

**Supply And Delivery of the new MACH 4002 Time Server Routers and Computer Migration Servers, HP Z400, one time purchase, to Camden Power Station**



**NEC3 Supply Contract (SC3)**

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

**and <insert company on contract with here>**

**for Supply And Delivery of new Mach 4002 Time Servers Routers and Computer migration servers, HP Z400S one time purchase, to Camden Power Station**

<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. [Insert at award stage]**

**Supply And Delivery of the new MACH 4002 Time Server Routers and Computer Migration Servers, HP Z400, one time purchase, to Camden Power Station**

**PART C1: AGREEMENTS & CONTRACT DATA**

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**Supply And Delivery of the new MACH 4002 Time Server Routers and Computer Migration Servers, HP Z400, one time purchase, to Camden Power Station**

# C1.1 Form of Offer & Acceptance

## 1.1 Offer

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

**Supply And Delivery of new Mach 4002 Time Servers Routers and Computer migration servers, HP Z400, one time purchase, to Camden Power Station**

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	
	(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

Director

**For the tenderer:**

<insert company here>

(Insert name and address of organisation)

Name & signature of witness

Date

<sup>1</sup> 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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**1.2 Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the Purchaser**

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

*(Insert name and address of organisation)*

Name & signature of witness

Date

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

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**1.3 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.

**1.3.1.1 For the tenderer**

**1.3.1.2 For the Purchaser**

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

# C1.2 SC3 Contract Data

## 2 Part one - Data provided by the *Purchaser*

Clause	2.1 Statement	2.2 Data
1	<b>2.3 General</b>	<b>2.4</b>
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	<b>X1: Price adjustment for inflation</b>  <b>X2 Changes in the law</b>  <b>X7: Delay damages</b>  <b>Z: Additional conditions of contract</b>
10.1	The <i>Purchaser</i> is (name):  Address  Tel No.  Fax No.	<b>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</b>  <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Supply Manager</i> is (name):  Address  Tel  Fax  e-mail	<b>Muzi Nkosi</b>  <b>Camden power station</b> <b>Nucam</b> <b>2355</b>  <b>+27 (0)17 827 8229</b>  <b>NkosiMTu@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Mach 4002 Time Servers and Computer migration servers, HP Z400</b>
11.2(13)	The <i>services</i> are	<b>Supply And Delivery of new Mach 4002 Time Server Routers and Computer migration servers, one time purchase, to Camden Power Station</b>
11.2(14)	The following matters will be included in the Risk Register	<b>N/A</b>

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11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>	
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>3 week</b>	
<b>2</b>	<b>The Supplier's main responsibilities</b>	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.	
<b>3</b>	<b>Time</b>		
30.1	The <i>starting date</i> is.		
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<b>goods and services</b>	<b>delivery date</b>
		1   As per task order	6 weeks from date of order
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>N/A</b>	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>N/A</b>	
<b>4</b>	<b>Testing and defects</b>		
42	The <i>defects date</i> is	<b>1 week after Delivery</b>	
43.2	The <i>defect correction period</i> is	<b>1 week</b>	
42.2	The <i>defects access period</i> is	<b>52 Weeks</b>	
<b>5</b>	<b>Payment</b>	<b>4</b>	
50.1	The <i>assessment interval</i> is	<b>To be paid after delivery and acceptance</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>	
51.2	The period within which payments are made is	<b>4 weeks.</b>	
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and	

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(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 *mutatis mutandis* 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.

