



NEC3 Supply Contract (SC3)

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

and **The Tenderer**

for The Manufacture, Supply and Delivery of estimated quantities of Personal Protective Equipment - Workwear on an “as and when” required basis to various sites located in Distribution - Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three (3) years.

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

TENDER No. KZN092
CLOSING DATE 10 AUGUST 2023

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

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

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

C1.1 Form of Offer & Acceptance

Offer

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

The Manufacture, Supply and Delivery of estimated quantities of Personal Protective Equipment - Workwear on an “as and when” required basis to various sites located in Distribution - Central East Cluster (Kwa-Zulu Natal and Free State Operating Units) for a period of three (3) years.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Purchaser

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

Name &
signature of
witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

| Clause | Statement | Data |
|----------|--|--|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for Options | |
| | | X1: Price adjustment for inflation |
| | | X2 Changes in the law |
| | | X7: Delay damages |
| | | Z: <i>Additional conditions of contract</i> |
| | of the NEC3 Supply Contract (December 2009) ² | |
| 10.1 | The <i>Purchaser</i> is | Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa |
| | Address | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg |
| 10.1 | The <i>Supply Manager</i> is (name): | Lwazi Nzama/Ntsebeng Makana |
| | Tel | +27 31 710 5328/+27 51 404 5044 |
| | e-mail | NzamaLW@eskom.co.za/MakanaNE@eskom.co.za |
| 11.2(13) | The <i>goods</i> are | Personal Protective Equipment (PPE) - Workwear |
| 11.2(14) | The following matters will be included in the Risk Register | <ol style="list-style-type: none"> 1. Late deliveries 2. Changes in the Law 3. Non-conformance to specification |
| 11.2(15) | The Goods Information is in | Part 3: Scope of Work and all documents to which it makes reference. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 2 days |
| 2 | The <i>Supplier's</i> main responsibilities | Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data. |

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

| | | |
|------|--|--|
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | TBA |
| 30.1 | The delivery date of the goods: | Will be stated on the purchase order |
| 4 | Testing and defects | |
| 43.2 | The <i>defect correction period</i> is | 2 weeks |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | Monthly |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand |
| 51.2 | The period within which payments are made is | Monthly |
| 51.4 | The <i>interest rate</i> is | <p>(the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p> |
| 6 | Compensation events | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 7 | Title | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 8 | Risks, liabilities, indemnities and insurance | |
| 80.1 | These are additional <i>Purchaser's</i> risks | <ol style="list-style-type: none"> 1. Late deliveries 2. Changes in the Law |

| | | 3. Non-conformance to specification |
|----------|---|--|
| 88.1 | The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to | R0.0 (zero Rand) |
| 88.2 | For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to | <p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" insurance policy available from Eskom Group Insurance</p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R2 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property |
| 88.3 | The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to: | <p>The greater of</p> <p>the total of the Prices</p> <p>And where a claim is made against the <i>Purchaser's</i> insurance the amounts excluded and unrecoverable from the <i>Purchaser's</i> insurance</p> |
| 88.4 | The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Supplier's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters the <i>Supplier</i> is liable under this contract for:</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right |
| 88.5 | The <i>end of liability date</i> is | One year after Delivery of the whole of the <i>goods</i>. |
| 9 | Termination and dispute resolution | |
| 94.1 | The <i>Adjudicator</i> is | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of |

| | | |
|---------|---|--|
| | | Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| 94.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za) |
| 94.4(2) | The <i>tribunal</i> is: | Arbitration |
| 94.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| 94.4(5) | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body. |
| | - 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: | <div> <div>[•].</div> <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table> </div> | proportion | linked to index for | Index prepared by | 0. | [•] | [•] | 0. | [•] | [•] | 0. | [•] | [•] | 0. | [•] | [•] | 0. | [•] | [•] | [•] | non-adjustable | | 1.00 | | |
|------------|---|--|------------|---------------------|-------------------|----|-----|-----|----|-----|-----|----|-----|-----|----|-----|-----|----|-----|-----|-----|----------------|--|------|--|--|
| proportion | linked to index for | Index prepared by | | | | | | | | | | | | | | | | | | | | | | | | |
| 0. | [•] | [•] | | | | | | | | | | | | | | | | | | | | | | | | |
| 0. | [•] | [•] | | | | | | | | | | | | | | | | | | | | | | | | |
| 0. | [•] | [•] | | | | | | | | | | | | | | | | | | | | | | | | |
| 0. | [•] | [•] | | | | | | | | | | | | | | | | | | | | | | | | |
| 0. | [•] | [•] | | | | | | | | | | | | | | | | | | | | | | | | |
| [•] | non-adjustable | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |

X2 Changes in the law

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

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| X7.1 | Delay damages for Delivery are | 0.25% per day up to a maximum of 15% per batch order. |
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Z The *additional conditions of contract* are

Z1 to Z12 always apply for Eskom

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

| | |
|---------------------------|--|
| Affected Party | means, as the context requires, any party, irrespective of whether it is the <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 |
| Prohibited Action | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action. |

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other

similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

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

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:**Insurance by the Purchaser**

87

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

| Insurance against or name of policy | Minimum amount of cover or minimum limit of indemnity |
|--|--|
| Assets All Risk | Per the insurance policy document |
| Contract Works insurance | Per the insurance policy document |
| Environmental Liability | Per the insurance policy document |
| General and Public Liability | Per the insurance policy document |
| Transportation (Marine) | Per the insurance policy document |
| Motor Fleet and Mobile Plant | Per the insurance policy document |
| Terrorism | Per the insurance policy document |

| | |
|---|-----------------------------------|
| Cyber Liability | Per the insurance policy document |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document |
| Nuclear Material Damage Terrorism | Per the insurance policy document |

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

| | |
|---------------------|--|
| Measurements | measurements to verify validity of results. |
| Safe Levels | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| Standard | means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles. |
| SANAS | means the South African National Accreditation System. |
| TWA | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA. |
| Z15.1 | The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> 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 <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> 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 <i>Purchaser</i> 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 <i>Supplier's</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation. |

The Supply Requirements for this contract are as follows:

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

| Clause | Statement | Data |
|----------|---|---|
| 10.1 | The <i>Supplier</i> is (Name): Address Tel No. Fax No. | |
| 11.2(11) | The tendered total of the Prices is | Rates Based |
| 11.2(12) | The <i>price schedule</i> is in: | |
| 11.2(14) | The following matters will be included in the Risk Register | 1. Late deliveries 2. Changes in the Law 3. Non-conformance to specification |
| 30.1 | The <i>delivery date</i> of the goods is: | As per the purchase order |

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

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

PART 2: PRICING DATA
NEC3 Supply Contract

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

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

| | | |
|-------------------------------------|------|---|
| Identified and defined terms | 11 | |
| | 11.2 | (11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. |
| | | (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract. |
| Assessing the amount due | 50.2 | The amount due is |
| | | <ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p> |

