

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.



NEC3 Supply Contract (SC3)

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

**And
(Reg No.)**

**For The manufacture, supply and delivery of various
padlocks within the LimLanga Cluster on an “as and
when” required basis over a period of 60 months.**

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CONTRACT No. E1334DXMPVOU

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

The tenderer, identified in the Offer signature block, has.

<i>Either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>Or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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: <i>(Insert name and address of organisation)</i>			
Name & signature of witness		Date	

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the Purchaser
Signature		
Name		
Capacity		
On behalf of (Insert name and address of organisation)		Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness		
Date		

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C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages. A delay damage of R30 00/day will be charged capped at 15% of the total purchase order value. Should the capped value be reached, Eskom will reserve the right to purchase the shortfall elsewhere and possibly decide to terminate the contract due to non-performance
		X13: Performance bond
		Z: Clauses
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8000
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	To be advised
	Address	Eskom Megawatt Park 1 Maxwell Drive Sunninghill Johannesburg
	Tel	+27 15 230 1773

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

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	Fax	N/A	
	e-mail	MahlapT@eskom.co.za	
11.2(13)	The <i>goods</i> are	Padlocks	
11.2(13)	The <i>services</i> are	The manufacture and supply of padlocks within the LimLanga Cluster.	
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late deliveries 2. Supply of incorrect product / product out of Eskom designs / specifications. 3. Manufacturing of equipment without an approved Task Order 	
11.2(15)	The Goods Information is in	Part 3: Scope of Work	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	One [1] week	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	To be advised	
30.1	The <i>delivery date</i> of the goods and services is:	The delivery date will be specified in each Purchase order	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	[1] weeks of the Purchase Order Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks	
4	Testing and defects		
42	The <i>defects date</i> is	12 months from the date of delivery per purchase order for goods and services.	
43.2	The <i>defect correction period</i> is	To be advised	
42.2	The <i>defects access period</i> is	1 weeks or as agreed by the parties.	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	

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51.2	The period within which payments are made is	Within (To be determined by the contract value) days from date of delivery and/or collection of the goods, receipt of a valid tax invoice with all necessary documentation as required by Purchaser's Account Payable Section to the Supplier's nominated bank account.
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	As per the terms and conditions of the NEC3 Supply Contract (April 2013).
7	Title	As per the terms and conditions of the NEC3 Supply Contract (April 2013).
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	Not applicable
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	<p>In the event that the appointed successful manufacturer(s) are unable to meet Eskom's full requirements of the Contract; Eskom shall implement the following solution:</p> <ul style="list-style-type: none"> Procure from an alternative manufacturer(s) at the offered prices and claim the difference from the awarded manufacturer(s). This shall be dealt with the NEC 3 Supply Contract conditions in terms of clause 88.1 (The Supplier's liability to the Purchaser for indirect or consequential loss,

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		<p>including loss of profit, revenue and goodwill is limited to the following applies) : Should the Supplier fail to perform in terms of timeous delivery, after remedial measures have been put in place and agreed upon, Eskom reserves the right to purchase the shortfall of goods on order elsewhere. The Supplier will be liable for the total difference in cost of the items relevant to the shortfall, should the purchase price of an Alternative Supplier exceed the Suppliers contracted price for the specific purchase order to which the non-performance is attributed to.</p> <ul style="list-style-type: none"> The defaulting manufacturer(s) will be disqualified from participating in the subsequent RFQ until such time that they close the Notification of default (NOD) or Non -Conformance Report (NCR). <p>Any other matter excluding the above mentioned, where it is proven that the contractor is liable the amount payable will be determined upon investigation</p>
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 and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices.
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices.
88.5	The <i>end of liability date</i> is	5 years after Delivery of the whole of the <i>goods</i> and <i>services</i> .
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