<b>6</b>	<b>Compensation events</b>	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.
<b>7</b>	<b>Title</b>	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.
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> <li>1. [●]</li> <li>2. [●]</li> <li>3. [●]</li> </ol>
84.1	<p>The <i>Purchaser</i> provides these insurances from the Insurance Table</p> <p style="margin-left: 40px;">1. Insurance against</p> <p style="margin-left: 40px;">Cover / indemnity is</p> <p style="margin-left: 40px;">The deductibles are</p>	<p><b>See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data</b></p> <p><b>Loss of or damage to the <i>goods</i>, plant and materials.</b></p> <p><b>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</b></p> <p><b>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</b></p> <p><b>See notes in data for clause 88.2 below and Annexure B</b></p>

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84.1	The <i>Supplier</i> provides these additional insurances	<b>See notes in Annexure B</b>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<b>R [•]</b>
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<p><b>Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</b></p> <p><b>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</b></p> <ul style="list-style-type: none"> <li>• <b>R15 million (fifteen million Rand) for exposure to Generation Division property;</b></li> <li>• <b>R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and;</b></li> <li>• <b>R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property</b></li> </ul> <p><b>For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).</b>
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	<b>R0.0 (zero Rand)</b>
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><b>(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" / "Format B" / "Format Dx" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></p> <p><b>and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</b></p> <ul style="list-style-type: none"> <li>• <b>R15 million (fifteen million Rand) for Generation Division property;</b></li> </ul>

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- R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;
- R1 million (one million Rand) for Distribution Division and all other Purchaser’s property

See notes in Annexure B

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:	R[•]
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	R[•]
88.5	The <i>end of liability date</i> is	[•] years after Delivery of the whole of the goods and services.

**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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

**10 Data for Option clauses**

**X1 Price adjustment for inflation**

X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by

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		0.	
		0.	
		0.	
		0.	
		0.	
		15%	non-adjustable
		100%	
<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law of	<b>is a compensation event if it occurs after the Contract Date</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		3% of task order	After 7 days
		5% of task order	After 14 days
		10% of task order	After 21 days
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z12 always apply for Eskom</b>	

**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.

**Supply And Delivery of the new MACH 4002 Time Server Routers and Computer Migration Servers, HP Z400, one time purchase, to Camden Power Station****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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

**Z5 Confidentiality**

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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

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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.

Z5.4 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*.

Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 25.4**

Z7.1 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.

Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

Z8.1 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.

Z8.2 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.

Z8.3 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

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the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

**Z9 Notifying compensation events**

- Z9.1 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".

**Z10 *Purchaser's* limitation of liability**

- Z10.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.
- Z11.2 **The contract will be terminated once the national contract with Siemens is in place.**

**Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

- Z12.1 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.

**Supply And Delivery of the new MACH 4002 Time Server Routers and Computer Migration Servers, HP Z400, one time purchase, to Camden Power Station****5 Annexure B: Insurance provided by the Purchaser**

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

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

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

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

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

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

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

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

**All other insurance**

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

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

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

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

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

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*http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\_Policies\_From\_1\_April\_2014\_To\_31\_March\_2015.aspx*

## C1.2 Contract Data

### 6 Part two - Data provided by the *Supplier*

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

6.1 Clause	6.2 Statement	6.3 Data								
10.1	The <i>Supplier</i> is (Name): <span style="color: red;">&lt;insert company details&gt;</span>  Address:  Tel No.:  Fax No.:									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is									
11.2(12)	The <i>price schedule</i> is in: <b>South African Rands</b>									
11.2(14)	The following matters will be included in the Risk Register									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are									
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="border-right: 1px dashed black; padding: 5px;"><i>goods and services</i></th> <th style="padding: 5px;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td style="border-right: 1px dashed black; text-align: center;">1</td> <td></td> </tr> <tr> <td style="border-right: 1px dashed black; text-align: center;">2</td> <td></td> </tr> <tr> <td style="border-right: 1px dashed black; text-align: center;">3</td> <td></td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1		2		3	
<i>goods and services</i>	<i>delivery date</i>									
1										
2										
3										
31.1	The programme identified in the Contract Data is contained in:									
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%								

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**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>	[•]

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## C2.1 Pricing assumptions

### 7 How goods and services are priced and assessed for payment

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

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• 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,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <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.