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

Function of the Price Schedule

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

Preparing the price schedule

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

TENDERERS ARE REQUIRED AT ALL TIMES TO REFER TO THE LATES REVISION OF THE STANDARD (240-44175132, Rev 2) FOR THE FULL AND COMPLETE DESCRIPTIONS

PRICING TO BE INCLUSIVE OF TRANSPORT/DELIVERY COSTS

- The Price Schedule is made up of eleven (11) categories. It is envisaged that two (2) suppliers will be appointed for each category.
- Due to the difficulty in providing a forecast on every item, it is estimated that 2 530 number of employees that are employed in the Central East Cluster for both operating units, that may or may not require PPE and this number is inclusive of both males and females.
- It is further noted that not all employees may require all the items mentioned in the table below. The PPE Standard 240-120054284, states that the following quantities may be issued as follows:

| Description of PPE | Quantities issued as follows to employees (it must be noted that this is a guide in the absence of estimated quantities being provided) |
|---------------------------|---|
| Soft bush hats | 1 set on an 'as and when' required basis |
| Shirts | 3 sets per annum |
| Trousers | 3 sets per annum |
| Thermal Jacket | 1 set every 3 years |
| Operating Jacket | 1 set every 3 years |
| Socks | 5 sets per annum |
| Rainwear | 1 set on an 'as and when' required basis |
| Dust Coats | 1 set on an 'as and when' required basis |
| Reflective vests and Bibs | 1 set on an 'as and when' required basis |

| Item | SAP Number | Description | UOE | QTY | Unit Price |
|---------------------------------------|------------|--|-----|-----|------------|
| Bush Hats (Category 1) | | | | | |
| 1 | 222349 | HAT:SOFT BUSH;SMALL; 56;NAVY BLUE | ea | 1 | |
| 2 | 222351 | HAT:SOFT BUSH;MEDIUM; 57;NAVY BLUE | ea | 1 | |
| 3 | 222352 | HAT:SOFT BUSH;LARGE; 58;NAVY BLUE | ea | 1 | |
| 4 | 222353 | HAT:SOFT BUSH;X-LARGE; 59;NAVY BLUE | ea | 1 | |
| 5 | 565363 | HAT:SOFT BUSH;XX-LARGE; 60;NAVY BLUE | ea | 1 | |
| 6 | 565828 | VISOR:SUN BRIM FOR SAFETY HAT | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Socks (Category 2) | | | | | |
| 1 | 239825 | SOCKS, COTTON A/LENGTH NAVY BLUE SMALL/MEDIUM | ea | 1 | |
| 2 | 239827 | SOCKS, COTTON A/LENGTH NAVY BLUE LARGE/XLARGE | ea | 1 | |
| 3 | 239828 | SOCKS, COTTON A/LENGTH NAVY BLUE X2-LARGE/X3 LARGE | ea | 1 | |
| 4 | 239829 | SOCKS, C/LENGTH NAVY/BUE SMALL/MEDIUM | ea | 1 | |
| 5 | 239830 | SOCKS, C/LENGTH NAVY/BUE LARGE/X-LARGE | ea | 1 | |
| 6 | 239831 | SOCKS, C/LENGTH NAVY/BUE X2-LARGE/X3 LARGE | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |

| Overalls – One/Two Piece (Category 3) | | | | | |
|---------------------------------------|--------|--|----|---|--|
| 1. | 222529 | OVERALL: ARTISAN BOILER SUIT ;77 CM | ea | 1 | |
| 2. | 222530 | OVERALL: ARTISAN BOILER SUIT ;82 CM | ea | 1 | |
| 3. | 222531 | OVERALL: ARTISAN BOILER SUIT ;87 CM | ea | 1 | |
| 4. | 222533 | OVERALL: ARTISAN BOILER SUIT ;92 CM | ea | 1 | |
| 5. | 222534 | OVERALL: ARTISAN BOILER SUIT ;97 CM | ea | 1 | |
| 6. | 566588 | OVERALL: ARTISAN BOILER SUIT ;102 CM | ea | 1 | |
| 7. | 566591 | OVERALL: ARTISAN BOILER SUIT ;107 CM | ea | 1 | |
| 8. | 566598 | OVERALL: ARTISAN BOILER SUIT ;112 CM | ea | 1 | |
| 9. | 566589 | OVERALL: ARTISAN BOILER SUIT ;117 CM | ea | 1 | |
| 10. | 566599 | OVERALL: ARTISAN BOILER SUIT ;122 CM | ea | 1 | |
| 11. | 566593 | OVERALL: ARTISAN BOILER SUIT ;127 CM | ea | 1 | |
| 12. | 566600 | OVERALL: ACID/ALKALI ;77 CM | ea | 1 | |
| 13. | 566601 | OVERALL: ACID/ALKALI ;82 CM | ea | 1 | |
| 14. | 566602 | OVERALL: ACID/ALKALI ;87 CM | ea | 1 | |
| 15. | 566603 | OVERALL: ACID/ALKALI ;92 CM | ea | 1 | |
| 16. | 566604 | OVERALL: ACID/ALKALI ;97 CM | ea | 1 | |
| 17. | 566605 | OVERALL: ACID/ALKALI ;102 CM | ea | 1 | |
| 18. | 566606 | OVERALL: ACID/ALKALI ;107 CM | ea | 1 | |
| 19. | 566607 | OVERALL: ACID/ALKALI ;112 CM | ea | 1 | |
| 20. | 566608 | OVERALL: ACID/ALKALI ;117 CM | ea | 1 | |
| 21. | 566609 | OVERALL: ACID/ALKALI ;122 CM | ea | 1 | |
| 22. | 566610 | OVERALL: ACID/ALKALI ;127 CM | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Trousers – Ladies/Men's (Category 4) | | | | | |
| 1 | 222467 | TROUSERS:MEN LONG;77 CM;NAVY BLUE | ea | 1 | |
| 2 | 222468 | TROUSERS:MEN LONG;82 CM;NAVY BLUE | ea | 1 | |
| 3 | 222469 | TROUSERS:MEN LONG;87 CM;NAVY BLUE | ea | 1 | |
| 4 | 222470 | TROUSERS:MEN LONG;92 CM;NAVY BLUE | ea | 1 | |
| 5 | 222471 | TROUSERS:MEN LONG;97 CM;NAVY BLUE | ea | 1 | |
| 6 | 222472 | TROUSERS:MEN LONG;102 CM;NAVY BLUE | ea | 1 | |
| 7 | 222473 | TROUSERS:MEN LONG;107 CM;NAVY BLUE | ea | 1 | |
| 8 | 222474 | TROUSERS:MEN LONG;112 CM;NAVY BLUE | ea | 1 | |
| 9 | 222476 | TROUSERS:MEN LONG;117 CM;NAVY BLUE | ea | 1 | |
| 10 | 222477 | TROUSERS:MEN LONG;122 CM;NAVY BLUE | ea | 1 | |
| 11 | 222478 | TROUSERS:MEN LONG;127 CM;NAVY BLUE | ea | 1 | |
| 12 | 222479 | TROUSERS:MEN LONG;132 CM;NAVY BLUE | ea | 1 | |
| 13 | 222499 | TROUSERS:LADIES LONG;26; 67;NAVY BLUE | ea | 1 | |
| 14 | 222500 | TROUSERS:LADIES LONG;28; 72;NAVY BLUE | ea | 1 | |
| 15 | 222501 | TROUSERS:LADIES LONG;30; 77;NAVY BLUE | ea | 1 | |
| 16 | 222502 | TROUSERS:LADIES LONG;32; 82;NAVY BLUE | ea | 1 | |
| 17 | 222503 | TROUSERS:LADIES LONG;34; 87;NAVY BLUE | ea | 1 | |
| 18 | 222504 | TROUSERS:LADIES LONG;36; 92;NAVY BLUE | ea | 1 | |
| 19 | 222505 | TROUSERS:LADIES LONG;38; 97;NAVY BLUE | ea | 1 | |
| 20 | 222506 | TROUSERS:LADIES LONG;40; 102;NAVY BLUE | ea | 1 | |
| 21 | 222507 | TROUSERS:LADIES LONG;42; 107;NAVY BLUE | ea | 1 | |
| 22 | 222508 | TROUSERS:LADIES LONG;44; 112;NAVY BLUE | ea | 1 | |

