



NEC3 Supply

Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

and

for Supply, Delivery of Electrical Consumables

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Documentation prepared by: Ms. Tshidi Mashiane

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Supply, Delivery and Offload of Electrical consumables

The tenderer, identified in the signature block below, has

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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

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Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Supply and delivery of Electrical consumables at Eskom Academy of Learning in Midrand.**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:**For the Purchaser**

Signature _____

Tshidi Mashiane _____

Name _____

Head of School Technical Learning _____

Capacity _____

Eskom Academy of Learning _____

On behalf of _____
(Insert name and address of organisation)

(Insert name and address of organisation) _____

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Purchaser*

[Instructions to the contract compiler:

1. Please read the relevant clauses in the NEC3 Supply Short Contract (April 2013) (SSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[•]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name): Tshidi Mashiane	Eskom Holdings SOC Limited (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address: Eskom Academy of Learning	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 871 1571
	Fax No.	086 603 8881
	E-mail address	mothapso@eskom.co.za
11.2(4)	The <i>delivery date</i> is	
11.2(5)	The Goods Information is in	the document called ‘Goods Information’ in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	Supply, Delivery and Offload of Electrical Panels; 4 Geared Head Drill Presses and Shearing Guillotine at Eskom Academy of Learning in Midrand for a period of three 3 months.
12.2	The <i>law of the contract</i> is	
13.2	The <i>period for reply</i> is	3 weeks
15.1	The <i>premises</i> are	Eskom Academy of Learning in Midrand
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	Not Applicable
23.1	If the <i>goods</i> are instructed by Batch Order,	Not Applicable
	the batch order interval is	
	the end date is	
	the quantity range of <i>goods</i> in a batch is	

¹ Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 086 539 1902

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30.1	The <i>starting date</i> is.	
41.1	The <i>defects date</i> is	weeks after Delivery.
42.2	The period for the correction of Defects after Delivery is	weeks
50.1	The <i>assessment day</i> is the	Not Applicable
50.5	The <i>delay damages</i> are	Not Applicable
51.2	The interest rate on late payment is	0% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
86.1	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
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	for any one event.
93.1	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).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)^{2 3} and the following additional conditions. [Only enter details here if additional conditions are required, otherwise state 'none']	

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 and the Electricity Distribution Industry.

² Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

³ If the December 2009 edition is being used, replace April 2013 with December 2009

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 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.
- Z2.4 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 the same as for Reason 3 identified in clause 90.3.

Z3 Waiver and estoppel: Add to clause 12.3:

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Z4 Provision of a Tax Invoice and interest. Add to clause 51

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, 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.
- Z4.3 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.

Z5 Purchaser's limitation of liability

- Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

Z6 Termination: Add to clause 90.2 before (Reason 1)

- Z6.1 or had a judicial management order granted against it.

Z7 Addition to clause 50.5

- Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the

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Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

Z8 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.

- Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z8.2 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.
- Z8.3 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.
- Z8.4 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.

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Z9 Insurance

Replace condition of contract 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 in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

INSURANCE TABLE A

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

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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
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84.2 The Purchaser provides the insurances in this 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

Z10 Nuclear Liability

Z10.1 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.

Z10.2 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*.

Z10.3 Subject to clause Z10.4 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

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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*.

Z10.4 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.

Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z11 Asbestos

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

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

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exposures, i.e. 10-minute TWA.

- Z11.1 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.
- Z11.2 Upon written request by the *Supplier*, the *Purchaser* 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 *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 Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z11.4 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.
- Z11.5 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.
- Z11.6 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.
- Z11.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

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Data provided by the *Supplier* (the *Supplier's Offer*)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No. E-mail address	
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	%