### 8 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.

### 9 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

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

**Format of the *price schedule***

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

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

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

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

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## C2.2 the *price schedule*

				Unit price	Total price
1	<b>Mach 4002 Time Servers and Computer migration servers, HP Z400</b>	EA	5		
2	<b>COMPUTER SRVR: MIGRATION;INTEL X58;2 GB</b>	EA	15		

The total of the Prices

### PART 3: SCOPE OF WORK

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

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**C3.1: PURCHASER’S GOODS INFORMATION**

**Contents**

**GOODS INFORMATION**

The supplier is responsible for the **Supply And Delivery of new Mach 4002 Time Servers Routers and Computer migration servers, HP Z400, one time purchase, to Camden Power Station**

As a tender evaluation criterion, the tenderer to reflect the standard availability in the market by indicating the delivery lead time of the different items.

The tenderer to provide this information based on their resources and practicality for delivery as this will form part of the contract agreement when successful.

Item nr	Description
	<p><b>COMPUTER SRVR: MIGRATION; INTEL X58;2 GB</b></p> <p><b>Mach 4002 Time Servers and Computer migration servers, HP Z400</b></p>

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## 10 Supply Requirements

- 1.1 Contractor to confirm delivery lead time of items upon receipt of order.
- 1.2 All deliveries must be delivered to Camden Power Station Main Stores.
- 1.3 Purchase orders will be issued to the *Contractor* with the required items and quantities.
- 1.4 Deliveries will be made during the week within the following hours:  
Monday, Tuesday, Wednesday, Thursday: 07h00 until 15h45  
Friday: 07h00 until 11h00  
Road conditions and security gate access to be taken into consideration for delivery to the main stores within these hours.
- 1.5 Supplier to be prepared to provide goods within an acceptable delivery period when urgently required.

### 10.1 Marking the goods

**All items delivered must clearly be marked to identify the items**

### 10.2 Documentation control

Documentation requirements covers the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the Contractor Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

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It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Camden Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Supply Manager*.

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

### 10.3 Health and safety risk management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, 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 the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and 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 *Contractor's* direction and control, likewise observe and comply with the foregoing.

The *Contractor*, in and about the execution of the *service*, 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 *Contractor's* direction and control, likewise observe and comply with the foregoing.

### 10.4 Environmental constraints and management

All service providers appointed to render any services within Eskom Camden Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the works. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Camden Power Station and any service providers.

It should always be noted that Camden Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Camden Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental

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management, with the objective of improving overall environmental performance. The Contractor must consult with Camden Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation( e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Supply Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Camden Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

#### Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

#### Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

## 10.5 Quality

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Supply Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Supply Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Supply Manager* but will not be greater than one year.

### 3.3.2 Quality Control Plan

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The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Supply Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Supply Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Supply Manager* accepts.

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

*Employer* may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

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List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - Employer  
 OHS Act, GMR 2(1) - Supervision of Machinery  
 OHS Act, GMR 2(7) - Assist the designated person  
 OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)  
 OHS Act, CR 6(2) – Assistant Construction Supervisor  
 OHS Act, Section 17 - Health and Safety Rep  
 OHS Act, GAR 9 – Incident investigation  
 OHS Act, CR 12 – Demolition work  
 OHS Act, CR 19 – Explosive Powered Tools  
 OHS Act, CR 22 – Electrical installations and machinery  
 OHS Act, GSR 3 – First Aiders

## 10.6 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Ltd  
 Reg. No. 2002/015527/30  
 Accounts Payable  
 Email to: [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

All invoices are hand delivered to the Camden Finance Department (Account payables) and include on each invoice the following information:

Name and address of the *Contractor* and the *Supply Manager*;  
 The contract number and title;  
*Contractor's* VAT registration number;  
 The *Employer's* VAT registration number 4740101508;  
 Description of service provided for each item invoiced based on the Price List;  
 Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

*Contractor* is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

### **Goods Delivered Invoices**

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- a) Once the Goods are delivered, the *Supply Manager* preforms a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Supply Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

**2.6.3 Invoices linked to commodity prices**

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

**2.6.4 Retention Invoices**

- a) The requirements are the same as for Goods Delivered and service related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the *Supply Manager* and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the *Supply Manager* to the Documentation Centre to effect payment.