| | | | | | |
|--|--------|--|----|---|--|
| 23 | 222509 | TROUSERS:LADIES LONG;46; 117;NAVY BLUE | ea | 1 | |
| 24 | 222510 | TROUSERS:LADIES LONG;48; 122;NAVY BLUE | ea | 1 | |
| 25 | 222511 | TROUSERS:LADIES LONG;50; 127;NAVY BLUE | ea | 1 | |
| 26 | 222512 | TROUSERS:LADIES LONG;52; 132;NAVY BLUE | ea | 1 | |
| 27 | 222513 | TROUSERS:LADIES LONG;54; 137;NAVY BLUE | ea | 1 | |
| 28 | 576286 | TROUSERS:ACID/ALKALI ;77 CM | ea | 1 | |
| 29 | 576287 | TROUSERS:ACID/ALKALI ;82 CM | ea | 1 | |
| 30 | 576288 | TROUSERS:ACID/ALKALI ;87 CM | ea | 1 | |
| 31 | 576301 | TROUSERS:ACID/ALKALI ;92 CM | ea | 1 | |
| 32 | 576289 | TROUSERS:ACID/ALKALI ;97 CM | ea | 1 | |
| 33 | 576290 | TROUSERS:ACID/ALKALI ;102 CM | ea | 1 | |
| 34 | 576291 | TROUSERS:ACID/ALKALI ;107 CM | ea | 1 | |
| 35 | 576292 | TROUSERS:ACID/ALKALI ;112 CM | ea | 1 | |
| 36 | 576293 | TROUSERS:ACID/ALKALI ;117 CM | ea | 1 | |
| 37 | 576294 | TROUSERS:ACID/ALKALI ;122 CM | ea | 1 | |
| 38 | 576295 | TROUSERS:ACID/ALKALI ;127 CM | ea | 1 | |
| 39 | 576296 | TROUSERS:ACID/ALKALI ;132 CM | ea | 1 | |
| 40 | 576297 | TROUSERS:ACID/ALKALI ;137 CM | ea | 1 | |
| 41 | 576298 | TROUSERS:ACID/ALKALI ;142 CM | ea | 1 | |
| 42 | 576299 | TROUSERS:ACID/ALKALI ;142 CM | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Shirts, Men's/ Ladies(Category 5) | | | | | |
| 1 | 222367 | SHIRT:MEN LONG SLEEVE;36 CM; | ea | 1 | |
| 2 | 222370 | SHIRT:MEN LONG SLEEVE;37 CM; | ea | 1 | |
| 3 | 222371 | SHIRT:MEN LONG SLEEVE;38 CM; | ea | 1 | |
| 4 | 222372 | SHIRT:MEN LONG SLEEVE;39 CM; | ea | 1 | |
| 5 | 222374 | SHIRT:MEN LONG SLEEVE;40 CM; | ea | 1 | |
| 6 | 222375 | SHIRT:MEN LONG SLEEVE;41 CM; | ea | 1 | |
| 7 | 222376 | SHIRT:MEN LONG SLEEVE;42 CM; | ea | 1 | |
| 8 | 222377 | SHIRT:MEN LONG SLEEVE;43 CM; | ea | 1 | |
| 9 | 222378 | SHIRT:MEN LONG SLEEVE;44 CM; | ea | 1 | |
| 10 | 222379 | SHIRT:MEN LONG SLEEVE;45 CM; | ea | 1 | |
| 11 | 222380 | SHIRT:MEN LONG SLEEVE;46 CM; | ea | 1 | |
| 12 | 222381 | SHIRT:MEN LONG SLEEVE;47 CM; | ea | 1 | |
| 13 | 222382 | SHIRT:MEN LONG SLEEVE;48 CM; | ea | 1 | |
| 14 | 222383 | SHIRT:MEN LONG SLEEVE;49 CM; | ea | 1 | |
| 15 | 222384 | SHIRT:MEN SHORT SLEEVE;36 CM; | ea | 1 | |
| 16 | 222386 | SHIRT:MEN SHORT SLEEVE;37 CM; | ea | 1 | |
| 17 | 222387 | SHIRT:MEN SHORT SLEEVE;38 CM; | ea | 1 | |
| 18 | 222389 | SHIRT:MEN SHORT SLEEVE;39 CM; | ea | 1 | |
| 19 | 222390 | SHIRT:MEN SHORT SLEEVE;40 CM; | ea | 1 | |
| 20 | 222391 | SHIRT:MEN SHORT SLEEVE;41 CM; | ea | 1 | |
| 21 | 222392 | SHIRT:MEN SHORT SLEEVE;42 CM; | ea | 1 | |
| 22 | 222393 | SHIRT:MEN SHORT SLEEVE;43 CM; | ea | 1 | |
| 23 | 222394 | SHIRT:MEN SHORT SLEEVE;44 CM; | ea | 1 | |
| 24 | 222395 | SHIRT:MEN SHORT SLEEVE;45 CM; | ea | 1 | |
| 25 | 222396 | SHIRT:MEN SHORT SLEEVE;46 CM; | ea | 1 | |

