NEC3 Supply Contract (SC3)

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

and

for **Manufacture and/or supply of various Line Hardware Material, required within the Limlanga Cluster, on an "as and when" required basis, for a period of 5 years**

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ENQUIRY No. **E2719DXLIMOU**

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Manufacture and/or supply of various Line Hardware Material, required within the Limlanga Cluster, on an "as and when" required basis, for a period of 5 years

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

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

	The offered total of the Prices exclusive of VAT is	**Rates – price per item**
	Rates – price per item	

This Offer may be accepted by the Employer 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 Supplier before the end of the period of validity stated in the Contract Data, or other period as agreed, whereupon the Supplier becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the Supplier: .....

(Insert name and address of organisation)

Name & signature of witness

Date .....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Supplier's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the Supplier's Offer shall form an agreement between the Employer and the Supplier 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 Contract Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Supplier and the Employer 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 Supplier shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer'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 Supplier 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 Employer	**Eskom Holdings SOC Ltd, 90 Hans Van Rensburg Street, Polokwane, 0699**	
	(Insert name and address of organisation)	
Name & signature of witness	.....	Date .....

Schedule of Deviations to be completed by the *Employer* 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 Contracting.
2. The extent of deviations from the Contract documents issued by the Employer prior to the Contract closing date is limited to those permitted in terms of the Conditions of Contract.
3. A Supplier'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	N/A	

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the Supplier agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Contract Data and any addenda thereto listed in the Contract Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Supplier and the Employer 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 Contract documents and the receipt by the Supplier 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 Supplier:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 SC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: *Additional conditions of contract*
	of the NEC3 Supply Contract (April 2013) [1]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Name	**Heida Rickett**
	Tel No.	**+27 15 299 0475**
	Email.	**Rickethm@eskom.co.za**
10.1	The *Supply Manager* is (name):	
	Email Address	
	Tel No.	
11.2(13)	The *goods* are	**Line Hardware Material (various)**
11.2(13)	The *services* are	**Manufacture and/or supply of various Line Hardware Material, requested by the Materials Management Department within the Limlanga Cluster, on an "as and when" required basis, for a period of 5 years**
11.2(14)	The following matters will be included in the Risk Register	**Shortage of material**

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

11.2(15)	The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it refers.**
11.2(15)	The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**One-week (5 working days) weeks**
2	**The *Supplier's* main responsibilities**	
3	**Time**	
30.1	The *starting date* is. The end date is.	**TBC**
30.1	The *delivery date* of the *goods* and *services* is:	***goods and services*** / ***delivery date*** **1** / **As per Task Order** / **As per Task Order**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	
31.1	The *Supplier* is to submit a first programme for acceptance within	**One week of the Contract Date.**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**Two weeks.**
4	**Testing and defects**	
42	The *defects date* is	**52 weeks after Delivery**
43.2	The *defect correction period* is	**5 working days**
42.2	The *defects access period* is	**3 working days**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days from invoice receipt**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South**

		Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	**As per the conditions of the NEC3 Supply Contract (April 2013).**
7	**Title**	**As per the conditions of the NEC3 Supply Contract (April 2013).**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Employer's* risks	**1. Shortage of material from suppliers** **2. Protests** **3. Subcontracting work without notifying the client and using unaccredited subcontractors**
84.1	The *Employer* provides these insurances from the Insurance Table	**See notes about *Employer* provided insurance in Annexure B to this Contract Data**
	1. Insurance against	**Loss of or damage to the *goods*, plant and materials.**
	Cover / indemnity is	**Overseas shipment / transit insurance (only) to cover events at the *Supplier*'s risk (if any) after the *goods* have left the *Supplier*'s overseas premises. See notes in Annexure B** **If this contract includes the supervision of installation, testing, commissioning or building work at the *Employer*'s premises, the *Employer* also provides cover for physical loss of or damage to the *Employer*'s surrounding property including any temporary work required to complete the Delivery.**

