

NEC3 Supply Contract (SC3)

Between **ESKOM ROTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

and **XXXX**
(Reg No.)

for **THE SUPPLY OF AGGREGATE MATERIAL AT
VARIOUS PROJECT SITES FOR A PERIOD OF 36
MONTHS AS AND WHEN REQUIRED.**

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Contract No: TBC

**Documentation prepared
by:**

Eskom RoteK Industries SOC Limited Procurement
Heritage Office Park
Lower Germiston Road
Rosherville

Part C1: Agreements & Contract Data

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C1.1 Form of Offer and Acceptance

C.1.1.1. Offer

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

THE SUPPLY OF AGGREGATE MATERIAL AT VARIOUS PROJECT SITES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

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	R 0.00
	Value Added Tax @ 15% is	R 0.00
	The offered total of the amount due inclusive of VAT is ¹ ()	R 0.00

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:

.....

.....

.....

()

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*.

C.1.1.2. 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**

Date _____

*(Eskom RoteK Industries
Rosherville, Johannesburg, 2022)*

Name & signature of witness _____

Date _____

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

CONTRACT TITLE: THE SUPPLY OF AGGREGATE MATERIAL AT VARIOUS PROJECT SITES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

C.1.1.3. 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		

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

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

	For the tenderer:	For the Purchaser
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	Eskom Rrotek Industrial SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 SC3 Contract Data

C1.2.1 Part one: Data provided by the Purchaser

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	NEC3 Supply Contract (SC3)
	and secondary Options	X1: Price adjustment
		X2: Changes in the law
		X7: Delay damages
	of the NEC3 Supply Contract (April 2013)	Z: Additional conditions of contract
10.1	The <i>Purchaser</i> is (name):	Eskom RoteK Industries SOC Ltd (Reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road Rosherville
	Tel No.	011 629 8000
10.1	The <i>Supply Manager</i> is (name):	Thandi Mokoko
	Address	Rosherville, Johannesburg, 2022
	Tel	011 629 8000
	e-mail	MokokoO@eskom.co.za
11.2(13)	The <i>goods</i> are	Various Aggregates
11.2(13)	The <i>services</i> are	The supply of aggregate material at various project sites for a period of 36 months as and when required.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Late Deliveries • Delivery of goods not to specifications • Non-adherence to Inspection and Test Plan (ITP) • Exposure of high-level noise • Material Falls • Contact with overhead and under-ground

- services**
- Traffic accident
 - Overloading/Overturning

11.2(15)	The Supply Requirements as part of the Goods Information is in	Part 3: Scope of Work and all documents and drawings 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	5 working 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.	
21.1	The <i>Supplier</i> submits a first plan for acceptance within	1 week of the Contract Date	
3	Time		
30.1	The <i>starting date</i> is	1 May 2026	
30.1	The <i>end date</i> is	30 April 2029	
30.1	The Supply Period is	36 months	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	Goods and services	delivery date
	As and when required.	As per the supplier's schedule	TBD
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	As per the draw down Purchase Order (PO)	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	7 days after receiving the draw down Purchase Order	
32.2	The <i>Supplier</i> submits revised delivery schedule at intervals no longer than	1 week	
4	Testing and defects		
40.1	The <i>Supplier</i> submits the following tests and inspections	As required by Quality Standards as per the relevant SANS requirements, QM58 standard and Eskom Specifications.	
		<ul style="list-style-type: none"> • Sieve analysis • Flakiness and Elongation Index 	
40.2	The <i>Supplier</i> will provide; records, datasheets, materials, facilities and samples for all tests and inspections	Test certificates, technical data sheets, etc. Databooks for each batch supplied and delivered.	
40.3	The notification period for test and inspections	<i>Supplier</i> will notify the <i>Supply Manager</i> five days after contract starting date	

