35-70mm SQ D3148
17	249440	3138	4	TUBING SET 4-10 SQ 2C LV CABLE D3138
18	186788	3138	4	TUBING SET 16-25 SQ 2C LV CABLE D3138
19	186789	3138	4	TUBING SET 16-25 SQ 3C LV CABLE D3138
20	186790	3138	4	TUBING SET 16-25 SQ 4C LV CABLE D3138
21	186791	3138	4	TUBING SET 35-50 SQ 2C LV CABLE D3138
22	186792	3138	4	TUBING SET 35-50 SQ 3C LV CABLE D3138
23	186793	3138	4	TUBING SET 35-50 SQ 4C LV CABLE D3138
24	186794	3138	4	TUBING SET 70-95 SQ 3C LV CABLE D3138
25	251724	8004	2	TRIFUR KIT, SCR MV 2.5m XLPE 95-300 D8004
26	527743	2805	0	KIT, TERM:ID 3C 16-35MM2 PILC ES;11 KV
27	168957	2805	0	TERM KIT 3C 11kV 16-35SQ ID PILC D2805
28	175652	2805	0	TERM KIT 3C 11kV 16-35SQ OD PILC D2805
29	168567	2806	1	TERM KIT 3C 11kV 16-35SQ ID XLPE D2806
30	169133	2806	1	TERM KIT 3C 11kV 16-35SQ OD XLPE D2806
31	555265	2806	1	KIT, TERM: OD 3C 50-95MM2 XLPE;33 KV
32	169105	2808	1	JOINT KIT 3C 11kV 16-35SQ XLPE D2808
33	182555	2808	1	JOINT KIT 3C 22kV 25SQ XLPE D2808
34	175772	2816	1	CONNECTOR KIT, SEP UNSCR 11kV 16-35 D2816
35	168796	8005	12	TERM KIT 1C 11kV 500-800SQ ID PILC D8005
36	168793	8005	12	TERM KIT 1C 11kV 500-800SQ OD PILC D8005
37	168797	8005	12	TERM KIT 1C 22kV 400-630SQ ID PILC D8005
38	168794	8005	12	TERM KIT 1C 22kV 400-630SQ OD PILC D8005
39	169005	8005	12	TERM KIT 3C 11kV 50-95SQ ID PILC D8005
40	168789	8005	12	TERM KIT 3C 11kV 50-95SQ OD PILC D8005
41	168801	8005	12	TERM KIT 3C 22kV 70-185SQ ID PILC D8005
42	168802	8005	12	TERM KIT 3C 11kV 120-185SQ ID PILC D8005
43	168791	8005	12	TERM KIT 3C 11kV 120-185SQ OD PILC D8005
44	215113	8005	12	TERM KIT 3C11kV120-185SQ ID ES PILCD8005
45	168803	8005	12	TERM KIT 3C 22kV 240-300SQ ID PILC D8005
46	168792	8005	12	TERM KIT 3C 11kV 240-400SQ OD PILC D8005