	The deductibles are	**See notes in data for clause 88.2 below and Annexure B**
84.1	The *Supplier* provides these additional insurances	**See notes in Annexure B**
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the *Employer* is:	**R5 million**
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is:	**whatever the *Supplier* deems necessary in addition to that provided by the *Employer* for any one event with cross liability so that the insurance applies to the Parties separately.** **However, if the *Supplier* is exposed to damage to the *Employer*'s property the cover limit amount is not less than** **whatever the Supplier deems necessary** **for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.**
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* 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 *Contractor's* 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 *Supplier's* liability to the *Employer* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**R0.0 (zero Rand)**
88.2	For any one event, the *Supplier's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to	**(1) for the *Employer's* existing and surrounding property in the care, custody and control of the *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/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*** **And** **See notes in Annexure B**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**R5 million rands**
88.4	The *Supplier's* total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**R5 million rands**

88.5	The *end of liability date* is	**5 years after Delivery of the whole of the *goods* and *services*.**
9	**Termination and dispute resolution**	
94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
94.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
94.4(5)	The place where arbitration is to be held is	**South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
10	**Data for Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	• Based on the revised approach to CPA as per Procurement Instruction 03 of 2024, CPA will kick in after sixteen (16) months from the base date (of one month prior to enquiry closing).
X2	**Changes in the law**	
X2.1	A change in the law	**is a compensation event if it occurs after the Contract Date**
X7	**Delay damages**	
X7.1	Delay damages for Delivery are	**Delivery of** / **amount per day** **Various line hardware** / **R1000.00**

X17	**Low performance damages**		
X17.1	The amounts for low performance damages are:	**amount** **R 1000.00/ day**	**performance level** **Manufacture and/or supply of various Line Hardware Material, requested by the Materials Management Department within the Limlanga Cluster, on an "as and when" required basis, for a period of 5 years**
Z	**The *additional conditions of contract* are**	**Z1 to Z12 always apply for Eskom**	

Z1 Cession delegation and assignment

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

Z1.2 Notwithstanding the above, the *Employer* 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 *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* 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 *Employer* 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 *Employer* 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 *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier*'s obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Supplier*'s obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

Z5 Confidentiality

Z5.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z5.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

Z7.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

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

Z7.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* 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 *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 As per the conditions of the NEC3 Supply Contract (April 2013).

Z10 *Employer's* limitation of liability

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

Z10.2 The *Supplier*'s entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited.

Z11 Termination

Z11.1 As per the conditions of the NEC3 Supply Contract (April 2013).

Z12 Addition to secondary Option X7 Delay damages

Z12.1 If the amount due for the *Supplier*'s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* 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.

Z13 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.

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.

Annexure A: Supply Requirements

The Supply Requirements for this contract;

As per attached scope of work and specifications

Annexure B: Insurance provided by the *Employer*

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 *Employer*) 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 Contracting suppliers should 'discount' their prices when contracting to allow for this provision by the *Employer* (Eskom).

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

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Employer*'s premises) his liability is limited to the amount of cover provided to the *Employer* 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 consider 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 Contracting 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:

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	
11.2(11)	The Contracted total of the Prices is	**Price per item as per price list**
11.2(12)	The *price schedule* is in:	**The attached Price List**
11.2(14)	The following matters will be included in the Risk Register	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** / **As per purchase order** / **As per Purchase Order**
31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**0%**

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	
C2.1	Pricing assumptions	
C2.2	The *price schedule*	

C2.1 Pricing assumptions

How *goods* and *service*s are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus, other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Employer* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *service*s which can be priced as lump sums or as expected quantities of *goods* and *service*s 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 *Employer* and the Contracting 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 Contracting supplier has

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

other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the Contracted 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 Contract. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Employer* or the Contracting 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 Contracting 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 Contracting *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 *service*s are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 The Price Schedule