40.4	Correction of a defect	Defects will be corrected by the <i>Supplier</i> and Clauses 40.1 and 40.2 will apply
40.6	The costs for the correction of defects will be	For the <i>Supplier's</i> account – inclusive of delivery and off-loading costs
41.1	The <i>Supplier</i> does not bring the goods to the Delivery Place	Before inspections and testing.
42	The <i>defects date</i> is	24 hours upon delivery to site with image records for each batch. Authorised personnel to sign off on all deliveries.
43.2	The <i>defect correction period</i> is	2 weeks after delivery of goods and services
43.2	The <i>defects access period</i> is	1 Week
45.1	The costs for correcting defects not corrected by the <i>Supplier</i>	Will be for the <i>Supplier's</i> account – inclusive of delivery and off-loading costs
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365day 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	Not Applicable
84.1	The <i>Supplier</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i>, plant and materials.
	2.The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure 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>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.</p> <p>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</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for exposure to Generation Division property. • R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; • R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</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:	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).
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	(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	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the

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the *Purchaser's* property is limited to

Supplier 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 http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

and

(2) for all other existing *Purchaser's* property the highest applicable deductible (first amount payable) namely:

- R15 million (fifteen million Rand) for Generation Division property;
- 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

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 parties. (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	As per SEFIS applicable index, 12 months from date of contract.	
X2	Changes in the Law		
X2.1	A Change in the law in	South Africa, this is a compensation event if the change happens after the Contract Date	
X7	Delay damages		
X7.1	The amounts for low performance damages per Purchase Order/Power Station are:	<p><u>amount</u></p> <p>2.5% per Task Order Value</p> <p>3.5% per Task Order Value</p> <p>5 % per Task Order Value</p>	<p><u>performance level</u></p> <p>5% of goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications.</p> <p>10% of goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications.</p> <p>Above 10% of goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications</p>
Z	The additional conditions of contract are	Z1 to Z15 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

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unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the Supplier or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means, to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means, where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the Supplier, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

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

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

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

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

Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 12.2 The Purchaser may terminate the Supplier's obligation to Provide the Goods and 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 Goods and Services for this reason.

Z 12.3 If the Purchaser terminates the Supplier's obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.

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Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Purchaser does not have a contractual bond with the Committing Party, the Supplier ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

Z _13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>goods</i> , plant, and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>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 TITLE: THE SUPPLY OF AGGREGATE MATERIAL AT VARIOUS PROJECT SITES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

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

Z15 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance** means compliance sampling used to assess whether or not the personal exposure of

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Monitoring	workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e., a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and

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conducted in line with South African legislation.

Annexure A: Supply Requirements

Part 3: Scope of Work and all documents and drawings to which it makes reference.

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The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	<i>Supplier</i> supplies, as SANS Specifications and Eskom Specifications	
2. The requirements for transport are	The Supplier is responsible for transporting the goods to site. The Supplier takes responsibility of the goods while in transit i.e. insurances etc.	
3. The delivery place is	Eskom _ Medupi Power Station – Lephalale, Limpopo.	
4. Actions of the Parties during supply	Action	Party which does it
	Drafting of an Inspection Test Plan (ITP)	Supplier
	Acceptance of the ITP	Employer/ Purchaser
	Inspections to be followed and witnessed as per the ITP	Supplier/ Employer/ Purchaser
	Pre-Delivery Inspection	Supplier/ Employer/ Purchaser
	Pre-Release Inspection	Supplier/ Employer/ Purchaser
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier/ Employer/ Purchaser
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Off-loading the <i>goods</i>	Supplier
5. Information to be provided by the Supplier	Title of document	
	Packing lists for the rolls.	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	All test results and quality documentation and reports – Data Books	

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

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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:

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)

C1.2.2 Part two: Data provided by the Supplier

Notes to a tendering Supplier:

1. Please read both the NEC3 Supply Contract (SC3)² and the relevant parts of its Guidance Notes (SC3-GN)³ 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>Contractor</i> is (Name): Address Tel No. e-mail.					
11.2(8)	The Goods Information is in:	Annexure A - Supply Requirements				
11.2(11)	The tendered total of the Prices is	R 0.00 excluding VAT				
11.2(12)	The <i>price schedule</i> is in:	C2.2 the price schedule				
11.2(14)	The following matters will be included in the Risk Register	TBC				
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	As per the Purchase Order				
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="0"> <tr> <td>goods and services</td> <td>TBD</td> </tr> <tr> <td>1 As per Purchase Order</td> <td> As per Purchase Order</td> </tr> </table>	goods and services	TBD	1 As per Purchase Order	As per Purchase Order
goods and services	TBD					
1 As per Purchase Order	As per Purchase Order					
31.1	The programme identified in the Contract Data is contained in:	As per the Purchase Order				

² April 2013 Edition as stated by *Purchaser* in Contract Data part 1.

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART C2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	Pages
	This Cover Page	[1]
C2.1	Pricing assumptions	[2]
C2.2	The <i>price schedule</i>	[5]

C2.1 Pricing assumptions:

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering Supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*.
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk.

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- All inspections and testing are included in the prices.
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates 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 because of a compensation event per clause 60.1.
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise because of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 The Price List

All suppliers to comply with Eskom SHEQ standard
Suppliers to provide mining licences

Bill Of Quantities - Enabling Contract for Aggregates SUMMARY

Item	DESCRIPTION	Unit	Quantity	Rate (Excl VAT)	Amount
1.1	G1 Graded crushed stone (10% FACT 110kN min)	t	19407		
1.2	G2 Graded crushed stone (CBR 80% min)	t	19407		
1.3	G3 Graded crushed stone (CBR 80% min)	t	19407		
1.4	G4 Natural gravel or modified and processed gravel (CBR 80% min)	t	19407		
1.5	G5 Natural gravel or modified and processed gravel (CBR 45% min)	t	32343		
1.6	G6 Natural gravel or modified and processed gravel (CBR 25% min)	t	727705		
1.7	G7 Gravel soil (CBR 15% min)	t	129370		
1.8	G8 Gravel soil (CBR 10% min)	t	64686		
1.9	G9 Gravel soil (CBR 7% min)	t	64686		
1.10	G10 Gravel soil (CBR 3% min)	t	25874		
1.11	Dump rock	t	14338		
1.12	Washed River Sand including resistivity test certificate	t	8603		
1.13	Transport to Power Stations and surrounding substations from quarries within a radius of 100km. 10m3 to 20m3 Truck	km	800000		
Sub total					R0.00
Value Added Tax (15%)					R0.00
GRAND TOTAL					R0.00

<p>All suppliers to comply with Eskom SHEQ standard</p> <p>Suppliers to provide mining licences</p>					
<p>Bill Of Quantities - Enabling Contract for Aggregates in Mpumalanga Province</p>					
Item	DESCRIPTION	Unit	Quantity	Rate (Excl VAT)	Amount
1.1	G1 Graded crushed stone (10% FACT 110kN min)	t	11007		
1.2	G2 Graded crushed stone (CBR 80% min)	t	11007		
1.3	G3 Graded crushed stone (CBR 80% min)	t	11007		
1.4	G4 Natural gravel or modified and processed gravel (CBR 80% min)	t	11007		
1.5	G5 Natural gravel or modified and processed gravel (CBR 45% min)	t	18343		
1.6	G6 Natural gravel or modified and processed gravel (CBR 25% min)	t	412705		
1.7	G7 Gravel soil (CBR 15% min)	t	73370		
1.8	G8 Gravel soil (CBR 10% min)	t	36686		
1.9	G9 Gravel soil (CBR 7% min)	t	36686		
1.10	G10 Gravel soil (CBR 3% min)	t	14674		
1.11	Dump rock	t	7338		
1.12	Washed River Sand including resistivity test certificate	t	4403		
1.13	Transport to Power Stations (Matla, Kendal, Kusile, Majuba, Kriel, Duvha, Grootvlei, Tutuka, Hendrina, Arnot, Letabo and surrounding substations) from quarries within a radius of 100km. 10m3 to 20m3 Truck	km	715 000		
Sub total					R0.00
Value Added Tax (15%)					R0.00
GRAND TOTAL					R0.00