| | | | | | |
|--|--------|-----------------------------------|----|---|--|
| 26 | 222397 | SHIRT,MEN SHORT SLEEVE;47 CM; | ea | 1 | |
| 27 | 222398 | SHIRT,MEN SHORT SLEEVE;48 CM; | ea | 1 | |
| 28 | 222399 | SHIRT,MEN SHORT SLEEVE;49 CM; | ea | 1 | |
| 29 | 222401 | SHIRT,WOMAN:LONG;77 CM; | ea | 1 | |
| 30 | 222402 | SHIRT,WOMAN:LONG;82 CM; | ea | 1 | |
| 31 | 222403 | SHIRT,WOMAN:LONG;87 CM; | ea | 1 | |
| 32 | 222404 | SHIRT,WOMAN:LONG;92 CM; | ea | 1 | |
| 33 | 565829 | SHIRT,WOMAN:LONG;97 CM; | ea | 1 | |
| 34 | 222405 | SHIRT,WOMAN:LONG;102 CM; | ea | 1 | |
| 35 | 222406 | SHIRT,WOMAN:LONG;107 CM; | ea | 1 | |
| 36 | 222407 | SHIRT,WOMAN:LONG;112 CM; | ea | 1 | |
| 37 | 222408 | SHIRT,WOMAN:LONG;117 CM; | ea | 1 | |
| 38 | 222409 | SHIRT,WOMAN:LONG;122 CM; | ea | 1 | |
| 39 | 222410 | SHIRT,WOMAN:LONG;127 CM; | ea | 1 | |
| 40 | 222411 | SHIRT,WOMAN:LONG;132 CM; | ea | 1 | |
| 41 | 222412 | SHIRT,WOMAN:LONG;137 CM; | ea | 1 | |
| 42 | 222413 | SHIRT,WOMAN:LONG;142 CM; | ea | 1 | |
| 43 | 222414 | SHIRT,WOMAN:LONG;147 CM; | ea | 1 | |
| 44 | 222415 | SHIRT,WOMAN:SHORT;77 CM; | ea | 1 | |
| 45 | 222416 | SHIRT,WOMAN:SHORT;82 CM; | ea | 1 | |
| 46 | 222417 | SHIRT,WOMAN:SHORT;87 CM; | ea | 1 | |
| 47 | 222418 | SHIRT,WOMAN:SHORT;92 CM; | ea | 1 | |
| 48 | 565830 | SHIRT,WOMAN:SHORT;97 CM; | ea | 1 | |
| 49 | 222419 | SHIRT,WOMAN:SHORT;102 CM; | ea | 1 | |
| 50 | 222420 | SHIRT,WOMAN:SHORT;107 CM; | ea | 1 | |
| 51 | 222421 | SHIRT,WOMAN:SHORT;112 CM; | ea | 1 | |
| 52 | 222422 | SHIRT,WOMAN:SHORT;117 CM; | ea | 1 | |
| 53 | 222423 | SHIRT,WOMAN:SHORT;122 CM; | ea | 1 | |
| 54 | 222424 | SHIRT,WOMAN:SHORT;127 CM | ea | 1 | |
| 55 | 222425 | SHIRT,WOMAN:SHORT;132 CM; | ea | 1 | |
| 56 | 222426 | SHIRT,WOMAN:SHORT;137 CM; | ea | 1 | |
| 57 | 222427 | SHIRT,WOMAN:SHORT;142 CM; | ea | 1 | |
| 58 | 222428 | SHIRT,WOMAN:SHORT;147 CM; | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Jackets (Category 6) | | | | | |
| Operating Jackets/ Operating Jackets Acid/Alki/Jacket Overall | | | | | |
| 1 | 566481 | JACKET, UTILITY: OPERATING;77 CM | ea | 1 | |
| 2 | 566482 | JACKET, UTILITY: OPERATING;82 CM | ea | 1 | |
| 3 | 222535 | JACKET, UTILITY: OPERATING;87 CM | ea | 1 | |
| 4 | 566544 | JACKET, UTILITY: OPERATING;92 CM | ea | 1 | |
| 5 | 222536 | JACKET, UTILITY: OPERATING;97 CM | ea | 1 | |
| 6 | 566494 | JACKET, UTILITY: OPERATING;102 CM | ea | 1 | |
| 7 | 222537 | JACKET, UTILITY: OPERATING;107 CM | ea | 1 | |
| 8 | 566503 | JACKET, UTILITY: OPERATING;112 CM | ea | 1 | |
| 9 | 222538 | JACKET, UTILITY: OPERATING;117 CM | ea | 1 | |
| 10 | 222539 | JACKET, UTILITY: OPERATING;122 CM | ea | 1 | |
| 11 | 566511 | JACKET, UTILITY: OPERATING;127 CM | ea | 1 | |
| 12 | 222540 | JACKET, UTILITY: OPERATING;132 CM | ea | 1 | |