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47	168798	8005	12	TERM KIT 3C 22kv 25-50SQ ID PILC D8005
48	168804	8005	12	TERM KIT 3C 22kv 25-50SQ OD PILC D8005
49	169128	8005	12	TERM KIT 3C 11kv 240-400SQ ID PILC D8005
50	168806	8005	12	TERM KIT 3C 22kv 70-185SQ OD PILC D8005
51	175653	8005	12	TERM KIT 3C 11kv 50-95SQ ID ES PILCD8005
52	168795	8005	12	TERM KIT 3C 22kv 240-300SQ OD PILC D8005
53	635322	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;11 KV
54	644723	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;11 KV
55	635349	8006	15	KIT, TERM: XLPE; 1C; LCC; ID ;95-185MM2;11 KV
56	251729	8006	15	KIT, TERM:1C; XLPE ;95-185 MM2;11KV; ID
57	635352	8006	15	KIT, TERM: XLPE; 1C; LCC; ID ;185-300 ;11 KV
58	635334	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;11 KV
59	635341	8006	15	KIT, TERM:1C; LCC; XLPE; OD;630 MM2;11 KV
60	635343	8006	15	KIT, TERM:1C; XLPE; ID;630 MM2;11 KV
61	635321	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;22 KV
62	644724	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;22 KV
63	644725	8006	15	KIT, TERM:1C; LCC; ID ;95-185 ;22 KV
64	251731	8006	15	KIT, TERM:1C; XLPE;22KV; ID;95-185 MM2
65	635333	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;22 KV
66	644726	8006	15	KIT, TERM:1C; LCC; ID ;185-300 ;22 KV
67	182550	8006	15	KIT, TERM:1C; XLPE ;22KV; ID ;630 MM2
68	635364	8006	15	KIT, TERM:1C; LCC; OD ;630 ;22 KV; XLPE
69	635318	8006	15	KIT, TERM:1C; XLPE; ID;50-120 MM2;33 KV
70	644727	8006	15	KIT, TERM:1C; LCC; ID ;50-120 ;33 KV
71	635345	8006	15	KIT, TERM:1C; LCC; ID ;95-185 MM2;33 KV
72	635325	8006	15	KIT, TERM:1C; XLPE; ID;95-185 MM2;33 KV
73	635330	8006	15	KIT, TERM:1C; XLPE; ID;185-300 MM2;33 KV
74	635355	8006	15	KIT, TERM:1C; LCC; ID ;185-300 MM2;33 KV
75	635342	8006	15	KIT, TERM:1C; XLPE; ID;630 MM2;33 KV
76	635365	8006	15	KIT, TERM:1C; LCC; OD ;630 MM2;33 KV; XLPE
77	175643	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;50-120 MM2
78	175642	8006	15	KIT, TERM:3C; XLPE;11KV; ID 50-120 MM2
79	175645	8006	15	KIT, TERM:3C; XLPE; ;11KV; ID 95-185
80	175646	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;95-185 MM2
81	624548	8006	15	KIT, TERM:3C; XLPE ;33 kV OD ;95-185; XLPE
82	644722	8006	15	KIT, TERM:3C; ID ;185-300 ;11 KV; XLPE
83	184239	8006	15	KIT, TERM:3C; XLPE ;11KV; OD ;185-300 MM2
84	168309	8006	15	KIT, TERM:3C; XLPE ;22KV; ID ;25-70 MM2
85	169094	8006	15	KIT, TERM:3C; XLPE ;22KV; OD ;25-70 MM2
86	635316	8006	15	KIT, TERM:3C; OD ;50-120 ;22 KV; XLPE
87	175647	8006	15	KIT, TERM:3C; XLPE ;22KV; ID ;95-185
88	175648	8006	15	KIT, TERM:3C; XLPE ;22KV; OD ;95-185 MM2
89	635328	8006	15	KIT, TERM:3C; ID ;185-300 ;22 KV; XLPE
90	624566	8006	15	KIT, TERM:3C; XLPE; OD ;185-300 ;22 KV
91	624563	8006	15	KIT, TERM:3C; XLPE; OD ;50-120 ;33 KV
92	635317	8006	15	KIT, TERM:3C; ID ;50-120 ;33 KV; XLPE
93	635324	8006	15	KIT, TERM:3C; ID ;95-185 ;33 KV; XLPE
94	635329	8006	15	KIT, TERM:3C; ID ;185-300 ;33 KV; XLPE
95	624564	8006	15	KIT, TERM:3C; XLPE; OD ;185-300 ;33 KV
96	687232	8006	15	KIT TERM:3C; ID;25-70 MM2;11 KV; XLPE
97	687233	8006	15	KIT TERM:3C; OD;25-70 MM2;11 KV; XLPE
98	175644	8006	15	KIT, TERM:3C; XLPE; ES;11KV; ID ;50-120 MM2
99	215114	8006	15	KIT, TERM:3C; XLPE; ES ;11KV; ID ;95-185 MM2
100	687940	8006	15	KIT TERM:3C; ID;25-70 MM2;11 KV; ES; XLPE
101	687231	8006	15	KIT TERM:3C; ID;185-300 MM2;11 KV; ES; XLPE
102	175742	8007	6	JOINT KIT 1C 11kv 500-630 SQ PILC D8007
103	175743	8007	6	JOINT KIT 1C 22kv 500-800 SQ PILC D8007
104	168833	8007	6	JOINT KIT 3C 11kv 50-95 SQ PILC D8007