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

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

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

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C2.2 Price Schedule

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

Item	Material	Short Text	Qty	UOM	Unit Price	Total Price
1	0695429	LIGHT SWCH:SINGLE LEVER ONE WAY;220 V;10	70	EA		
2	0681238	LIGHT SWCH:2 WAY;WD 50 X LG 100 MM;240	70	EA		
3	0765101	LEVER SWCH:CLASSIC 1 INTERMEDIATE	40	EA		
4	0660174	ADAPTOR PLG-SCKT:3 PIN, EUBIQ PREMIUM;15	40	EA		
5	0158572	TAPE ADHSV:MASKING;WD 12 MM X LG 50 M	200	EA		
6	0684933	BLOCK TRMNL:220 V;16 A;2.5 MM;12;WD 22	30	EA		
7	0119447	EARTH LEAKAGE:60 A;240 VAC;2;5 KA	35	EA		
8	0165299	CB 40A 230V 5kA 1P D3034	35	EA		
9	0119457	BKR:220 VAC;25 A;1;5 KA	35	EA		
10	0136922	ASSY:SWITCH PLUG/COVER PLATE	40	EA		
11	0119603	BKR:250 VAC; 65 VDC;15 A;1	35	EA		
12	0119252	BKR:250 V;10 A;1;2.5 KA	35	EA		
13	0655246	BKR CCT LV:SAMITE;6 A;SINGLE;DIN RAIL;5	35	EA		
14	0682300	CONDUIT:SADDLES;20 MM;LG 58 MM;PVC;SCREW	300	EA		
15	0724147	CONDUIT:SADDLES (STEEL);20 MM;LG 58 MM	300	EA		
16	0147085	HOLDER LAMP:B22D DOUBLE CONTACT BAYONET	100	EA		
17	0660234	BULB:LED; BASE: B22; POWER: 13 -100 W	50	EA		
18	0569637	SWITCH:DAY/NIGHT;220 VAC;5 A;NO NC;SPDT	30	EA		
19	0718577	GLAND CBL:COMPRESSION;NO 0;PVC;20 MM;THD	400	EA		
20	0678888	SHROUD CBL:STEEL GLAND;NO 0;PVC	100	EA		
21	0704913	CONDUIT:20 MM;LG ORDER QUANTITY;PVC	1 200	M		
22	0114805	BOARD:TEMPERED;WD 1.22 M;LG 2.44 M	30	EA		
23	0121817	SWITCH SELCTR:KNOB;3;250 V;15 A;ROTARY	40	EA		
24	0534692	SET:DRILL BITS;HSS	15	EA		
25	0015034	LAMP INCNDCT:GP;100 W;220 V;E27;CLEAR	100	EA		
26	0660234	BULB:LED; BASE: B22; POWER: 13 -100 W	100	EA		
27	0059189	FERRULE ELECT COND:1.5 MM2;CU TINNED	1 000	EA		
28	0125058	FERRULE ELECT COND:6 MM2;CU TINNED	1 000	EA		
29	0547074	CLIP ELECT:NEUTRAL BAR;WD 15 X LG 83 MM (10 WAY)	50	EA		
30	0630869	BAR:EARTH;WD 10 X LG 105 X THK 2 MM (10 WAY)	50	EA		
31	0689927	WIRE ELECT:PANEL;1 MM;BLACK;CU	150	EA		
32	0725095	WIRE ELECT:PANEL WIRE;1 MM;GREEN;COPPER	120	EA		
33	0725096	WIRE ELECT:PANEL WIRE;1 MM;BLUE;COPPER	200	EA		
34	0725097	WIRE ELECT:PANEL WIRE;1 MM;WHITE;PLASTIC	150	EA		
35	0725098	WIRE ELECT:PANEL;1 MM;RED;SOLID;CU	250	EA		
36	0719488	WIRE ELECT:PANEL FLEX;1.5 MM2;RED;PVC	150	M		
37	0144753	WIRE ELECT:1.5 MM2;WHITE;(7) STRAND;PVC	150	M		
38	0548478	WIRE ELECT:GP;1.5 MM2;BLUE;(7) STRAND	150	EA		
39	0144931	WIRE ELECT:BUILDING;1.5 MM2;GREEN/YELLOW	150	M		
40	0014882	WIRE ELECT:BUILDING;1.5 MM2;BLACK;CU;PVC	150	M		
41	0765100	METER ELECT TEST:MAJOR TECH MT328ELCB	2	EA		

Supply and delivery of Electrical consumables at Eskom Academy of Learning in Midrand.