| | | | | | |
|---------------------------------------|--------|-------------------------------------|----|---|--|
| 13 | 172193 | JACKET, UTILITY: OPERATING;137 CM | ea | 1 | |
| 14 | 566512 | JACKET, UTILITY: OPERATING;142 CM | ea | 1 | |
| 15 | 172192 | JACKET, UTILITY: OPERATING;147 CM | ea | 1 | |
| 16 | 566513 | JACKET, UTILITY: OPERATING;152 CM | ea | 1 | |
| 17 | 179714 | JACKET, UTILITY: OPERATING;157 CM | ea | 1 | |
| 18 | 566545 | JACKET, UTILITY: ACID/ALKALI;77 CM | ea | 1 | |
| 19 | 566546 | JACKET, UTILITY: ACID/ALKALI;82 CM | ea | 1 | |
| 20 | 566452 | JACKET, UTILITY: ACID/ALKALI;87 CM | ea | 1 | |
| 21 | 566547 | JACKET, UTILITY: ACID/ALKALI;92 CM | ea | 1 | |
| 22 | 566453 | JACKET, UTILITY: ACID/ALKALI;97 CM | ea | 1 | |
| 23 | 566548 | JACKET, UTILITY: ACID/ALKALI;102 CM | ea | 1 | |
| 24 | 566454 | JACKET, UTILITY: ACID/ALKALI;107 CM | ea | 1 | |
| 25 | 566552 | JACKET, UTILITY: ACID/ALKALI;112 CM | ea | 1 | |
| 26 | 566455 | JACKET, UTILITY: ACID/ALKALI;117 CM | ea | 1 | |
| 27 | 566456 | JACKET, UTILITY: ACID/ALKALI;122 CM | ea | 1 | |
| 28 | 566549 | JACKET, UTILITY: ACID/ALKALI;127 CM | ea | 1 | |
| 29 | 566457 | JACKET, UTILITY: ACID/ALKALI;132 CM | ea | 1 | |
| 30 | 566458 | JACKET, UTILITY: ACID/ALKALI;137 CM | ea | 1 | |
| 31 | 566550 | JACKET, UTILITY: ACID/ALKALI;142 CM | ea | 1 | |
| 32 | 566459 | JACKET, UTILITY: ACID/ALKALI;147 CM | ea | 1 | |
| 33 | 566551 | JACKET, UTILITY: ACID/ALKALI;152 CM | ea | 1 | |
| 34 | 566460 | JACKET, UTILITY: ACID/ALKALI;157 CM | ea | 1 | |
| 35 | 642998 | JACKET,OVERALL:ACID RESIST ;77 | ea | 1 | |
| 36 | 642999 | JACKET,OVERALL:ACID RESIST ;82 | ea | 1 | |
| 37 | 643000 | JACKET,OVERALL:ACID RESIST ;87 | ea | 1 | |
| 38 | 643001 | JACKET,OVERALL:ACID RESIST ;92 | ea | 1 | |
| 39 | 643002 | JACKET,OVERALL:ACID RESIST ;97 | ea | 1 | |
| 40 | 643003 | JACKET,OVERALL:ACID RESIST ;102 | ea | 1 | |
| 41 | 643004 | JACKET,OVERALL:ACID RESIST ;107 | ea | 1 | |
| 42 | 643005 | JACKET,OVERALL:ACID RESIST ;112 | ea | 1 | |
| 43 | 643006 | JACKET,OVERALL:ACID RESIST ;117 | ea | 1 | |
| 44 | 643007 | JACKET,OVERALL:ACID RESIST ;122 | ea | 1 | |
| 45 | 643008 | JACKET,OVERALL:ACID RESIST ;127 | ea | 1 | |
| 46 | 643009 | JACKET,OVERALL:ACID RESIST ;132 | ea | 1 | |
| 47 | 643010 | JACKET,OVERALL:ACID RESIST ;137 | ea | 1 | |
| 48 | 643011 | JACKET,OVERALL:ACID RESIST ;142 | ea | 1 | |
| 49 | 643012 | JACKET,OVERALL:ACID RESIST ;147 | ea | 1 | |
| 50 | 222553 | JACKET,UTILITY:THERMAL;S; 34; 87 | ea | 1 | |
| 51 | 222554 | JACKET,UTILITY:THERMAL;M; 38; 97 | ea | 1 | |
| 52 | 222555 | JACKET,UTILITY:THERMAL;L;42; 107 | ea | 1 | |
| 53 | 222556 | JACKET,UTILITY:THERMAL;XL; 46; 117 | ea | 1 | |
| 54 | 222558 | JACKET,UTILITY:THERMAL;XXL; 48; 122 | ea | 1 | |
| 55 | 222559 | JACKET,UTILITY:THERMAL;XXXL | ea | 1 | |
| 56 | 187793 | JACKET,UTILITY:THERMAL;4XL | ea | 1 | |
| 57 | 186009 | JACKET,UTILITY:THERMAL;5XL | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |

| | | | | | |
|--|--------|--|----|---|--|
| Aprons (Category 7) | | | | | |
| 1 | 160941 | APRON:CHEMICAL;WD 700MM X LG 1.1M | ea | 1 | |
| 2 | 185205 | APRON,WELDER:FULL LENGTH | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Rain Suits (Category 8) | | | | | |
| 1 | 222561 | RAINWEAR:2 PIECE SUIT;S;NAVY BLUE | ea | 1 | |
| 2 | 225676 | RAINWEAR:2 PIECE SUIT;M;NAVY BLUE | ea | 1 | |
| 3 | 222566 | RAINWEAR:2 PIECE SUIT;L;NAVY BLUE | ea | 1 | |
| 4 | 222567 | RAINWEAR:2 PIECE SUIT;XL;NAVY BLUE | ea | 1 | |
| 5 | 222568 | RAINWEAR:2 PIECE SUIT;XXL;NAVY BLUE | ea | 1 | |
| 6 | 222569 | RAINWEAR:2 PIECE SUIT;XXXL;NAVY BLUE | ea | 1 | |
| 7 | 565711 | RAINWEAR:2 PIECE SUIT;4XL;NAVY BLUE | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Freezer Suits (Category 9) | | | | | |
| 1 | 239874 | FREEZER SUITS SMALL | ea | 1 | |
| 2 | 239875 | FREEZER SUITS MEDIUM | ea | 1 | |
| 3 | 239876 | FREEZER SUITS LARGE | ea | 1 | |
| 4 | 239877 | FREEZER SUITS X-Large | ea | 1 | |
| 5 | 239878 | FREEZER SUITS SMALL 2X-Large | ea | 1 | |
| 6 | 239879 | FREEZER SUITS 3X-Large | ea | 1 | |
| 7 | 239880 | FREEZER SUITS 4X-Large | ea | 1 | |
| 8 | 239881 | FREEZER SUITS 5X-Large | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Dust Coats (Category 10) | | | | | |
| 1 | 160926 | COAT,DUST:GP;82 CM;COTTON | ea | 1 | |
| 2 | 160661 | COAT,DUST:GP;87 CM;COTTON | ea | 1 | |
| 3 | 566444 | COAT,DUST:GP;92 CM;COTTON | ea | 1 | |
| 4 | 160660 | COAT,DUST:GP;97 CM;COTTON | ea | 1 | |
| 5 | 16885 | COAT,DUST:GP;102 CM;COTTON | ea | 1 | |
| 6 | 160659 | COAT,DUST:GP;107 CM;COTTON | ea | 1 | |
| 7 | 160658 | COAT,DUST:GP;112 CM;COTTON | ea | 1 | |
| 8 | 160663 | COAT,DUST:GP;117 CM;COTTON | ea | 1 | |
| 9 | 160664 | COAT,DUST:GP;122 CM;COTTON | ea | 1 | |
| 10 | 566442 | COAT,DUST:GP;127 CM;COTTON | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |
| Reflective Vests and Bibs (Category 11) | | | | | |
| Evacuation Co-ordinator | | | | | |
| 1 | 239865 | VEST, H/VISIBLE: EVACUATION; S; NYLON | ea | 1 | |
| 2 | 239866 | VEST, H/VISIBLE: EVACUATION; M; NYLON | ea | 1 | |
| 3 | 239867 | VEST, H/VISIBLE: EVACUATION; L; NYLON | ea | 1 | |
| 4 | 239868 | VEST, H/VISIBLE: EVACUATION; XL; NYLON | ea | 1 | |
| 5 | 239869 | VEST, H/VISIBLE: EVACUATION; XXL; NYLON | ea | 1 | |
| 6 | 239871 | VEST, H/VISIBLE: EVACUATION; XXXL; NYLON | ea | 1 | |
| 7 | 239872 | VEST, H/VISIBLE: EVACUATION;4XL; NYLON | ea | 1 | |
| 8 | 239873 | VEST, H/VISIBLE: EVACUATION;5XL; NYLON | ea | 1 | |
| 9 | 565467 | VEST, H/VISIBLE: EVACUATION;6XL; NYLON | ea | 1 | |