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105	168837	<u>8007</u>	6	JOINT KIT 3C 11kv 120-185 SQ PILC D8007
106	168839	<u>8007</u>	6	JOINT KIT 3C 11kv 240-400 SQ PILC D8007
107	168834	<u>8007</u>	6	JOINT KIT 3C 22kv 35-70 SQ PILC D8007
108	168836	<u>8007</u>	6	JOINT KIT 3C 22kv 95-240 SQ PILC D8007
109	168840	<u>8007</u>	6	JOINT KIT 3C 22kv 300-400 SQ PILC D8007
110	635506	<u>8008</u>	11	KIT, CABLE JOINT:1C ;11 KV ;50-120; XLPE
111	635509	<u>8008</u>	11	KIT, CABLE JOINT:1C ;11 KV ;95-185; XLPE
112	635510	<u>8008</u>	11	KIT, CABLE JOINT:1C ;11 KV ;185-300
113	182553	<u>8008</u>	11	KIT, CABLE JOINT:1C ;11 KV ;630; XLPE
114	580854	<u>8008</u>	11	KIT, CABLE JOINT:3C ;11 KV ;50-120; TRIF
115	580846	<u>8008</u>	11	KIT, CABLE JOINT:3C ;11 KV ;95-185; XLPE
116	580847	<u>8008</u>	11	KIT, CABLE JOINT:3C ;11 KV ;185-300
117	580855	<u>8008</u>	11	KIT, CABLE JOINT:3C ;11 KV ;185-300; TRIF
118	635507	<u>8008</u>	11	KIT, CABLE JOINT:1C ;22 KV ;50-120; XLPE
119	635508	<u>8008</u>	11	KIT, CABLE JOINT:1C ;22 KV ;95-185; XLPE
120	624549	<u>8008</u>	11	KIT, CABLE JOINT:1C ;22 KV ;185-300
121	635511	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;185-300 TRIF
122	635505	<u>8008</u>	11	KIT, CABLE JOINT:1C ;22 KV ;630; XLPE
123	175805	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;25-70; TRIF
124	580856	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;50-120; TRIF
125	180200	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;50-120; XLPE
126	580861	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;95-185; TRIF
127	580849	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;95-185; XLPE
128	580850	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;185-300
129	580857	<u>8008</u>	11	KIT, CABLE JOINT:3C ;22 KV ;185-300; TRIF
130	624550	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; CU/AL
131	624551	<u>8008</u>	11	KIT, CABLE JOINT:1C ;33 KV ;185-300; XLPE
132	629722	<u>8008</u>	11	KIT, CABLE JOINT:1C ;33 KV ;630; CU/AL