42	0660174	ADAPTOR PLG-SCKT:3 PIN, EUBIQ PREMIUM;15	10	EA		
43	0689109	SET:DRILL BITS;HOUSEHOLD;4 PER SET;METAL	50	EA		
44	0724146	SET:WOOD DRILL BIT;3;3 DRILL BITS;STL	150	EA		
45	0642032	BKR CCT LV:MCB;40 A;3;DIN RAIL;6 KV;690	10	EA		
46	0581998	BKR:400 V;10 A;2;MCB;6 KA	35	EA		
47	0622887	CONN LUG:INSULATED YELLOW;4.5 MM2;4 MM	5 000	EA		
48	0689987	CONN LUG:INSULATED;1.5 MM;6 MM;METAL;RNG	500	EA		
49	0400586	TIE CBL:SELF LOCKING STRAP;50 MM;WD 4.7	1 000	EA		
50	0678912	TRUNKING:CABLE;PVC;WHITE	500	EA		
51	0724217	LIGHT, INDICATING:LED;24 V AC/DC;+ -10-15	150	EA		
52	0136368	CONDUIT:FLEXIBLE SPRAGUE TUBING;20 MM	50	M		
53	0151552	TIMER INTVL:0.2-60 S;220 VAC;SRT/AF	50	EA		
54	0765099	SWITCH SELCTR:ROTARY CAM;3 PHASE;550 V	10	EA		
55	0706696	BATT DCELL:NI-MH;1.2 V;AA;FLAT;2650 (RECHARGEABLE)	150	EA		
56	0251986	BATT DCELL:NIMH;8.4 V;PP3;250 MA HR (RECHARGEABLE)	50	EA		
57	0149474	SWITCH SELCTR:3;ROTARY;AMMETER	60	EA		
58	0678902	ANCHOR SCRW:NAIL IN;5 MM;DIA 5 X LG 45;5	1 000	EA		
59	0708633	ANCHOR SCRW:PLUG;6 MM;6 MM;LG 70 MM;55	1 000	EA		
60	0688751	CABLE:ARMORED;1.5 MM2;LG 500 M;COPPER	1	EA		
61	0721686	CABLE ELECT:300/500 V;3;COPPER;1.5 MM;20 (SUFFIX)	500	M		
62	0667729	BROOM:HOUSEHOLD;WD 78 X LG 312 X HT 60	30	EA		
63	0547741	CABLE ELECT:300/500 V;2;COPPER;2.5 MM (SUFFIX)	500	EA		
64	0724127	BENDER PIPE&CNDT:STEEL SPRING;20 MM;PVC	15	EA		
65	0109506	COMPOUND ABRSV:GRINDING;FINE;CAN 500 G (CUTTING PASTE)	10	EA		
66	0634834	BKR:ELECTRICAL PANEL;250 VAC;2.5 A;5 KA	30	EA		
67	0704798	BLADE SAW:HACKSAW HAND;FINE;32;METAL	500	EA		
68	0688174	BLADE SAW:HACKSAW JUNIOR;COARSE;24;CS	500	EA		
69	0130690	SWITCH SELCTR:LEVER;7;300 VAC;20 A;3NO	40	EA		
70	0677825	CONDUIT:BOSAL;20 MM;LG 4 M;BLACK STEEL (BOSAL GALVANIZED)	1 200	EA		
71	0768437	ISO:250 V;60 A;60 A;5 TO 50 DEG C;2 POLE	35	EA		
72	0716235	BIT SET:1-13 MM;5;HSS;12.5 MM;REDUCED	35	EA		
73	0768437	ISO:250 V;60 A;60 A;5 TO 50 DEG C;2 POLE	35	EA		
74	0703249	LIGHT, INDICATING:RECTANGULAR PILOT;24 V	150	EA		
75	0716235	BIT SET:1-13 MM;5;HSS;12.5 MM;REDUCED	50	EA		
76	0722221	BKR CCT LV:MCB;32 A;2;DIN RAIL;220 VDC;4	35	EA		
Total Price excluding VAT						

Total of the Prices

C3: Scope of Work

C3.1 Goods Information

Notes to the document compiler are provided in boxes like this one. They are not part of the contract and should be deleted before printing the final draft.

The Goods Information should be a complete and precise statement of the *Purchaser's* requirements. If it is incomplete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Purchaser's* intention. Information describing the *Purchaser's* requirements for the supply of the *goods*, including the information to be provided by the *Supplier* in connection with the supply of the *goods*, should be stated in the section headed Supply requirements.