Nr	DDT	SAP Material	Description	Estimated Qty	UoM	Price per item	Total
1	D0070	0597767	SPACER:BLOCK;TOP DIA 180 X LG 400 MM	10	EA		
2	D3008	0401307	CLAMP,STRAIN:3B ST/WIRE;70 KN;16-5 MM	1 000	EA		
3	D3008	0402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008	10 000	EA		
4	D3014	0241918	WASHER:SPRING M20 LOCK ID 20.7MM D3014	20	EA		
5	D3015	0163865	ROD,THD:M20-2.5-6G;LG 600 MM	10 000	EA		
6	D3053	0212724	BIRD DIVERTER:FLAPPER YELLOW SQ-CENT	6 500	EA		
7	D3053	0638563	BIRD DIVERTER:FLAPPER BLACK SQ-CENT	6 500	EA		
8	D3060	0198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060	43 000	EA		
9	D3060	0198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060	11 000	EA		
10	D3070	0168367	GLAND,CABLE:ADJUSTABLE;NO 1;BRS CD PLTD	3 000	EA		
11	D3070	0168279	GLAND,CABLE:ADJUSTABLE;NO 2;BRS NI PLTD	4 200	EA		
12	D3070	0168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD	3 500	EA		
13	D3070	0403461	GLAND,CABLE:ADJUSTABLE;NO 4;BRS NI PLTD	2 000	EA		
14	D3070	0175859	GLAND,CABLE:ADJUSTABLE;NO 5;BRS NI PLTD	2 750	EA		
15	D3070	0168368	GLAND,CABLE:ADJUSTABLE;NO 6;BRS NI PLTD	950	EA		
16	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073	1 500	EA		
17	D3073	0165848	JOINT,M/SPAN HARE/OAK I/C D3073	1 200	EA		
18	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073	1 300	EA		
19	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073	1 500	EA		
20	D3074	0554064	CONNECTOR,LUG:AL HORNET 1B M12 45 DEG	100	EA		
21	D3089	0165721	JOINT,MSPN SET 3x70+50SQ B/N ABC D3089	550	EA		
22	D3089	0165720	JOINT,MSPN SET 3x35+35SQ B/N ABC D3089	200	EA		
23	D3090	0163803	COACH SCREW,GALV 75x12 HEX HD D3090	15 000	KG		
24	D3093	0165559	CLAMP,EARTH ROD 16 RODPH/BRNZ D3093	10 000	EA		
25	D3098	0179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098	15 500	EA		
26	D3098	0179944	JOINT,NON-TEN AL 9.0-15.0 D I/C D3098	33 000	EA		

27	D3098	0214100	JOINT:NON-TEN CHIC/OAK/HAR AL I/CD3098	280	EA		
28	D3102	0404426	LUG, CRIMP CU 150.0SQxM12 F/H D3102	1 000	EA		
29	D3102	0404427	LUG, CRIMP CU 16.0SQxM12 F/H D3102	17 000	EA		
30	D3111	0164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111	300	EA		
31	D3127	0197853	PIPE,NON MTLC:16 MM;LDPE;THK 2 MM	2 000	M		
32	D3127	0197852	PIPE,NON MTLC:10 MM;LDPE;THK 1.6 MM	1 200	M		
33	D3127	0163525	PIPE,NON MTLC:61.8 MM;LDPE;LG 1 M	320	EA		
34	D3131	0400902	STRAP,TIE DOWN:WD 12.7XTHK 0.75 MM SS304	30 000	EA		
35	D3132	0229555	SEAL TOOL-LESS BLUE D3132	5 000 000	EA		
36	D3147	0168481	TERM KIT 4C 1kV 120-150 SQ OD HSH D3147	40	EA		
37	D3147	0168325	TERM KIT 4C 1kV 70-95 SQ OD HSH D3147	300	EA		
38	D3150	0164307	BRACKET:STRUT SWIVEL WOOD POLE D3150	2 000	EA		
39	D3153	0175985	TAP CONN,TOFF 9.0-15.0 I/C D3153	10 000	EA		
40	D3163	0554115	CONNECTOR,LUG:AL/CU OAK/HARE M12 0 DEG	50	EA		
41	D3163	0554114	CONNECTOR,LUG:AL/CU MINK/PINE M12 0 DEG	200	EA		
42	D3163	0554113	CONNECTOR,LUG:AL/CU FOX/35 M12 0 DEG	1 300	EA		
43	D3171	0575056	COVER,ACCESS:PROTECTIVE ;IVORY B77	1 500 000	EA		
44	D3171	0643155	KIT:SPLIT METER READYBOARD RETROFIT D3171	500 000	EA		
45	D3182	0165097	BRACKET,ANGLE:WD 40 MM;LG 505 MM	2 200	EA		
46	D3228	0165580	JOINT, FULL TEN AUTO HARE/OAK D3228	100	EA		
47	D6059	0167508	CLEVIS-BALL 16mm 16L 80CL 120kN D6059	3 000	EA		
48	D6081	0206118	JOINT BALL:20 MM;M16;GS SANS 121 8.8	1 000	EA		
49	D6087	0206362	SPACER:ESC-B;COND 2X38.3MM;150MM CRS MM	5	EA		
50	D6087	0402557	SPACER:ES-A;COND 2X26.5MM;150MM CRS	200	EA		
51	D6292	0400518	TAPE ELECT EPR 18mm W x 0.76mm THK D6292	100	EA		
52	D7001	0165846	JOINT,M/SPAN COMP ST 19/2.65 13.55 D7001	100	EA		
53	D7001	0401816	JOINT,M/SPAN COMP WOLF 18.13 D7001	160	EA		
54	D7001	0165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001	900	EA		
55	D7001	0401590	JOINT,M/SPAN COMP BEAR 23.45 D7001	90	EA		
56	D7001	0164300	TURNBUCKLE,EYE TONGUE 120kN D7007	2 400	EA		