133	580851	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;25-70; XLPE
134	635503	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; TRIF
135	580858	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;50-120; XLPE
136	580859	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;95-185; TRIF
137	580852	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;95-185; XLPE
138	580853	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;185-300
139	580860	<u>8008</u>	11	KIT, CABLE JOINT:3C ;33 KV ;185-300 TRIF
140	683106	<u>8008</u>	11	KIT CABLE JOINT:3C;11 KV;25-70 MM2; XLPE
141	683107	<u>8008</u>	11	KIT CABLE JOINT:3C;11 KV;50-120 MM2; XLPE
142	683108	<u>8008</u>	11	KIT CABLE JOINT:3C;22 KV;25-70 MM2; XLPE
143	683109	<u>8008</u>	11	KIT CABLE JOINT:1C;33 KV;95-185 MM2; XLPE
144	683110	<u>8008</u>	11	KIT CABLE JOINT:3C;11 KV;95-185 MM2; TRIF
145	175531	<u>8011</u>	4	SHROUD, STRAIGHT 95-300 3 CORE D8011
146	184237	<u>8011</u>	4	SHROUD, STRAIGHT 630 1 CORE D8011
147	175773	<u>8016</u>	7	CONNECTOR KIT, SEP UNSCR 11kv 50-95 D8016
148	175774	<u>8016</u>	7	CONNECTOR KIT, SEP UNSCR 11Kv 120-185
149	687350	<u>8017</u>	8	CONNECTOR ELECT: SSC;25-70 MM2;22 KV
150	687351	<u>8017</u>	8	CONNECTOR ELECT: SSC;50-120 MM2;22 KV
151	687352	<u>8017</u>	8	CONNECTOR ELECT: SSC;95-185 MM2;22 KV
152	687353	<u>8017</u>	8	CONNECTOR ELECT: SSC;185-300 MM2;22 KV
153	687354	<u>8017</u>	8	CONNECTOR ELECT: SSC;630 MM2;22 KV; CU/AL
154	687355	<u>8017</u>	8	CONNECTOR ELECT: EXT;25-70 MM2;22 KV
155	687356	<u>8017</u>	8	CONNECTOR ELECT: EXT;50-120 MM2;22 KV
156	687357	<u>8017</u>	8	CONNECTOR ELECT: EXT;95-185 MM2;22 KV
157	687358	<u>8017</u>	8	CONNECTOR ELECT: EXT;185-300 MM2;22 KV
158	687359	<u>8017</u>	8	CONNECTOR ELECT: EXT;630 MM2;22 KV; CU/AL
159	687360	<u>8017</u>	8	CONNECTOR ELECT: SARR;25-70 MM2;11 KV
160	687361	<u>8017</u>	8	CONNECTOR ELECT: SARR;50-120 MM2;11 KV
161	687362	<u>8017</u>	8	CONNECTOR ELECT: SARR;95-185 MM2;11 KV
162	687363	<u>8017</u>	8	CONNECTOR ELECT: SARR;185-300 MM2;11 KV