<p>All suppliers to comply with Eskom SHEQ standard</p> <p>Suppliers to provide mining licences</p>					
<p>Bill Of Quantities - Enabling Contract for Aggregates in Limpopo Province</p>					
Item	DESCRIPTION	Unit	Quantity	Rate (Excl VAT)	Amount
1.1	G1 Graded crushed stone (10% FACT 110kN min)	t	6000		
1.2	G2 Graded crushed stone (CBR 80% min)	t	6000		
1.3	G3 Graded crushed stone (CBR 80% min)	t	6000		
1.4	G4 Natural gravel or modified and processed gravel (CBR 80% min)	t	6000		
1.5	G5 Natural gravel or modified and processed gravel (CBR 45% min)	t	10000		
1.6	G6 Natural gravel or modified and processed gravel (CBR 25% min)	t	225000		
1.7	G7 Gravel soil (CBR 15% min)	t	40000		
1.8	G8 Gravel soil (CBR 10% min)	t	20000		
1.9	G9 Gravel soil (CBR 7% min)	t	20000		
1.10	G10 Gravel soil (CBR 3% min)	t	8000		
1.11	Dump rock	t	5000		
1.12	Washed River Sand including resistivity test certificate	t	3000		
1.13	Transport to Power Stations (Medupi, Matimba and surrounding substations) from quarries within a radius of 100km. 10m3 to 20m3 Truck	km	71 000		
Sub total					R0.00
Value Added Tax (15%)					R0.00
GRAND TOTAL					R0.00

All suppliers to comply with Eskom SHEQ standard

Suppliers to provide mining licences

Bill Of Quantities - Enabling Contract for Aggregates in Western Cape Province

Item	DESCRIPTION	Unit	Quantity	Rate (Excl VAT)	Amount
1.1	G1 Graded crushed stone (10% FACT 110kN min)	t	1200		
1.2	G2 Graded crushed stone (CBR 80% min)	t	1200		
1.3	G3 Graded crushed stone (CBR 80% min)	t	1200		
1.4	G4 Natural gravel or modified and processed gravel (CBR 80% min)	t	1200		
1.5	G5 Natural gravel or modified and processed gravel (CBR 45% min)	t	2000		
1.6	G6 Natural gravel or modified and processed gravel (CBR 25% min)	t	45000		
1.7	G7 Gravel soil (CBR 15% min)	t	8000		
1.8	G8 Gravel soil (CBR 10% min)	t	4000		
1.9	G9 Gravel soil (CBR 7% min)	t	4000		
1.10	G10 Gravel soil (CBR 3% min)	t	1600		
1.11	Dump rock	t	1000		
1.12	Washed River Sand including resistivity test certificate	t	600		
1.13	Transport to Power Stations (Koeberg and surrounding substations) from quarries within a radius of 100km. 10m3 to 20m3 Truck	km	7 000		
Sub total					R0.00
Value Added Tax (15%)					R0.00
GRAND TOTAL					R0.00