57	D7022	0401310	CLAMP,STRAIN:3B;70 KN;15-6 MM	10 000	EA		
58	D7023	0163384	STAYROD 133kN 2400x24 ADJUST D7023	5 000	EA		
59	D7028	0174771	SET:DEVICE WARNING 8.87-13.55;2	60	EA		
60	D7028	0206026	SET:DEVICE WARNING 18.13-23.88;2	10	EA		
61	D8006	0175646	KIT,TERM:3C ;XLPE ;11KV; OD ;95-185 MM2	1 000	EA		
62	D8006	0624548	KIT,TERM:3C ;XLPE ;OD ;95-185 ;XLPE	1 000	EA		
63	D8006	0635344	KIT,TERM:1C;XLPE;OD;630 MM2;11 KV	1 000	EA		
64	D8006	0175648	KIT,TERM:3C ;XLPE ;22KV; OD ;95-185 MM2	1 000	EA		
65	D8006	0175647	KIT,TERM:3C ;XLPE ;22KV; ID ;95-185	30	EA		
66	D8006	0184238	KIT,TERM:1C ;XLPE ;11KV; OD ;95-185 MM	25	EA		
67	D8006	0215114	KIT TERM:3C ;XLPE ES 11KV ID 95-185 MM2	30	EA		
68	D8008	0580858	KIT,CABLE JOINT:3C ;33 KV ;50-120 ;XLPE	40	EA		
69	D8008	0580852	KIT,CABLE JOINT:3C ;33 KV ;95-185 ;XLPE	40	EA		
70	D8008	0580846	KIT,CABLE JOINT:3C ;11 KV ;95-185 ;XLPE	1 000	EA		
71	D8008	0182553	KIT,CABLE JOINT:1C ;11 KV ;630 ;XLPE	30	EA		
72	D8008	0580849	KIT,CABLE JOINT:3C ;22 KV ;95-185 ;XLPE	1 000	EA		
73	D8014	0175797	JOINT KIT,2-4C 600/1000V 16-25 SQ D8014	10 200	EA		
74	D8014	0175798	JOINT KIT,2-4C 600/1000V 35-50 SQ D8014	8 920	EA		
75	D8014	0175799	JOINT KIT,2-4C 600/1000V 70-95 SQ D8014	7 200	EA		
76	D8014	0175800	JOINT KIT,2-4C 600/1000V 120-150SQ D8014	400	EA		
77	D8014	0175801	JOINT KIT,2-4C 600/1000V 185-240SQ D8014	300	EA		
78	D8017	0222312	CONNECTOR:SEP EXT SCR 22KV 70-185	30	EA		
79	D8017	0687352	CONNECTOR ELECT:SSC;95-185 MM2;22 KV	1 000	EA		
80	D8017	0580424	CONNECTOR:SEP SCR CBL 1 11KV 70-185	1 000	EA		
81	D8023	0404262	PIPE,MTLC:100 MM;GS;LG 2 M;THK 3.9 MM	10	M		
82	D8023	0250765	PIPE,MTLC:150 MM;GS;LG 3 M;THK 4.2 MM	20	M		