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163	687364	8017	8	CONNECTOR ELECT: SARR;630 MM2;11 KV CU/AL
164	687365	8017	8	CONNECTOR ELECT: SARR;25-70 MM2;22 KV
165	687366	8017	8	CONNECTOR ELECT: SARR;50-120 MM2;22 KV
166	687367	8017	8	CONNECTOR ELECT: SARR;95-185 MM2;22 KV
167	687368	8017	8	CONNECTOR ELECT: SARR;185-300 MM2;22 KV
168	687369	8017	8	CONNECTOR ELECT: SARR;630MM2;22KV CU/AL
169	179495	8017	8	TRIFURCATING KIT, SCR 22kV 3C 25-50 D8017
170	179496	8017	8	TRIFURCATING KIT, SCR 22kV 3C 70-185D8017
171	687449	8017	8	CONNECTOR ELECT: EXT;185-300 MM2;33 KV
172	687450	8017	8	CONNECTOR ELECT: EXT;50-120 MM2;33 KV
173	687451	8017	8	CONNECTOR ELECT: SSC;630 MM2;33 KV; CU/AL
174	687452	8017	8	CONNECTOR ELECT: SSC;185-300 MM2;33 KV
175	687453	8017	8	CONNECTOR ELECT: SSC;50-120 MM2;33 KV
176	687454	8017	8	CONNECTOR ELECT: SSC;95-185 MM2;33 KV
177	687455	8017	8	CONNECTOR ELECT: EXT;95-185 MM2;33 KV
178	687456	8017	8	CONNECTOR ELECT: EXT;630 MM2;33 KV; CU/AL
179	687457	8017	8	CONNECTOR ELECT: SARR;630MM2;33KV CU/AL
180	687458	8017	8	CONNECTOR ELECT: SARR;185-300 MM2;33 KV
181	687459	8017	8	CONNECTOR ELECT: SARR;50-120 MM2;33 KV
182	687460	8017	8	CONNECTOR ELECT: SARR;95-185 MM2;33 KV
183	184780	8021	7	JOINT KIT, TRANS 3C 11kV 16-35 D8021
184	179925	8021	7	JOINT KIT, TRANS 3C 11kV 50-95 D8021
185	179926	8021	7	JOINT KIT, TRANS 3C 11kV 120-185 D8021
186	179927	8021	7	JOINT KIT, TRANS 3C 11kV 240-400 D8021
187	184801	8021	7	JOINT KIT, TRANS 3C 22kV 25 D8021
188	179928	8021	7	JOINT KIT, TRANS 3C 22kV 35-70 D8021
189	179929	8021	7	JOINT KIT, TRANS 3C 22kV 95-240 D8021
190	580862	8021	7	KIT, CABLE JOINT:6.35/11 KV; TRATR50-95
191	580863	8021	7	KIT, CABLE JOINT:6.35/11 KV; TRTR120-185
192	580864	8021	7	KIT, CABLE JOINT:6.35/11 KV; TRTR240-400
193	580865	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRATR50-95
194	580866	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRTR120-185
195	580867	8021	7	KIT, CABLE JOINT:12.7/22 KV; TRTR240-400
196	580868	8021	7	KIT, CABLE JOINT:19/33 KV; TRATR50-95
197	580869	8021	7	KIT, CABLE JOINT:19/33 KV; TRTR120-185
198	580870	8021	7	KIT, CABLE JOINT:19/33 KV; TRTR240-400
199	683111	8021	7	KIT CABLE JOINT:1C;33 KV;630 MM2; TRANS
200	683112	8021	7	KIT CABLE JOINT:3C;11 KV;185-300 MM2
201	689139	8021	7	KIT CABLE JOINT:3;11 KV;25-70 MM2; TRANS
202	175534	8010	5	S/ARR DIST 11kV 10kA POLYMER I/D D8010
203	175535	8010	5	S/ARR DIST 22kV 10kA POLYMER I/D D8010
204	194060	8077	2	SLEEVE, CABLE REPAIR 60-120 1m LG. D8077
205	169146	8015	2	CAP, CABLE END SEAL 45-65 DIA. D8015
206	175759	8015	2	CAP, CABLE END SEAL 65-95 DIA. D8015
207	3000033493			TRAIN, PERSONNEL; COURSE TYPE MV POWER CABLES JOINTING, DURATION AS AND WHEN REQUIRED (Group of 30 people per session) Additional note: This is for the MV cable accessory application workshop.