All suppliers to comply with Eskom SHEQ standard

Suppliers to provide mining licences

Bill Of Quantities - Enabling Contract for Aggregates in Northern Cape Province

Item	DESCRIPTION	Unit	Quantity	Rate (Excl VAT)	Amount
1.1	G1 Graded crushed stone (10% FACT 110kN min)	t	1200		
1.2	G2 Graded crushed stone (CBR 80% min)	t	1200		
1.3	G3 Graded crushed stone (CBR 80% min)	t	1200		
1.4	G4 Natural gravel or modified and processed gravel (CBR 80% min)	t	1200		
1.5	G5 Natural gravel or modified and processed gravel (CBR 45% min)	t	2000		
1.6	G6 Natural gravel or modified and processed gravel (CBR 25% min)	t	45000		
1.7	G7 Gravel soil (CBR 15% min)	t	8000		
1.8	G8 Gravel soil (CBR 10% min)	t	4000		
1.9	G9 Gravel soil (CBR 7% min)	t	4000		
1.10	G10 Gravel soil (CBR 3% min)	t	1600		
1.11	Dump rock	t	1000		
1.12	Washed River Sand including resistivity test certificate	t	600		
1.13	Transport to surrounding substations from quarries within a radius of 100km. 10m3 to 20m3 Truck	km	7 000		
Sub total					R0.00
Value Added Tax (15%)					R0.00
GRAND TOTAL					R0.00

PART C3: SCOPE OF WORK

Document reference	Title	Pages
	This cover page	[1]
C3.1	<i>Purchaser's Works Information</i>	[5]
	Confidentiality Agreement	[3]

C3.1: PURCHASER'S WORKS INFORMATION

Introduction

Eskom Rotek Industries, a wholly subsidiary of Eskom Holdings is contracted to Eskom at various power stations to construct, maintain and transport equipment to support the generation of electricity. Within ERI there is Construction Services which offers both civil and electrical construction in projects associated with power generation. On most of the projects aggregates are required either as backfill material on foundations or layer works materials on roads and platforms.

The existing contracts for supplying of aggregates are getting depleted and ERI has to enter into contracts with other suppliers so to maintain its agility in responding to client requirements. This details a scope for the supply of aggregates within ERI at various projects sites. The work involves crushing, screening, blending, loading, delivery and offloading of different classes of aggregates. Aggregates will be supplied to ERI using trucks as when required.

Supporting clauses

Scope

- The scope of work entails the supply and delivery of various types of aggregates outlined in the project data. The scope includes supply and delivery of approved samples for the aggregates to various sites with a mining certificate for the aggregates bore pit. All aggregate quarries to be in a radius of 200-300km travelling time local to the site, or the supplier must be able to establish and commission and take it through quality checks, his own crushing plant in the close proximity of site depending on the project required quantity. The supplier to provide with a crushing calibration and or material certificates which will be in accordance with the site/project requirements. Aggregates shall be delivered as per site management requirements relating to aggregates type and sizes, quantity, date and time for various construction aspects.

Applicability

This document shall apply to Eskom Rotek Industries

Normative/Informative References

Normative

The applicable reference documents are listed below. These documents (latest revision) form part of this specification to the extent as specified in this specification. In the event of a conflict between the text of this specification and the applicable parts of the Eskom documents listed below, the text of this specification takes precedence. However, this specification does not supersede applicable laws and regulations (including the SANS standards), unless a specific exemption has been obtained from the relevant authorities.

- [1] 240-53665024: Engineering Quality Manual.
- [2] ISO 9001: Quality Management Systems.
- [3] South African Pavement Engineering Manual
- [4] SANS 1200A General
- [5] TRH 14
- [6] COLTO
- [7] ERI SHE Specification

- [8] Occupational Health and Safety Act and Regulations (85 of 1993)
- [9] 240-62196227_Eskom Life Saving Rules

Informative

- [10] QM58 – Eskom Quality Specification
- [11] Project Bill of Quantities
- [12]

Definitions

Definition	Description
Life saving rules	(240-62196227) a rule that if not adhered to, has the potential to cause serious harm to people
Contractor	Means an employer as defined in section 1 of the Act who performs contract work and includes principal contractors
Mobile Plant	Any plant that is provided with some form of self-propulsion that is ordinarily under direct control of an operator.
Quarry	Source developed and operated to supply aggregate materials for projects
Commercial Source	A quarry with a permanent infrastructure established to service a viable market