**2.6.5 Foreign exchange Invoices**

- a) The requirements are the same as for Goods Delivered and *service* related Invoices.
- b) The following has to be attached to the Invoice before it will be processed: Commercial invoice. Bill of entry (SAD500), SARS release notification, Customs worksheet, Bill of Lading or Airway Bill and approved Exchange Control Approval (EXCON).

**2.6.6 General Information related to Eskom Invoices**

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

**Note:**

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Supply Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned

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where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).

3.

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

**10.7 Contract change management**

Any change of the *Contractor's* company ownership should be communicated through to the *Supply Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Supply Manager*.

If the *Employer's Supply Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

**10.8 Records of Defined Cost to be kept by the Contractor**

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Supply Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Supply Manager* at all times.

**10.9 Insurance provided by the Employer**

As stated in Contract Data and as per Annexure A within this Service Agreement.

**10.10 Training workshops and technology transfer**

The *Supply Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme, and reflects the required manufacturing completion dates.

The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Supply Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

**10.11 Design and supply of Equipment**

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Details of the design of Equipment is shared with the *Supply Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Supply Manager* for acceptance when the *Supply Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

**10.12 Things provided at the end of the *service period* for the *Employer's* use****10.12.1 Equipment**

NONE

**10.12.2 Information and other things**

The *Contractor* has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the *Employer* to provide the *service*.

At the end of the *service period* the *Contractor* returns all Equipment and surplus materials to the *Employer*. Provides items of equipment for the *Employer's* use as stated in the Service Information and provides information and other things as stated in the Service Information.

**10.13 Insurance provided by the *Purchaser***

As stated in Contract Data and as per Annexure B.

**10.14 Contract change management**

Any change of the *Contractor's* company ownership should be communicated through to the *Supply Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Supply Manager*.

If the *Employer's* *Supply Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

**10.15 Records of Defined Cost to be kept by the *Contractor***

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Supply Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.

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- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Supply Manager* at all times

**10.16 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.

**11 Procurement****11.1 Subcontracting****11.1.1 Limitations on subcontracting**

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.

**11.1.2 Subcontract documentation, and assessment of subcontract tenders**

When the Contractor uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting.

**11.1.3 Limitations on subcontracting**

The Contractor submits the name of each proposed Subcontractor to the Supply Manager for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the Service.

The Contractor does not appoint a Subcontractor until the Supply Manager accepted them.

**11.1.4 Other requirements related to procurement**

N/A

**12 List of drawings****12.1 Drawings issued by the *Purchaser***

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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
None		

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**PART 4: SITE INFORMATION**

**General description**

Camden Power Station is a coal-fired power plant operated by Eskom Holdings SOC Ltd. It is located approximately 10 km southeast of Ermelo in Mpumalanga, South Africa. Ermelo serves as the nearest town and a central hub for the surrounding mining and agricultural industries. Camden Power Station is classified as a National Key Point due to its strategic role in South Africa’s electricity supply.

The station was originally commissioned in the late 1960s, with a total installed capacity of 1,600 MW, consisting of eight generating units. It was later decommissioned but recommissioned in the mid-2000s to support Eskom’s efforts in meeting growing electricity demand. The power station primarily uses coal as its fuel source, sourced from local mines, and employs a combination of coal mills, boilers, and turbines to generate power.

Camden Power Station is equipped with modern control and instrumentation systems that facilitate real-time monitoring and efficient management of plant operations. The facility also incorporates environmental compliance measures to manage emissions and ensure sustainable operations. Its infrastructure includes workshops, administrative buildings, coal storage areas, and water treatment facilities necessary for the power generation process.

**Existing buildings, structures, and plant & machinery on the Site**

Not applicable. The *Contractor* to specify any information required if necessary.

**Subsoil information**

Not applicable. The *Contractor* to specify any information required if necessary.

**Hidden services**

All known services will be brought to the attention of the Contractor by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

**Other reports and publicly available information**

*The assumed 1 in 10 year rainfall figures are:*

Month	Cumulative rain (mm)	No of days with rainfall > 10mm
January	200	6
February	150	6
March	120	5
April	110	4

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May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6