The following full Eskom technical standards shall be applicable to this enquiry:

- 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1kV.
- 240-56030619 - Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
- 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 - Particular Requirements for Outdoor MV Cable Terminators Work Instruction.

- 240-56063792 - Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
- 240-56063805 - LV Power and Control Cable with Rated Voltage Standard 600/1000V.
- 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.
- 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- 240-170000105 - Technical evaluation criteria for low voltage cable accessories.
- Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- Technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17.

**THE FULL DOCUMENTS AND SUPPORTING INFORMATION WILL BE UPLOADED ON THE
ESKOM TENDER BULLETIN AND E-TENDER PORTAL IN THE FOLDER CALLED
TECHNICAL PACK.**

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

All items tendered upon shall comply with the below standards and drawings and technical evaluation criteria documents and all information required shall be submitted.

240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.

b) 240-56030619 - Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.

c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 - Particular Requirements for Outdoor MV Cable Terminators Work Instruction.

d) 240-56063792 - Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.

e) 240-56063805 - LV Power and Control Cable with Rated Voltage Standard 600/1000V.

f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.

g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.

h) 240-170000105 - Technical evaluation criteria for low voltage cable accessories.

i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.

j) technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17.

1.2 Other requirements of the *Supplier's* design

All items tendered upon shall comply with the below standards and drawings and technical evaluation criteria documents and all information required shall be submitted.

240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.

b) 240-56030619 - Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.

c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 - Particular Requirements for Outdoor MV Cable Terminators Work Instruction.

d) 240-56063792 - Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.

e) 240-56063805 - LV Power and Control Cable with Rated Voltage Standard 600/1000V.

f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.

g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.

h) 240-170000105 - Technical evaluation criteria for low voltage cable accessories.

i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.

j) technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17.

1.3 Manufacture & fabrication

All items tendered upon shall comply with the below standards and drawings and technical evaluation criteria documents and all information required shall be submitted.

- a) 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.
- b) 240-56030619 – Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
- c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 – Particular Requirements for Outdoor MV Cable Terminators Work Instruction.
- d) 240-56063792 – Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
- e) 240-56063805 – LV Power and Control Cable with Rated Voltage Standard 600/1000V.
- f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.
- g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- h) 240-170000105 – Technical evaluation criteria for low voltage cable accessories.
- i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- j) technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17.

1.4 Factory acceptance testing (FAT)

All tests requirements shall be as per the below documents where applicable:

- a) 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.
- b) 240-56030619 – Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
- c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 – Particular Requirements for Outdoor MV Cable Terminators Work Instruction.
- d) 240-56063792 – Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
- e) 240-56063805 – LV Power and Control Cable with Rated Voltage Standard 600/1000V.
- f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.
- g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- h) 240-170000105 – Technical evaluation criteria for low voltage cable accessories.
- i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- j) Technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17

1.5 Operating manuals and maintenance schedules

- Submit all manuals and instructions as required from below documents where required:
- a) 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV;
 - b) 240-56030619 – Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
 - c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 – Particular Requirements for Outdoor MV Cable Terminators Work Instruction.
 - d) 240-56063792 – Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
 - e) 240-56063805 – LV Power and Control Cable with Rated Voltage Standard 600/1000V.
 - f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.

- g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- h) 240-170000105 – Technical evaluation criteria for low voltage cable accessories.
- i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- j) Technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17

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

2.1 Work to be done by the Delivery Date

Everything shall be done before delivery.

2.2 Marking the goods

Items shall be marked as per requirements of below where applicable:

Submit all manuals and instructions as required from below documents where required:

- a) 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.
- b) 240-56030619 – Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
- c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 – Particular Requirements for Outdoor MV Cable Terminators Work Instruction.
- d) 240-56063792 – Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
- e) 240-56063805 – LV Power and Control Cable with Rated Voltage Standard 600/1000V.
- f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.
- g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- h) 240-170000105 – Technical evaluation criteria for low voltage cable accessories.
- i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- j) Technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17

2.3 Constraints at the delivery place and place of use

All similar items shall be packaged as required by the below documents as required:

- a) 240-56062542- Accessories for low-voltage power cables for systems with nominal voltages up to and including 1 kV.
- b) 240-56030619 – Accessories for medium-voltage power cables for systems with nominal voltages of 11kV to 33 kV standard.
- c) 240-56062812- KIPTS Natural Ageing and Pollution Performance Test Procedure for Outdoor Insulator Products Section 5 – Particular Requirements for Outdoor MV Cable Terminators Work Instruction.
- d) 240-56063792 – Specification for medium voltage XLPE and PILC (impregnated paper insulated cables) standard.
- e) 240-56063805 – LV Power and Control Cable with Rated Voltage Standard 600/1000V.
- f) 240-170000774- Interim insulation pollution performance and aging requirements in place of KIPTS.
- g) 240-129903077- Technical evaluation criteria for medium voltage cable accessories.
- h) 240-170000105 – Technical evaluation criteria for low voltage cable accessories.
- i) Eskom DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.
- j) Technical evaluation criteria addendum for central east cluster MV and LV cable accessories signed and dated 2023/11/17

In addition, all accessories shall be supplied on a suitable pallet where suitable and items of the same Eskom SAP no shall be packaged together. No mixing of Eskom SAP shall be allowed.