- Local content threshold of 100% must be adhered to throughout the contract period
- Collection from manufacturer/supplier and delivery to Eskom Warehouses will be undertaken by Rotran
- Indicate any CPA applicable to the contract here

PART 3: SCOPE OF WORK

Document reference	Title	
	This cover page	
C3.1	*Employer*'s Goods Information	
C3.2	*Supplier*'s Goods Information	

C3.1: *EMPLOYER'S* GOODS INFORMATION

Specification and description of the *goods*

Manufacture and/or supply of various Line Hardware Material, requested by the Materials Management Department within the Limlanga Cluster, on an "as and when" required basis, for a period of 5 years

ITEM LIST

Nr	DDT	SAP Material	Description
1	D0070	0597767	SPACER:BLOCK;TOP DIA 180 X LG 400 MM
2	D3008	0401307	CLAMP,STRAIN:3B ST/WIRE;70 KN;16-5 MM
3	D3008	0402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008
4	D3014	0241918	WASHER:SPRING M20 LOCK ID 20.7MM D3014
5	D3015	0163865	ROD,THD:M20-2.5-6G;LG 600 MM
6	D3053	0212724	BIRD DIVERTER:FLAPPER YELLOW SQ-CENT
7	D3053	0638563	BIRD DIVERTER:FLAPPER BLACK SQ-CENT
8	D3060	0198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060
9	D3060	0198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060
10	D3070	0168367	GLAND,CABLE:ADJUSTABLE;NO 1;BRS CD PLTD
11	D3070	0168279	GLAND,CABLE:ADJUSTABLE;NO 2;BRS NI PLTD
12	D3070	0168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD
13	D3070	0403461	GLAND,CABLE:ADJUSTABLE;NO 4;BRS NI PLTD
14	D3070	0175859	GLAND,CABLE:ADJUSTABLE;NO 5;BRS NI PLTD
15	D3070	0168368	GLAND,CABLE:ADJUSTABLE;NO 6;BRS NI PLTD
16	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073
17	D3073	0165848	JOINT,M/SPAN HARE/OAK I/C D3073
18	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073
19	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073
20	D3074	0554064	CONNECTOR,LUG:AL HORNET 1B M12 45 DEG
21	D3089	0165721	JOINT,MSPN SET 3x70+50SQ B/N ABC D3089
22	D3089	0165720	JOINT,MSPN SET 3x35+35SQ B/N ABC D3089
23	D3090	0163803	COACH SCREW,GALV 75x12 HEX HD D3090
24	D3093	0165559	CLAMP,EARTH ROD 16 RODPH/BRNZ D3093
25	D3098	0179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098
26	D3098	0179944	JOINT,NON-TEN AL 9.0-15.0 D I/C D3098
27	D3098	0214100	JOINT:NON-TEN CHIC/OAK/HAR AL I/CD3098
28	D3102	0404426	LUG, CRIMP CU 150.0SQxM12 F/H D3102
29	D3102	0404427	LUG, CRIMP CU 16.0SQxM12 F/H D3102
30	D3111	0164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111
31	D3127	0197853	PIPE,NON MTLC:16 MM;LDPE;THK 2 MM
32	D3127	0197852	PIPE,NON MTLC:10 MM;LDPE;THK 1.6 MM