| | | | | | |
|---|--------|---|----|---|--|
| First Aid Co-ordinator | | | | | |
| 10 | 565627 | VEST, H/VISIBLE: FIRST AID; S; NYLON | ea | 1 | |
| 11 | 565628 | VEST, H/VISIBLE: FIRST AID; M; NYLON | ea | 1 | |
| 12 | 565635 | VEST, H/VISIBLE: FIRST AID; L; NYLON | ea | 1 | |
| 13 | 565631 | VEST, H/VISIBLE: FIRST AID; XL; NYLON | ea | 1 | |
| 14 | 565629 | VEST, H/VISIBLE: FIRST AID; XXL; NYLON | ea | 1 | |
| 15 | 565630 | VEST, H/VISIBLE: FIRST AID; XXXL; NYLON | ea | 1 | |
| 16 | 565632 | VEST, H/VISIBILITY FIRST AID;4XL; NYLON | ea | 1 | |
| 17 | 565633 | VEST, H/VISIBLE: FIRST AID;5XL; NYLON | ea | 1 | |
| 18 | 565634 | VEST, H/VISIBLE: FIRST AID;6XL; NYLON | ea | 1 | |
| Fire Protection Co-ordinator (Fire Warden) | | | | | |
| 19 | 565611 | VEST, H/VISIBLE: FIRE PROTECTION; S; NYLON | ea | 1 | |
| 20 | 565612 | VEST, H/VISIBLE: FIRE PROTECTION; M; NYLON | ea | 1 | |
| 21 | 565613 | VEST, H/VISIBLE: FIRE PROTECTION; L; NYLON | ea | 1 | |
| 22 | 565614 | VEST, H/VISIBLE: FIRE PROTECTION; XL; NYLON | ea | 1 | |
| 23 | 565615 | VEST, H/VISIBLE: FIRE PROTECTION; XXL; NYLON | ea | 1 | |
| 24 | 565616 | VEST, H/ VISIBLE: FIRE PROTECTION; XXX; NYLON | ea | 1 | |
| 25 | 565617 | VEST, H/ VISIBLE: FIRE PROTECTION;4XL; NYLON | ea | 1 | |
| 26 | 565618 | VEST, H/ VISIBLE: FIRE PROTECTION;5XL; NYLON | ea | 1 | |
| 27 | 565619 | VEST, H/VISIBLE: FIRE PROTECTION;6XL; NYLON | ea | 1 | |
| Employee at Work | | | | | |
| 28 | 237954 | VEST, H/VISIBLE: EMPLOYEE AT WORK; S; NYLON | ea | 1 | |
| 29 | 565547 | VEST, H/VISIBLE: EMPLOYEE AT WORK; M; NYLON | ea | 1 | |
| 30 | 565548 | VEST, H/VISIBLE: EMPLOYEE AT WORK; L; NYLON | ea | 1 | |
| 31 | 565549 | VEST, H/VISIBLE: EMPLOYEE AT WORK; XL; NYLON | ea | 1 | |
| 32 | 565550 | VEST, H/VISIBLE: EMPLOYEE AT WORK; XXL; NYLON | ea | 1 | |
| 33 | 565551 | VEST, H/VISIBLE: EMPLOYEE AT WORK; XXXL | ea | 1 | |
| 34 | 565552 | VEST, H/VISIBLE: EMPLOYEE AT WORK;4XL; NYLON | ea | 1 | |
| 35 | 565553 | VEST, H/VISIBLE: EMPLOYEE AT WORK;5XL; NYLON | ea | 1 | |
| 36 | 565554 | VEST, H/VISIBLE: EMPLOYEE AT WORK;6XL; NYLON | ea | 1 | |
| Transport Co-ordinator | | | | | |
| 37 | 565511 | VEST, H/VISIBLE: TRANSPORT; S; NYLON | ea | 1 | |
| 38 | 565503 | VEST, H/VISIBLE: TRANSPORT; M; NYLON | ea | 1 | |
| 39 | 565505 | VEST, H/VISIBLE: TRANSPORT; L; NYLON | ea | 1 | |
| 40 | 565506 | VEST, H/VISIBLE: TRANSPORT; XL; NYLON | ea | 1 | |
| 41 | 565507 | VEST, H/VISIBLE: TRANSPORT; XXL; NYLON | ea | 1 | |
| 42 | 565504 | VEST, H/VISIBLE: TRANSPORT; XXXL; NYLON | ea | 1 | |
| 43 | 565508 | VEST, H/VISIBLE: TRANSPORT;4XL; NYLON | ea | 1 | |
| 44 | 565510 | VEST, H/VISIBLE: TRANSPORT;5XL; NYLON | ea | 1 | |
| 45 | 565509 | VEST, H/VISIBLE: TRANSPORT;6XL; NYLON | ea | 1 | |
| Management (Managers, Auditors, Observers and Security). | | | | | |
| 46 | 565536 | VEST, H/VISIBLE: MANAGEMENT; S; NYLON | ea | 1 | |
| 47 | 565537 | VEST, H/VISIBLE: MANAGEMENT; M; NYLON | ea | 1 | |
| 48 | 565538 | VEST, H/VISIBLE: MANAGEMENT; L; NYLON | ea | 1 | |
| 49 | 565539 | VEST, H/VISIBLE: MANAGEMENT; XL; NYLON | ea | 1 | |
| 50 | 565540 | VEST, H/VISIBLE: MANAGEMENT; XXL; NYLON | ea | 1 | |
| 51 | 565541 | VEST, H/VISIBLE: MANAGEMENT; XXXL; NYLON | ea | 1 | |

ESKOM HOLDINGS SOC LTD
PERSONAL PROTECTIVE EQUIPMENT (WORKWEAR) FOR THE CENTRAL EAST CLUSTER

TENDER NO: KZN091

| | | | | | |
|--------------------------------|--------|--|----|---|--|
| 52 | 565542 | VEST, H/VISIBLE: MANAGEMENT;4XL; NYLON | ea | 1 | |
| 53 | 565543 | VEST, H/VISIBLE: MANAGEMENT;5XL; NYLON | ea | 1 | |
| 54 | 565544 | VEST, H/VISIBLE: MANAGEMENT;6XL; NYLON | ea | 1 | |
| SUM TOTAL OF CATEGORY EXCL VAT | | | | | |

| | |
|----------------|--|
| LEAD TIME: | |
| SUPPLIER NAME: | |
| DESIGNATION: | |
| SIGNATURE: | |
| DATE: | |

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 | |

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

1. **Specification and description of the goods**

This enquiry calls for the Manufacture, Supply and Delivery of estimated quantities of Personal Protective Equipment (PPE) for Workwear to Distribution, Central East Cluster (FSOU & KZNOU) for a period of three (3) years. Requirements will be done on 'as and when' required by various sites and deliveries will be made to the various sites throughout the Free State and Kwa-Zulu Natal Operating Unit.

The technical specification document for Personal Protective Equipment is titled 240-44175132, Rev 2

Tenderers must abide to the criteria in order to be deemed technically compliant to supply Eskom with the Personal Protective Equipment.