2.4 Cooperating with Others

Supplier to cooperate with all necessary Eskom staff or parties identified by Eskom.

2.5 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	As and when required	MS Teams	<i>Purchaser, Supplier</i>
Overall contract progress and feedback	As and when required	MS Teams	<i>Purchaser, Supplier, and</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.

2.6 Health and safety risk management

Tenderers must meet the contractual requirements prior to contract award recommendation.

The recommended supplier/suppliers still in the running for this contract will be evaluated in terms of their contractual requirements. Should they not pass the initial evaluation they will be advised of their shortcomings and have a maximum period of seven (7) days in which to correct their shortcomings.

The *Supplier* shall comply with the health and safety requirements:

2.7 Quality

Quality requirement - Category 3

1. Form A
2. Supplier Quality Management Specification
3. Recommended templates:
 - a. ITP/QCP
 - b. CQP

SECTION A: Quality Management System Requirements ISO 9001 (Option 1) Valid certification of Quality Management System by an ISO accredited body	
	Apply = 1
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant	0
A.2 Certificate by Approved and Authorized certification authority	0
A.3 Certification Authority has recognized International Accreditation	0

A.4 Validity (expiry date) of certificate	0
Section A Score Option 1	0
Or	Apply = 1
A.1 QMS Manual or a document that defines and describes the QMS and its scope	1
A.2 Quality Policy Approved by top management.	1
A.4 Control of documented information (i.e., document and record control) Clause 7.5 of ISO 9001:2015	1
A.6 Documented information for nonconformity and Corrective action – Clause 10.2 of ISO 9001:2015 Clause 10.2 of ISO 9001:2015	1
A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015	1
Section A Score Option 2	5
SECTION B: Evidence of QMS in operation (Tender Quality Requirements - Ref 240-105658000)	
	Apply = 1
B.1 Documented information for defined roles, responsibilities, and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)	1
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)	1
Section B Score	2
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)	
	Apply = 1
NB! Draft Contract/Project Quality Plan has important QA deliverables	1
Section C Score	1
SECTION D: Quality Control Plan Requirements (Ref 240-105658000 or 240-109253302) QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005)	
	Apply = 1
NB! Draft/ Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done	1
Section D Score	1
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) Customer specific requirements & other standards and required can be listed and evaluated here	
	Apply = 1
E.1 Form A is completed and signed.	1
Section E Score	1

2.8 Requirements for Financial Evaluation of Companies

- Public Interest Score (PIS) and the calculations to arrive at the score (refer to annexure attached for calculation of PIS). The PIS letter must specify whether:
 - Whether the AFS were internally or externally prepared.
 - Whether the company was owner managed or not owner managed.
- Latest approved financial statements including comparative amounts.
- AFS must be valid and not outdated, received within 18 months after year-end.
- A signed director's / member's report.
- Signed Compilers / Accounting Officers / Independent Reviewers / Audit report whichever is applicable, based on the PIS above.
- Where the PIS requires an Audit or Independent Reviewers report, the Compilers / Accounting Officers report must still be submitted.
- Approved Annual Financial statements must comprise:
 - Statement of financial position (Balance Sheet)
 - Statement of comprehensive income (income statement)

- o Statement of changes in Equity
- o Statement of cash flows
- o Notes to the financial statements
- ITA 34C Income Tax Assessment for companies that have NOT been audited.
- The notes to the AFS specifically referring to **Accounts Receivable** and **Accounts Payable** must give a complete breakdown of the amounts. A clear distinction must be made between Trade Debtors and other receivables as well Trade Creditors and other payables. The note must clearly show the amounts subject to interest and the terms and condition of interest.
- The notes to the AFS must clearly specify the current and non-current liabilities that are subject to interest.
- Member / Directors loans must be accompanied by a note specifying the terms of the loan, whether secured or unsecured, terms of repayment and interest rates.
- Name of Holding company if the company is a subsidiary company.
- Where there is a Holding company the Latest Signed Group Annual Financial Statements of the Holding Company may be requested at a later stage.
- Information requested from companies via Procurement Office not received within five working days from date of Finance request will result in the financial evaluation being closed. Finance will issue a 1-page report stating that an opinion could not be expressed due to insufficient information.