1. Description of the *goods*

Supply Electrical training consumables

2. Specifications

Item	Material	Short Text	Qty	UOM
1	0695429	LIGHT SWCH:SINGLE LEVER ONE WAY;220 V;10	70	EA
2	0681238	LIGHT SWCH:2 WAY;WD 50 X LG 100 MM;240	70	EA
3	0765101	LEVER SWCH:CLASSIC 1 INTERMEDIATE	40	EA
4	0660174	ADAPTOR PLG-SCKT:3 PIN, EUBIQ PREMIUM;15	40	EA
5	0158572	TAPE ADHSV:MASKING;WD 12 MM X LG 50 M	200	EA
6	0684933	BLOCK TRMNL:220 V;16 A;2.5 MM;12;WD 22	30	EA
7	0119447	EARTH LEAKAGE:60 A;240 VAC;2;5 KA	35	EA
8	0165299	CB 40A 230V 5kA 1P D3034	35	EA
9	0119457	BKR:220 VAC;25 A;1;5 KA	35	EA
10	0136922	ASSY:SWITCH PLUG/COVER PLATE	40	EA
11	0119603	BKR:250 VAC; 65 VDC;15 A;1	35	EA
12	0119252	BKR:250 V;10 A;1;2.5 KA	35	EA
13	0655246	BKR CCT LV:SAMITE;6 A;SINGLE;DIN RAIL;5	35	EA
14	0682300	CONDUIT:SADDLES;20 MM;LG 58 MM;PVC;SCREW	300	EA
15	0724147	CONDUIT:SADDLES (STEEL);20 MM;LG 58 MM	300	EA
16	0147085	HOLDER LAMP:B22D DOUBLE CONTACT BAYONET	100	EA
17	0660234	BULB:LED; BASE: B22; POWER: 13 -100 W	50	EA
18	0569637	SWITCH:DAY/NIGHT;220 VAC;5 A;NO NC;SPDT	30	EA
19	0718577	GLAND CBL:COMPRESSION;NO 0;PVC;20 MM;THD	400	EA
20	0678888	SHROUD CBL:STEEL GLAND;NO 0;PVC	100	EA
21	0704913	CONDUIT:20 MM;LG ORDER QUANTITY;PVC	1 200	M
22	0114805	BOARD:TEMPERED;WD 1.22 M;LG 2.44 M	30	EA
23	0121817	SWITCH SELCTR:KNOB;3;250 V;15 A;ROTARY	40	EA
24	0534692	SET:DRILL BITS;HSS	15	EA