The Technical Criteria is detailed in the document called: Title: Technical Evaluation Criteria for Manufacture, Supply & Delivery of PPE (Work Wear).

Tenderers who do not meet the threshold of 90% for functionality scoring will be disqualified and not be evaluated further.

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

2.1 **Programming constraints**

The *Supplier* should include in his programme how to manage availability of the ordered material as per task order requirement.

2.2 **Work to be done by the Delivery Date**

Delivery of the goods shall be made by the supplier in accordance with the time prescribed by the purchaser in the contract, the delivery period is four (4) weeks.

Deliveries will be made to various sites located in Distribution, Central East Cluster, KwaZulu Natal Operating and Free State Operating Units. The delivery sites are stated below:

KWA-ZULU NATAL OPERATING UNIT – DELIVERY SITES

| Zone | Sector hub | Customer Network Centre |
|-----------|------------|-------------------------|
| Empangeni | Empangeni | Empangeni |
| | | Melmoth |
| | | Mthubathuba |
| | | Nkandla |
| | | Ulundi |
| | | Richard's Bay |
| | Pongola | Jozini |
| | | Nongoma |
| | | Pongola |
| | | Hluhluwe |
| | | Manguzi |
| | Stanger | Greytown |
| | | Mandini |
| | | Stanger |

| | | |
|------------------|--------------------------------|-----------------|
| Newcastle | Ladysmith | Eshowe |
| | | Kranskop |
| | | Bergville |
| | | Colenso |
| | | Dundee |
| | | Estcourt |
| | | Glencoe |
| | | Ladysmith |
| | Newcastle | Ingagane |
| | | Madadeni |
| | | Paulpietersburg |
| | | Vryheid |
| | | Nqutu |
| | | Osizweni |
| Pietermaritzburg | Kokstad | Ixopo |
| | | Kokstad |
| | | Nottingham Road |
| | | Underberg |
| | | Umzimkulu |
| | Margate | Harding |
| | | Hibberdene |
| | | Marburg |
| | | Marina Beach |
| | | Park Rynie |
| | | Green Point |
| | Pietermaritzburg (Mkondeni) | Cato Ridge |
| | | Edendale |
| | | Howick |
| | | Inchanga |
| | | Richmond |
| | | Wartburg |

Other areas of delivery will also include KZN Area offices and Regional Distribution Centers.

- New Germany Complex
- Westville Menston Offices
- Empangeni Regional Distribution Centre and Area Offices
- Vryheid Regional Distribution Centre
- CPM,PPM and Live work (Margate, Mkondeni, Newcastle, Empangeni)
- Mew Mayors Walk

FREE STATE OPERATING UNIT – DELIVERY SITES

| Zone | Sector hub | Customer Network Centre |
|--------------|--------------|-------------------------|
| BLOEMFONTEIN | Bloemfontein | Bloemfontein |
| | | Brandfort |
| | | Dealsville |
| | | Petrusburg |
| | | Jacobsdal |
| | | Edenburg |
| | | Ladybrand |
| | | Zastron |
| | | Selosesha |
| | | Tweespruit |
| | | CPM - Free State |
| | | Live-Work - Free State |
| | | MEW - Free State |
| | | PPM -Free State |
| BLOEMFONTEIN | Welkom | Alma |
| | | Bultfontein |
| | | Duiker |
| | | Hoopstad |
| | | Welkom Towns |
| | | Thabong |
| | | Virginia |
| | | CPM |
| | | Live-Work Free State |
| | | MEW - Free State |
| | | PPM Free State |
| | | |
| | | |
| BETHLEHEM | Bethlehem | Bethlehem |
| | | Bohlokong |
| | | Harrismith |
| | | Reitz |
| | | Senekal |
| | | Vrede |
| | | CPM - Free State |
| | | Live-Work Free State |
| | | MEW - Free State |
| | | PPM Free State |
| BETHLEHEM | Kroonstad | Bothaville |
| | | Frankfort |
| | | Kroonstad |
| | | Parys |
| | | Refengkgoso |
| | | Vaalpark |
| | | CPM - Free State |

| | | |
|--|--|----------------------|
| | | Live-Work Free State |
| | | MEW Free State |
| | | PPM Free State |
| <u>Other areas of delivery will also include FS Area offices and Regional Distribution Centers.</u> | | |
| § Eskom Centre - Bloemfontein | | |
| § Warehousing - Welkom | | |

If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).

The material must have a Delivery note and invoice of all the items collected signed by both Supplier and Purchaser.

Delivery to be verified physically by the client representative and Delivery note and the test results must have been accepted by the client.

The following below list will be provided to the client representative,

| |
|-----------------------------------|
| Packing list and the contents |
| Copy of Tax Invoice for the goods |
| Delivery Note |

2.3 Marking the goods

The details on the delivery note and the test results will be taken as the marking on the goods by the Supplier.

2.4 Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails and NEC template.

The use of messages, emails does not override the use of applicable and relevant NEC3 Supply Contract standard templates, forms and Eskom Holdings SOC Limited procedures.

2.5 Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the goods. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.6 Invoicing and payment

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

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

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

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

To ensure payment is made the following must be done:

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

2.7 Contractual requirements

Contractual requirements are not evaluation criteria. Contractual requirements are mandatory for contract award. Failure to meet "Contractual Requirements" by the stipulated deadlines, will result in the tenderer being regarded as non-responsive and ineligible for contract award.

The recommended supplier/suppliers still in the running for this contract will be evaluated in terms of their contractual requirements. Should they not pass the initial evaluation, they will be advised of their shortcomings and have ten (10) working days in which to correct their shortcomings. Failure to correct the shortcomings within the stipulated time period will result in the supplier being deemed unacceptable in terms of their contractual requirements and will not be considered for the contract.

2.7.1 Financial Evaluation

Requirements for Financial Evaluation of Companies

- Public Interest Score (PIS) and the calculations to arrive at the score (refer to annexure attached for calculation of PIS). The PIS letter must specify whether:
 - Whether the AFS were internally or externally prepared.
 - Whether the company was owner managed or not owner managed.
- Latest approved financial statements including comparative amounts.
- AFS must be valid and not outdated, received within 18 months after year-end.
- A signed director's/member's report.
- Signed Compilers/Accounting Officers/Independent Reviewers/Audit report whichever is applicable, based on the PIS above.
- Where the PIS requires an Audit or Independent Reviewers report, the Compilers/Accounting Officers report must still be submitted.
- Approved Annual Financial statements must comprise:
 - Statement of financial position (Balance Sheet)
 - Statement of comprehensive income (income statement)
 - Statement of changes in Equity
 - Statement of cash flows
 - Notes to the financial statements
 - ITA 34C Income Tax Assessment for companies that have NOT been audited.
- The notes to the AFS specifically referring to **Accounts Receivable** and **Accounts Payable** must give a complete breakdown of the amounts. A clear distinction must be made between Trade Debtors and other receivables as well Trade Creditors and other payables. The note must clearly show the amounts subject to interest and the terms and condition of interest.
- The notes to the AFS must clearly specify the current and non-current liabilities that are subject to interest.
- Member/Directors loans must be accompanied by a note specifying the terms of the loan, whether secured or unsecured, terms of repayment and interest rates.
- Name of Holding company if the company is a subsidiary company.
- Where there is a Holding company the Latest Signed Group Annual Financial Statements of the Holding Company may be requested at a later stage.
- Information requested from companies via Procurement Office not received within five working days from date of Finance request will result in the financial evaluation being closed. Finance will issue a 1-page report stating that an opinion could not be expressed due to insufficient information.