Disclosure Classification

Controlled Disclosure: **Controlled Disclosure to external parties (either enforced by law, or discretionary)**

Abbreviations

Abbreviation	Description
ERI	Eskom RoteK Industries
CS	Construction Services
RA	Risk Assessment
SANAS	South African National Accreditation System
RP	Responsible Person
QMS	Quality Management System
PPE	Personal Protective Equipment
CBR	California Bearing Ratio
DMR	Driven Machinery Regulations
TLB	Tractor Loader Back actor
PTW	Permit To Work

Roles and Responsibilities

Eskom RoteK Industries

- Ensure that supplier has mining and water licence so as to comply with relevant requirements governing the supply of aggregates.
- Ensure that the delivery trucks are inspected and comply with requirements before delivery of aggregates to site.
- Ensure that the supplier owns the aggregates or show proof of purchase on a delivery note.
- Ensure that the delivery trucks are operated by competent operators

Eskom RoteK Industries – Site Supervisor/Quality Controller

- To check delivery notes and ensure that the ordered aggregate type / grade is being delivered.
- Ensure that the material being delivered has been tested and approved.
- Ensure that the drivers comply with life saving rules.
- Ensure that the trucks are not being overloaded.

Supplier

CONTRACT TITLE: THE SUPPLY OF AGGREGATE MATERIAL AT VARIOUS PROJECT SITES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

- Ensure that the supply of aggregates meets requirements.
- Ensure timely delivery of aggregates to ERI.
- Ensure that there are no spillages of oils from delivery trucks.
- Must submit SHEQ files for every site and thus the supplier to comply to the requirements there in.
- Ensure that each delivery truck is operated by a competent operator

Process for monitoring

The schedule and target delivery date of the aggregates will be communicated by the **supplier**, in writing to Eskom Rotek Industries after contract signing with fixed and firm dates.

Related/Supporting Documents

Various sites to provide specifications of the aggregates required and the supplier to submit test report for approval before delivery

Works INFORMATION: SUPPLY OF AGGREGATES AT VARIOUS CONSTRUCTION SERVICES SITES NATIONALLY

General

The following are the classes of aggregates required

Material Class	Description
G1	Graded crushed stone (10% FACT 110kN min)
G2	Graded crushed stone (CBR 80% min)
G3	Graded crushed stone (CBR 80% min)
G4	Natural gravel or modified and processed gravel (CBR 80% min)
G5	Natural gravel or modified and processed gravel (CBR 45% min)
G6	Natural gravel or modified and processed gravel (CBR 25% min)
G7	Gravel soil (CBR 15% min)
G8	Gravel soil (CBR 10% min)
G9	Gravel soil (CBR 7% min)
G10	Gravel soil (CBR 3% min)
Dumprock	Ungraded waste rock from blasting or excavation
Sand	Washed River Sand including resistivity test certificate

N/A

ELECTRICAL

N/A.

REQUIRED INFORMATION

- TRH 14
- COLTO

Conformance

- Conformance to OHS Act Driven Machinery Regulations; 2015.
- Conformance to Life Saving Rules

4. AUTHORIZATION

This document has been seen and accepted by:

Name and Surname	Designation
Kenny Molapisi	Senior Project Manager (Acting)
Thandi Mokoko	Senior Project Manager

Revisions

Date	Rev.	Compiler	Remarks
20/05/2025	0	Renias Murawo	First Draft

DEVELOPMENT TEAM

- Renias Murawo

acknowledgement

None

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the *Purchaser* and the *Supplier*.

WHEREAS, the *Purchaser* and the *Supplier* (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a breach of this Agreement, or

- which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.
6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
 7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party
 8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
 9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
 10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
 11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.

CONTRACT TITLE: THE SUPPLY OF AGGREGATE MATERIAL AT VARIOUS PROJECT SITES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them

13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.