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25	0015034	LAMP INCNDCT:GP;100 W;220 V;E27;CLEAR	100	EA
26	0660234	BULB:LED; BASE: B22; POWER: 13 -100 W	100	EA
27	0059189	FERRULE ELECT COND:1.5 MM2;CU TINNED	1 000	EA
28	0125058	FERRULE ELECT COND:6 MM2;CU TINNED	1 000	EA
29	0547074	CLIP ELECT:NEUTRAL BAR;WD 15 X LG 83 MM (10 WAY)	50	EA
30	0630869	BAR:EARTH;WD 10 X LG 105 X THK 2 MM (10 WAY)	50	EA
31	0689927	WIRE ELECT:PANEL;1 MM;BLACK;CU	150	EA
32	0725095	WIRE ELECT:PANEL WIRE;1 MM;GREEN;COPPER	120	EA
33	0725096	WIRE ELECT:PANEL WIRE;1 MM;BLUE;COPPER	200	EA
34	0725097	WIRE ELECT:PANEL WIRE;1 MM;WHITE;PLASTIC	150	EA
35	0725098	WIRE ELECT:PANEL;1 MM;RED;SOLID;CU	250	EA
36	0719488	WIRE ELECT:PANEL FLEX;1.5 MM2;RED;PVC	150	M
37	0144753	WIRE ELECT:1.5 MM2;WHITE;(7) STRAND;PVC	150	M
38	0548478	WIRE ELECT:GP;1.5 MM2;BLUE;(7) STRAND	150	EA
39	0144931	WIRE ELECT:BUILDING;1.5 MM2;GREEN/YELLOW	150	M
40	0014882	WIRE ELECT:BUILDING;1.5 MM2;BLACK;CU;PVC	150	M
41	0765100	METER ELECT TEST:MAJOR TECH MT328ELCB	2	EA
42	0660174	ADAPTOR PLG-SCKT:3 PIN, EUBIQ PREMIUM;15	10	EA
43	0689109	SET:DRILL BITS;HOUSEHOLD;4 PER SET;METAL	50	EA
44	0724146	SET:WOOD DRILL BIT;3;3 DRILL BITS;STL	150	EA
45	0642032	BKR CCT LV:MCB;40 A;3;DIN RAIL;6 KV;690	10	EA
46	0581998	BKR:400 V;10 A;2;MCB;6 KA	35	EA
47	0622887	CONN LUG:INSULATED YELLOW;4.5 MM2;4 MM	5 000	EA
48	0689987	CONN LUG:INSULATED;1.5 MM;6 MM;METAL;RNG	500	EA
49	0400586	TIE CBL:SELF LOCKING STRAP;50 MM;WD 4.7	1 000	EA
50	0678912	TRUNKING:CABLE;PVC;WHITE	500	EA
51	0724217	LIGHT, INDICATING:LED;24 V AC/DC;+-10-15	150	EA
52	0136368	CONDUIT:FLEXIBLE SPRAGUE TUBING;20 MM	50	M
53	0151552	TIMER INTVL:0.2-60 S;220 VAC;SRT/AF	50	EA
54	0765099	SWITCH SELCTR:ROTARY CAM;3 PHASE;550 V	10	EA
55	0706696	BATT DCELL:NI-MH;1.2 V;AA;FLAT;2650 (RECHARGEABLE)	150	EA
56	0251986	BATT DCELL:NIMH;8.4 V;PP3;250 MA HR (RECHARGEABLE)	50	EA
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58	0678902	ANCHOR SCRW:NAIL IN;5 MM;DIA 5 X LG 45;5	1 000	EA
59	0708633	ANCHOR SCRW:PLUG;6 MM;6 MM;LG 70 MM;55	1 000	EA
60	0688751	CABLE:ARMORED;1.5 MM2;LG 500 M;COPPER	1	EA
61	0721686	CABLE ELECT:300/500 V;3;COPPER;1.5 MM;20 (SUFFIX)	500	M
62	0667729	BROOM:HOUSEHOLD;WD 78 X LG 312 X HT 60	30	EA
63	0547741	CABLE ELECT:300/500 V;2;COPPER;2.5 MM (SUFFIX)	500	EA
64	0724127	BENDER PIPE&CNDT:STEEL SPRING;20 MM;PVC	15	EA
65	0109506	COMPOUND ABRSV:GRINDING;FINE;CAN 500 G (CUTTING PASTE)	10	EA
66	0634834	BKR:ELECTRICAL PANEL;250 VAC;2.5 A;5 KA	30	EA
67	0704798	BLADE SAW:HACKSAW HAND;FINE;32;METAL	500	EA
68	0688174	BLADE SAW:HACKSAW JUNIOR;COARSE;24;CS	500	EA
69	0130690	SWITCH SELCTR:LEVER;7;300 VAC;20 A;3NO	40	EA

70	0677825	CONDUIT:BOSAL;20 MM;LG 4 M;BLACK STEEL (BOSAL GALVANIZED)	1 200	EA
71	0768437	ISO:250 V;60 A;60 A;5 TO 50 DEG C;2 POLE	35	EA
72	0716235	BIT SET:1-13 MM;5;HSS;12.5 MM;REDUCED	35	EA
73	0768437	ISO:250 V;60 A;60 A;5 TO 50 DEG C;2 POLE	35	EA
74	0703249	LIGHT, INDICATING:RECTANGULAR PILOT;24 V	150	EA
75	0716235	BIT SET:1-13 MM;5;HSS;12.5 MM;REDUCED	50	EA
76	0722221	BKR CCT LV:MCB;32 A;2;DIN RAIL;220 VDC;4	35	EA

[illegible]

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

State any constraints on how the *Supplier* is to provide the *goods* such as any limits on subcontracting. Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Subcontracting

State whether there are any controls on who the *Supplier* may subcontract to.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Supplier* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

List information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is _____;
- The total of
 - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed;
 - Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

INVOICES:

All invoices to be emailed to:
invoiceseskomlocal@eskom.co.za

The invoice shall be addressed to Eskom Holdings SOC Limited as follows:
Eskom Holdings SOC Limited
Accounts Payable Department

VAT NUMBER: 4740101508

TAX INVOICE REQUIREMENTS

The words "tax invoice", supplier's name, address and VAT number must reflect on invoice.