33	D3127	0163525	PIPE,NON MTLC:61.8 MM;LDPE;LG 1 M
34	D3131	0400902	STRAP,TIE DOWN:WD 12.7XTHK 0.75 MM SS304
35	D3132	0229555	SEAL TOOL-LESS BLUE D3132
36	D3147	0168481	TERM KIT 4C 1kV 120-150 SQ OD HSH D3147
37	D3147	0168325	TERM KIT 4C 1kV 70-95 SQ OD HSH D3147
38	D3150	0164307	BRACKET:STRUT SWIVEL WOOD POLE D3150
39	D3153	0175985	TAP CONN,TOFF 9.0-15.0 I/C D3153
40	D3163	0554115	CONNECTOR,LUG:AL/CU OAK/HARE M12 0 DEG
41	D3163	0554114	CONNECTOR,LUG:AL/CU MINK/PINE M12 0 DEG
42	D3163	0554113	CONNECTOR,LUG:AL/CU FOX/35 M12 0 DEG
43	D3171	0575056	COVER,ACCESS:PROTECTIVE ;IVORY B77
44	D3171	0643155	KIT:SPLIT METER READYBOARD RETROFIT D3171
45	D3182	0165097	BRACKET,ANGLE:WD 40 MM;LG 505 MM
46	D3228	0165580	JOINT, FULL TEN AUTO HARE/OAK D3228
47	D6059	0167508	CLEVIS-BALL 16mm 16L 80CL 120kN D6059
48	D6081	0206118	JOINT BALL:20 MM;M16;GS SANS 121 8.8
49	D6087	0206362	SPACER:ESC-B;COND 2X38.3MM;150MM CRS MM
50	D6087	0402557	SPACER:ES-A;COND 2X26.5MM;150MM CRS
51	D6292	0400518	TAPE ELECT EPR 18mm W x 0.76mm THK D6292
52	D7001	0165846	JOINT,M/SPAN COMP ST 19/2.65 13.55 D7001
53	D7001	0401816	JOINT,M/SPAN COMP WOLF 18.13 D7001
54	D7001	0165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001
55	D7001	0401590	JOINT,M/SPAN COMP BEAR 23.45 D7001
56	D7001	0164300	TURNBUCKLE,EYE TONGUE 120kN D7007
57	D7022	0401310	CLAMP,STRAIN:3B;70 KN;15-6 MM
58	D7023	0163384	STAYROD 133kN 2400x24 ADJUST D7023
59	D7028	0174771	SET:DEVICE WARNING 8.87-13.55;2
60	D7028	0206026	SET:DEVICE WARNING 18.13-23.88;2
61	D8006	0175646	KIT,TERM:3C ;XLPE ;11KV; OD ;95-185 MM2
62	D8006	0624548	KIT,TERM:3C ;XLPE ;OD ;95-185 ;XLPE
63	D8006	0635344	KIT,TERM:1C;XLPE;OD;630 MM2;11 KV
64	D8006	0175648	KIT,TERM:3C ;XLPE ;22KV; OD ;95-185 MM2
65	D8006	0175647	KIT,TERM:3C ;XLPE ;22KV; ID ;95-185
66	D8006	0184238	KIT,TERM:1C ;XLPE ;11KV; OD ;95-185 MM
67	D8006	0215114	KIT TERM:3C ;XLPE ES 11KV ID 95-185 MM2
68	D8008	0580858	KIT,CABLE JOINT:3C ;33 KV ;50-120 ;XLPE
69	D8008	0580852	KIT,CABLE JOINT:3C ;33 KV ;95-185 ;XLPE
70	D8008	0580846	KIT,CABLE JOINT:3C ;11 KV ;95-185 ;XLPE
71	D8008	0182553	KIT,CABLE JOINT:1C ;11 KV ;630 ;XLPE
72	D8008	0580849	KIT,CABLE JOINT:3C ;22 KV ;95-185 ;XLPE
73	D8014	0175797	JOINT KIT,2-4C 600/1000V 16-25 SQ D8014
74	D8014	0175798	JOINT KIT,2-4C 600/1000V 35-50 SQ D8014
75	D8014	0175799	JOINT KIT,2-4C 600/1000V 70-95 SQ D8014
76	D8014	0175800	JOINT KIT,2-4C 600/1000V 120-150SQ D8014

77	D8014	0175801	JOINT KIT,2-4C 600/1000V 185-240SQ D8014
78	D8017	0222312	CONNECTOR:SEP EXT SCR 22KV 70-185
79	D8017	0687352	CONNECTOR ELECT:SSC;95-185 MM2;22 KV
80	D8017	0580424	CONNECTOR:SEP SCR CBL 1 11KV 70-185
81	D8023	0404262	PIPE,MTLC:100 MM;GS;LG 2 M;THK 3.9 MM
82	D8023	0250765	PIPE,MTLC:150 MM;GS;LG 3 M;THK 4.2 MM

Local content threshold of 100% must be adhered to throughout the contract period

Factory acceptance testing (FAT)

Core Clauses 40 and 41 both refer to the Goods Information regarding tests and inspections.
There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Employer*'s nomination. Note, *Supplier* may not restrict *Supply Manager*'s right to witness tests per clause 25.2

Other tests and inspections and commissioning in place of use

Not applicable

Operating manuals and maintenance schedules

Not applicable

Supply Requirements

The Supply Requirements for this contract are in scope of work to the Contract Data provided by the *Employer*.