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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	<div>Rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted in accordance with the published SEIFSA INDICES. (Reference to be made to the price list)</div> <table><tr><td>Proposed table</td><td>Weight</td></tr><tr><td>Table Q-(A), Hot Rolled Steel Type, 304</td><td>85%</td></tr><tr><td>Fixed Portion</td><td>15%</td></tr><tr><td>Total</td><td>100%</td></tr></table>	Proposed table	Weight	Table Q-(A), Hot Rolled Steel Type, 304	85%	Fixed Portion	15%	Total	100%
Proposed table	Weight									
Table Q-(A), Hot Rolled Steel Type, 304	85%									
Fixed Portion	15%									
Total	100%									
X2	Changes in the law									
X2.1	A change in the law of	As per the terms and conditions of the NEC3 Supply Contract April 2013 (SC3).								
X7	Delay damages									
X7.1	Delay damages for Delivery are.	A delay damage of R3000/day will be charged capped at 15% of the total purchase order value. Should the capped value be reached, Eskom will reserve the right to purchase the shortfall elsewhere and possibly decide to terminate the contract due to non-performance								
X13	Performance bond									
X13.1	The amount of the performance bond is	To be advised at contract award stage.								
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply for Eskom								
Z1	Cession delegation and assignment									
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .									

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Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> 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 <i>Supplier</i> 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 <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i> .
Z4.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> 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

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	not, or cannot, be obtained, then the <i>Supplier</i> 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 <i>goods</i> or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i> .
Z4.5	The <i>Supplier</i> 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 <i>Supply Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Supplier</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the <i>goods</i> and execution of the <i>services</i>.</p> <p>Without limitation the <i>Supplier</i>:</p> <ul style="list-style-type: none"> 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 <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Supplier</i> , 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 <i>Supplier's</i> 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 <i>Supply Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Purchaser's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Purchaser</i> 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 <i>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Supplier</i> (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 <i>Purchaser's</i> VAT number 4740101508 on each invoice he submits for payment.

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Z8	Notifying compensation events
Z8.1	As per the terms and conditions of the NEC3 Supply Contract (April 2013).
Z9	Purchaser's limitation of liability
Z9.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> 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 <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> 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 <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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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 <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> 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 <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the Services for this reason.
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> 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 <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, plant and materials	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p>
Liability for loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<p><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.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing

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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 *Purchaser's* 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.

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Annexure A: Supply Requirements

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

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Manufacture, supply and delivery of various padlocks within the LimLanga Cluster.	
2. The requirements for transport are	Rotran to perform transportation for the Purchaser's Account	
3. The delivery place is	To be stipulated in respective purchase orders.	
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	Purchaser(Rotran)
	Pay costs of transport	Purchaser
	Arrange access to delivery place	Purchaser
	Loading the goods	Supplier
	Unloading the goods	Purchaser
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	Supplier where applicable
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the goods	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the goods	
	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 goods 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.	

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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*

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Part of scope of works.
11.2(11)	The tendered total of the Prices is	To be stipulated in respective purchase orders.
11.2(12)	The <i>price schedule</i> is in:	C2 SC3 Pricing Data and to be stipulated in respective purchase orders.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late deliveries 2. Supply of incorrect product / product out of Eskom designs / specifications. 3. Manufacturing of equipment without an approved Task Order
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	None
30.1	The <i>delivery date</i> of the goods and services is:	<i>The delivery date will be specified in each Purchase Order</i>
31.1	The programme identified in the Contract Data is contained in:	The <i>Supplier</i> submits a first programme to the Supply Manager for the acceptance within one week period after the purchase order date as stated in the Contract Data
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

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PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	28
C2.2	The <i>price schedule</i>	[30]

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C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<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*

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

Format of the *price schedule*

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

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

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

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

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C2.2 the *price schedule*

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

Item no	Description
1	White for General Master Lock
2	Orange for Restricted Area Master lock
3	Green for Prohibited Area Master Lock
4	Yellow for Operating Master Lock
5	Black for Live Chamber Master Lock
6	Blue for TSO Master Lock

Note:

Tender prices are not applicable at this stage. The manufacturers will be requested to submit the price quotation through reverse e-auction

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PART 3: SCOPE OF WORK

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	Total number of pages	

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C3.1: *PURCHASER’S* GOODS INFORMATION

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1 Overview and purpose of the goods and services

There is currently no existing contract for these padlocks and procurement is currently sourcing the padlocks on Ad hoc basis. The contract for padlocks has ended and therefore we are establishing this contract. The need arose as a result of the Meter Kiosk boxes which are utilised by small and large power users for power connection. The padlocks are a mandatory item as they are required to lock these Meter Kiosk boxes to prevent tampering with breakers and programmable meters. The padlocks will reduce the rate of illegal connections and damage to Eskom property when kiosks and subs are vandalised impacts on human lives (electrocution). Availability of padlocks will be easy to manage risk and reduce costs on damaged property or item furthermore if there's is a contract in place, it will be easy to do a release order from the contract and expedite on delivery.