Note:

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

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


Commented [SS1]: bullet & formatting

2.7.2 Health and Safety Risk Management

The *Supplier* shall comply with the health and safety requirements [stated here and shall be evaluated accordingly.

| | KPI | Weight |
|----|---|--------|
| 1) | Annexure B - Is the acknowledgement form for Eskom's rules and requirements signed and submitted by the tenderer? | 1 |
| 2) | Health and Safety Plan <ul style="list-style-type: none"> ▪ Incident Management ▪ SHE Communication ▪ Emergency Management | 1 |
| 3) | Including Driving | 1 |
| 4) | Valid Letter of Good Standing -To be in line with the scope | 1 |
| 5) | SHE Policy | 1 |

2.7.3 Quality

| | | | |
|--|--|--|---------------|
|  | Supplier Quality Management: List of Tender Returnables Documents | Unique Identifier | 240-12248652 |
| | | Revision | 7 |
| | | Effective Date | 2022/01/26 |
| | | Specification | 240-105658000 |
| Category 4 : Quality Requirements | | Deliverables to be evaluated indicator = 1 | |
| SECTION A : Quality Management System Requirements ISO 9001 (Option 1) Valid certification of Quality Management System by an ISO accredited body | | | |
| A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant | | Apply =1 | |
| A.2 Certificate by Approved and Authorized certification authority | | 0 | |
| A.3 Certification Authority has Recognized International Accreditation | | 0 | |
| A.4 Validity (expiry date) of certificate | | 0 | |
| Section A Score Option 1 | | 0 | |
| Or | | Apply =1 | |
| A.1 Quality Method statement based on scope.(Method Statement Template-Ref 240-126469599) | | 1 | |
| A.2 Quality Policy Approved by top management. | | 1 | |
| A.3 Quality Objectives Approved by top management. | | 0 | |
| A.4 Control of documented information (i.e. document and record control) | | 1 | |
| A.5 Documented information for Control of nonconforming outputs | | 1 | |
| A.6 Documented information for Nonconformity and Corrective action | | 0 | |
| A.7 Documented information for Internal audit | | 1 | |
| Section A Score Option 2 | | 5 | |
| SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000) | | | |
| | | Apply =1 | |
| B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015) | | 1 | |
| B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015) | | 1 | |
| Section B Score | | 2 | |
| SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) | | | |
| Customer specific requirements & other standards and required can be listed and evaluated here | | | |
| | | Apply (Yes=1) | |
| E.1 Form A is completed and signed. | | 1 | |
| Section E Score | | 1 | |

3. Objective Criteria

Designated Sector

In accordance with National Treasury Instruction only locally produced goods or locally manufactured Textile, Clothing, Leather and Footwear from local raw material or input will be considered. The stipulated minimum threshold percentages for local raw material production and content for the Textile, Clothing, Leather and Footwear sector is 100%.

| Commodity | Components | Local Content Threshold |
|---|---|-------------------------|
| Overall, art 1pc Blue D59 (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Overall, art 1pc Acids & Alkali D59 (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Trousers, Men's Long Pants (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Trousers, Ladies Long Pants (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Jacket, Operating Blue (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Jacket, Acids & Alkali (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Jacket, Thermal (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Shirt, Men's L/S Shirts T006 (Various) | Textile, Clothing, Leather and Footwear | 100% |
| Shirt, Ladies S/S T006 (Various) | Textile, Clothing, Leather and Footwear | 100% |

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The stipulated minimum threshold percentages for local raw material production and content for the Textile, Clothing, Leather and Footwear sector is 100%.

- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written exemption from **the DTIC** should there be a need to import such raw material or input; and
- If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written exemption from **the DTIC** to supply the remaining portion at a lower local content threshold
- A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid.

4. Procurement Price and Specific Goals

Suppliers will be ranked by applying the preferential point scoring based on 80/20 for tender with rand value equal to or below R50 million.

A maximum of 80 points will be allocated for price on the following basis:

$$Ps = 80(1 - (Pt - Pmin) / (Pmin))$$

OR

Suppliers will be ranked by applying the preferential point scoring based on 90/10 for tender with rand value equal to or below R50 million.

A maximum of 90 points will be allocated for price on the following basis:

$$Ps = 90(1 - (Pt - Pmin) / (Pmin))$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

Prices will be evaluated as follows:

- Inclusive of VAT
- Making the specified correction for arithmetical errors Excluding contingencies in any bill of quantities or activity schedule.
- Making an appropriate adjustment for any other acceptable variations, deviations, or alternative tenders submitted.

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

| B-BBEE Status Level of Contributor | No of points (80/20) | No of points (90/10) |
|---|-----------------------------|-----------------------------|
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | 14 | 6 |
| 4 | 12 | 5 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-compliant contributor | 0 | 0 |

NB: The following documents are required to claim preference points:

Valid BBBEE certificate issued by a SANAS accredited verification agency or a valid sworn affidavit or a valid BBBEE Certificate issued by CIPC for EME companies.

NB: Supporting documents may be requested during evaluation (This list is not exhaustive):

- Proof of ownership / shareholding (CIPC registration documentation) inclusive of shareholding breakdown
- ID copies of shareholder(s) or owner(s) of the business
- Proof of Disability of owner(s) of the business (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

The ranking will be based on the total sum value of the category. Eskom will then add the score from Pricing and Specific goals together and rank the suppliers from the highest to the lowest.

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

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

5. Skills Development

5.1 Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract.

| Number of Jobs to be created | Number of Jobs to be retained |
|------------------------------|-------------------------------|
| | |

Tenderers are required to propose against the following training initiatives

| Category | Eskom Target | Tenderer Proposal |
|--------------------|--------------|-------------------|
| Quality Inspectors | 10 | |

NOTE 1: For each of the above training we require:

(One) 1 candidate (for either of the training courses above) for every R3 Million worth of accumulated purchase orders that has been allocated to the contractor

All service providers will need to provide the above skills training during the duration of this contract.

5.2 SDI&L Penalty and Performance Security

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

One of the following options will apply for SDI&L performance security:

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations.

5.3 Reporting and Monitoring

- The suppliers shall on a half yearly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
 - Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
 - Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
 - Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL& I representative for acceptance 28 days after contract award.
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