Specification of the *service*s to be provided

As per the technical DDT Drawing and specifications applicable to this transaction

Constraints on how the *Supplier* Provides the Goods

Programming constraints

Work to be done by the Delivery Date as per each official Eskom Purchase Order

Marking the *goods*

As per technical specifications

Constraints at the delivery place and place of use

Rotran is responsible for delivery to Eskom Warehouses within the Limlanga Cluster

Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Employer* is aware of the *Supplier*'s need to co-operate with Others (for example where the supply is to one of the *Employer*'s contractor's on a project or design of the *goods* needs to be discussed with Others)

Services & other things to be provided by the *Employer* or *Supplier*

Will be indicated per Purchase Order

Management meetings

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

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

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

Documentation control

Documents will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example, that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

Health and safety risk management

All suppliers shall comply with, but not limited to the following legislation during the period of this contract.

- The National Road Traffic Act (Act 93 of 1996)
- The Hazardous Substance Act (Act 15 of 1973)
- The Occupational, Health and Safety Act (Act 85 0f 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)
- The National Water Act (Act 36 of 1998)
- The National Waste Management Act (Act 59 of 2008
- All Environmental Provincial and Local Government laws relevant to the scope of work

All suppliers shall comply with all relevant Eskom procedures but not limited to the following:

- Waste Management Procedure: EPC 32-245
- The Limpopo Operating Unit (LOU) Waste Management Plan: 240- 84907678
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

Ensure that all Health and Safety Plans are updated to include the management of all COVID 19 risks (office and on – site, transportation, during lunch breaks etc.)

Environmental constraints and management

The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Contractor:

- accepts that the Employer may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of works; and
- undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor's direction and control, likewise observe and comply with the foregoing.

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

Quality

Specifications applicable to this contract

Title	Date or revision	Tick if publicly available
General Specifications:		
Supplier Quality Management Specification		
Quality Control Plan or Inspection Test Plan		
DDT Documents per sap material number		

Invoicing and payment

Invoicing and payment

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 4740101508;

- **The total of;**

- The Price for each lump sum item in the Price Schedule or Official SAP Purchase Order which the *Supplier* has created and sent to the supplier;

- Where a quantity is stated for an item in the Price Schedule or Official SAP Purchase 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;

INVOICES TO BE EMAILED TO;

Invoiceseskomlocal@eskom.co.za

3.4 Records of Defined Cost

The supplier is advised to uphold a good recordkeeping system of all orders placed, quantities delivered, invoices issued, invoices outstanding, all communication regarding the contract. This will ensure transparency and ease of solving any queries that might arise during the lifespan of the contract.

Insurance provided by the *Employer*

As per the Contract Data

Contract change management

Compensation events Process will be followed.

Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply*

Manager to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Employer*'s right to termination stated in this contract.

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

The *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

Procurement

Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Employer* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

Other requirements related to procurement

Other requirements such as ASGISA or socio-political enhancements the *Supplier* is to provide as part of Providing the Goods and Services (if any) could be included here.