Note:

Tenderers may be requested to provide a performance bond if they are deemed financially unacceptable for the full value of the contract.

Draft, bi-annual, management accounts and unsigned financial statements will NOT be accepted. Soft copies of the AFS submitted with the tender documents may be requested at a later stage.

2.9 Invoicing and payment

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

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

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

All invoices must be submitted via this process any invoices physically received will now be returned.

To ensure payment is made the following must be done:

1. Email pdf copies to invoiceseskomlocal@eskom.co.za
2. Each pdf (attachment) must contain **only one invoice.**
3. Each **email** sent must contain **only one attachment.**
4. It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must be printed then scanned and emailed or have handwriting on it, **It will not be accepted.**
5. Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
6. Encourage your end users to do the GRs on time to insure speedy processing.
7. All invoices must meet the Tax requirements.

2.10 Provision of bonds and guarantees

Tenderers may be requested to provide a performance bond if they are deemed financially unacceptable for the full value of the contract.

3. Procurement

3.1 Subcontracting

Mandatory Subcontracting as condition of award

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

If feasible tenderers shall subcontract a minimum of 30% of the contract value to any of the following designated groups:

- an EME or QSE which is at least 51% owned by black people.
- an EME or QSE which is at least 51% owned by black people who are youth.
- an EME or QSE which is at least 51% owned by black people who are women.
- an EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- a cooperative which is at least 51% owned by black people.
- a EME or QSE which is at least 51% owned by black people who are military veterans.

NOTE 1: Tenderers shall submit the following mandatory returnables for Subcontracting by contract award.

- Subcontracting agreement signed by both parties **or**
- Copies of signed letters from the tenderer to the sub-contractors stating the intent to sub-contract
- Subcontractors' Company registration documents
- Subcontractor's valid BBEE certificate issued by a SANAS accredited verification agency or valid sworn affidavit or valid BBEE Certificate issued by CIPC for EME companies.

Potential scope to be subcontracted and/or outsourced:

- Main contractor to propose the areas of subcontracting and the subcontracting percentage.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3.2 Other requirements related to procurement.

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 Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring, but commitments will form part of contractual obligations.

1. BBEE Requirement:

All tenderers are required at a minimum to maintain their BBEE status throughout the contract period.

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	Eskom target	Tenderer Proposal
		100%

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

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 Free State and Kwa Zulu Natal, and their composition shall be representative of the population demographics of South Africa.

Skill Type / Occupation	Eskom target	Proposed Number of Candidates
N1 Civil/Electrical Engineering (FET/TVET)	2	
N2 Civil/Electrical Engineering (FET/TVET)	2	
N3 Civil/Electrical Engineering (FET/TVET)	2	
N4 Civil/Electrical Engineering (FET/TVET)	2	
N5 Civil/Electrical Engineering (FET/TVET)	2	
N6 Civil/Electrical Engineering (FET/TVET)	2	

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.

SDL&I Penalty and Performance Security

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 Contractor upon:

- Eskom 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.

Reporting and Monitoring

- The suppliers shall on a yearly 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.

3.4 National Industrial Participation Programme

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (DTIC) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

“NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (DTIC) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the DTIC and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the DTIC before signing the contract with Eskom.”

4. List of drawings

Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title
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ESKOM DDT 8031, 3147, 3148, 3138, 2805, 2806, 2808, 2816, 8004, 8005, 8006, 8007, 8008, 8010, 8011, 8015, 8016, 8017, 8021, 8077.