2 Specification and description of the goods

The high-level scope of work is as follows:

List of supply and delivery of Padlocks total estimated consumption:

Eskom Standard	LOU SAP No:	MOU SAP No:	Description:
240 - 70500896	0573486	0573487	White for General Master Lock
	0187155	0187156	Orange for Restricted Area Master lock
	0187162	0187163	Green for Prohibited Area Master Lock
	0187169	0187170	Yellow for Operating Master Lock
	0187176	0187177	Black for Live Chamber Master Lock
	0187183	0187184	Blue for TSO Master Lock

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

N/A

2.2 Other requirements of the *Supplier's* design

N/A

2.3 Use of *Supplier's* design

N/A

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2.4 Manufacture & fabrication

The *Supplier* warrants that's the *goods* and material are new, unused as per *Purchaser* standard, and fit for purpose to be used in the final destination and other locations stated in the Goods Information. Refer to Eskom 240-105658000 (QM 58) Specification (Supplier Quality Management: Specification

2.5 Factory acceptance testing (FAT)

Purchaser to perform factory acceptance testing (FAT) for the first consignment.

Where the products are manufactured in South Africa, a notification of inspection must be communicated at least 7 (seven) working days prior to the testing.

After contract award, *Purchaser* shall at Eskom's sole discretion evaluate the *goods* at any stage during the manufacturing and fabrication process to determine that the *goods* meet the requirements of the specification.

2.6 Other tests and inspections and commissioning in place of use

N/A

2.7 Operating manuals and maintenance schedules

N/A

3 Specification of the *services* to be provided

N/A

4 Constraints on how the *Supplier* Provides the Goods

4.1 Programming constraints

None

4.2 Work to be done by the Delivery Date

All Work to be done will be stated in the Task Order.

4.3 Cooperating with Others

N/A

4.4 Management meetings

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

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Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when necessary	Alternate between <i>Supplier & Purchaser</i> premise OR Virtually	<i>Purchaser, Supplier</i> , and others that may be invited
Overall contract progress and feedback	Quarterly Progress review meeting	Alternate between <i>Supplier & Purchaser</i> premise OR Virtually	<i>Purchaser, Supplier</i> and others that may be invited
Technical and Quality	Once or Twice a year	Alternate between <i>Supplier & Purchaser</i> premise OR Virtually	<i>Purchaser, Supplier</i> and others that may be invited

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.

4.5 Documentation control

All communication is to be channelled through the *Purchaser's Representative* and *Suppliers* key person.

4.6 Health and safety risk management

It should be noted that this tender is exempted from the OHS prerequisites for tendering process because Eskom Rotek Industries will be responsible for the transportation of the goods.

4.7 Environmental constraints and management

N/A

4.8 Quality

Contract Execution

The *Supplier* shall submit the following documents within 30 days or as per stated timeline after the Contract Date, prior to the commencement of work, for acceptance by Eskom:

- The *Supplier* shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- The *Supplier* shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.

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- The sub-supplier QCP/ ITP shall be submitted for review and comment by the *Supplier* and by Eskom within 30 days or as per stated timeline after the award of the tender. All *Supplier* and Eskom comments shall be resolved prior to commencing work.
- The equipment lists and an indication of pressurised components and systems.

Note: These plans are to be compiled in line with Eskom’s requirements and will have to be discussed with, and approved by, Eskom prior to any work commencing.

- Correspondence shall be directed to the *Supply Manager*, and periodic quality review meetings shall be convened by Eskom with the *Supplier*.
- The mandatory quality review meetings are to be convened by the nominated project quality manager or his/her representative for the contract.
- Monthly quality performance and management reports are to be prepared by the *Supplier* during contract execution. The content of these reports shall be agreed by Eskom when submitted to Eskom on a monthly basis.