The invoice shall be addressed to Eskom Holdings SOC Limited as follows: Eskom's name, address and VAT number.

Eskom Holding SOC Ltd
Accounts Payable

VAT NUMBER: 4740101508

Supply and delivery of Electrical consumables at Eskom Academy of Learning in Midrand.

DELAY IN DELIVERY:

You are requested to contact the Buyer indicated on this order immediately in the event of not being able to meet the required delivery date.

DELIVERIES:

PLEASE NOTE THERE WILL BE A PENALTY OF UP TO 10% OF THE TOTAL ORDER VALUE MAY BE DEDUCTED FOR LATE DELIVERIES AND/OR COMPLETION. THIS AMOUNT WILL BE DEDUCTED FROM ANY OUTSTANDING PAYMENTS MADE OUT TO THE SUCCESSFUL CONTRACTOR!

No deliveries will be accepted after 16h00 on weekdays and after 11h30 on Fridays.

Please note: ** Please be committed to delivery dates on ALL orders due to Monthly Payment projections made by Management Accounting. Projections are made on specific delivery dates on all orders due for delivery in that month, depending on payment terms of each supplier stated on system. Please contact above buyer well in advance if you can not meet the delivery date stated on orders. The above is a very important Performance Indicator and forms a large part of our buyer's performance evaluation. Please do NOT deliver sooner than 1 week before required delivery dates, *** UNLESS it is stated on the order that immediate or urgent delivery is required.

Timeous deliveries and/or completion is of the utmost importance and it is expected from the successful tenderer to treat any order/s received as a priority and to inform Eskom if deliveries cannot be effected on time.

GENERAL CONDITIONS:

ESKOM'S General Conditions of Purchase will apply to this order.

PRICE BASIS.

The above prices are fixed and firm.

DOCUMENTATION.

To obviate delay in payment, it is imperative that the following procedure is strictly adhered to when submitting documents relating to this order.

1. The order number must appear on all invoices, waybills and packing slips.
2. Waybills, packing slips and/or invoices must accompany deliveries to the stores.
3. The point of delivery must be shown on the invoice.

VALUE ADDED TAX.

Prices in this order are exclusive of Value Added Tax.

VAT is applicable to this order and "TAX INVOICES" in compliance with the Value Added Tax Act no. 89 of 1991 must be submitted for payment. It is in your best interest to comply, as payment will only be made by Eskom against valid VAT "TAX INVOICES".

ETHICS PRINCIPLES:-

Through its employees, Eskom conducts business on a daily basis with its customers, suppliers and communities and other authorities. To reflect and sustain Eskom's national responsibilities and enhance its reputation, employees have to be committed to maintaining the highest level of integrity and ethical conduct in their actions and relationships with all stakeholders in the business.

Supply and delivery of Electrical consumables at Eskom Academy of Learning in Midrand.

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Purchaser* may require the *Supplier* to keep records of amounts paid by him for people employed by the *Supplier*, plant and materials, work subcontracted by the *Supplier* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Purchaser*.

3.5 BBBEE and preferencing scheme

Specify constraints which *Supplier* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.6 Cataloguing requirements by the *Supplier*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Supplier* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4. Requirements for the programme

This information is required by clause 32.1. State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

5. Services and other things provided by the *Purchaser*

Describe what the *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*.

Item	Date by which it will be provided

6. Supply requirements

State the information which describes the *Purchaser's* requirements (other than services he is to provide) in connection with the supply of the *goods* including the requirements for transport, the mode of transport and the loading and unloading of the *goods*.

State the delivery place, the hours of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as the delivery note, which notifies the actual delivery date. The information necessary for a purchase that involves international, cross border, transactions should be stated here, such as export and import requirements of the Customs authorities.

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number [•]

Batch Order No. [•]

Date

To: [•].....
..... (Supplier)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

--

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)