Supplier Quality Performance Monitoring Phase

The *Supplier* shall adhere to the *Supplier Contract Quality Requirements Specification QM58 (240-105658000)* during the contract execution, with special reference but not limited to:

- (Reference 3.5.2) The *Supplier* shall submit the following documents 30 (thirty) days after contract award:
- A Contract Quality Plan and QCP/ITP(s) for review and acceptance by the *Purchaser* prior to the commencement of any work, inclusive of subcontracted work. This shall be reviewed and signed off by the *Purchaser*.
- QCP/ITP(s) during contract execution shall be adhered to.
- *Purchaser* to perform first consignment release, a self - release will be issued *Supplier* upon satisfactory report.
- *Supplier* to keep record of non-conformance & inspection defect/reject reports and Non-conformance Reports to be reconcile with the record of the *Purchaser* during interphase meeting.

4.9 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;
- (add other as required)

Tax invoices must be sent to INVOICESESKOMLOCAL@ESKOM.CO.ZA for processing

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

4.10 Insurance provided by the *Purchaser*

As per NEC Core Clause 8.

4.11 Contract change management

N/A

4.12 Provision of bonds and guarantees

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

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

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

N/A

5 Procurement

5.1 Subcontracting

5.1.1 Preferred subcontractors

The target for subcontracting is minimum of 30% of the local content.

The allocation of the sub-contracted amount shall be 30% of the contract value to QSE's and EME's with minimum 51% black ownership

5.1.2 Limitations on subcontracting

Subcontracting must be approved by the Purchaser.

SDL&I TARGETS

1. B- BBEE requirements

All tenderers are required at a minimum, to maintain their BBBEE status throughout the contract period:

2. Declaration Certificate For Production And Content For Designated Sectors

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

- **Local Procurement Content**

Local Procurement Content refers to value added in South Africa by South African resources. This contract only involves local goods and/or services, thus, local procurement content is **100%**.

3. Procurement spend on entities with a minimum 51% black ownership – Not Applicable

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

The tenderer will be required to propose as follows:

Procurement from Designated Group	Tenderer's Proposal
Procurement from EME/QSE >51% owned by Black People	

4. Jobs

Tenderers will be required to report on the number of jobs created and or retained as a result of this contract.

Number of Jobs to be Created	Number of Jobs to be Retained

5. Skills Development

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

Skill type / Occupation	Eskom's Target	Tenderer's Proposal
Artisan (candidates with mechanical engineering qualification – TVET)	5 (1 per annum)	
Machine Operators	5 (1 per annum)	
Machine Programmer	5 (1 per annum)	

Reporting and Monitoring

Not applicable

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

SECTION 37(2) AGREEMENT CONCLUDED BETWEEN ESKOM HOLDINGS SOC LIMITED

(Hereinafter referred to as Eskom)

AND

.....
(Name of contractor/supplier)

I,[(name)representing
 [insert name of contractor/supplier], do hereby
 acknowledge that [insert name of contractor/supplier] is an
 employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of
 1993 (“the Act”), as amended, and agree to ensure that all work will be performed and/or machinery or plant
 used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly
 adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and
 Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
 details of project/service, for example, name, contract/project number]
 and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
 [insert name of contractor/supplier] and Eskom, which
 will ensure compliance by [insert name of contractor/supplier]
 with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver
 of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of
 any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification,
 waiver, or consent shall be effective

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only in the specific instance and for the specific purpose and to the extent for which it was made or given.
 This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the
 requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of (supplier/contractor)

Contractor Responsible Manager (responsible for signing the Eskom contract
 on behalf of the contractor)

Witnesses

1.

2.

The manufacture, supply and delivery of various padlocks within the LimLanga Cluster on an “as and when” required basis over a period of 60 months.

Signed this day of20.....

at (*Place*)

(*Full name*..... (*Signature*).....on

Behalf of **Eskom Holdings SOC Limited.**

(Contracts and/or Project Manager or Eskom’s representative)

Witnesses

1.

2.