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
Drawings will be available on request		

C3.2 *SUPPLIER*'S GOODS INFORMATION

Manufacture and/or supply of the listed material to the Eskom Limlanga Cluster Warehouses

Nr	DDT	SAP Material	Description
1	D0070	0597767	SPACER:BLOCK;TOP DIA 180 X LG 400 MM
2	D3008	0401307	CLAMP,STRAIN:3B ST/WIRE;70 KN;16-5 MM
3	D3008	0402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008
4	D3014	0241918	WASHER:SPRING M20 LOCK ID 20.7MM D3014
5	D3015	0163865	ROD,THD:M20-2.5-6G;LG 600 MM
6	D3053	0212724	BIRD DIVERTER:FLAPPER YELLOW SQ-CENT
7	D3053	0638563	BIRD DIVERTER:FLAPPER BLACK SQ-CENT
8	D3060	0198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060
9	D3060	0198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060
10	D3070	0168367	GLAND,CABLE:ADJUSTABLE;NO 1;BRS CD PLTD
11	D3070	0168279	GLAND,CABLE:ADJUSTABLE;NO 2;BRS NI PLTD
12	D3070	0168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD
13	D3070	0403461	GLAND,CABLE:ADJUSTABLE;NO 4;BRS NI PLTD
14	D3070	0175859	GLAND,CABLE:ADJUSTABLE;NO 5;BRS NI PLTD
15	D3070	0168368	GLAND,CABLE:ADJUSTABLE;NO 6;BRS NI PLTD
16	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073
17	D3073	0165848	JOINT,M/SPAN HARE/OAK I/C D3073
18	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073

19	D3073	0165579	JOINT,M/SPAN FOX/35 I/C D3073
20	D3074	0554064	CONNECTOR,LUG:AL HORNET 1B M12 45 DEG
21	D3089	0165721	JOINT,MSPN SET 3x70+50SQ B/N ABC D3089
22	D3089	0165720	JOINT,MSPN SET 3x35+35SQ B/N ABC D3089
23	D3090	0163803	COACH SCREW,GALV 75x12 HEX HD D3090
24	D3093	0165559	CLAMP,EARTH ROD 16 RODPH/BRNZ D3093
25	D3098	0179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098
26	D3098	0179944	JOINT,NON-TEN AL 9.0-15.0 D I/C D3098
27	D3098	0214100	JOINT:NON-TEN CHIC/OAK/HAR AL I/CD3098
28	D3102	0404426	LUG, CRIMP CU 150.0SQxM12 F/H D3102
29	D3102	0404427	LUG, CRIMP CU 16.0SQxM12 F/H D3102
30	D3111	0164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111
31	D3127	0197853	PIPE,NON MTLC:16 MM;LDPE;THK 2 MM
32	D3127	0197852	PIPE,NON MTLC:10 MM;LDPE;THK 1.6 MM
33	D3127	0163525	PIPE,NON MTLC:61.8 MM;LDPE;LG 1 M
34	D3131	0400902	STRAP,TIE DOWN:WD 12.7XTHK 0.75 MM SS304
35	D3132	0229555	SEAL TOOL-LESS BLUE D3132
36	D3147	0168481	TERM KIT 4C 1kV 120-150 SQ OD HSH D3147
37	D3147	0168325	TERM KIT 4C 1kV 70-95 SQ OD HSH D3147
38	D3150	0164307	BRACKET:STRUT SWIVEL WOOD POLE D3150
39	D3153	0175985	TAP CONN,TOFF 9.0-15.0 I/C D3153
40	D3163	0554115	CONNECTOR,LUG:AL/CU OAK/HARE M12 0 DEG
41	D3163	0554114	CONNECTOR,LUG:AL/CU MINK/PINE M12 0 DEG
42	D3163	0554113	CONNECTOR,LUG:AL/CU FOX/35 M12 0 DEG
43	D3171	0575056	COVER,ACCESS:PROTECTIVE ;IVORY B77
44	D3171	0643155	KIT:SPLIT METER READYBOARD RETROFIT D3171
45	D3182	0165097	BRACKET,ANGLE:WD 40 MM;LG 505 MM
46	D3228	0165580	JOINT, FULL TEN AUTO HARE/OAK D3228
47	D6059	0167508	CLEVIS-BALL 16mm 16L 80CL 120kN D6059
48	D6081	0206118	JOINT BALL:20 MM;M16;GS SANS 121 8.8
49	D6087	0206362	SPACER:ESC-B;COND 2X38.3MM;150MM CRS MM
50	D6087	0402557	SPACER:ES-A;COND 2X26.5MM;150MM CRS
51	D6292	0400518	TAPE ELECT EPR 18mm W x 0.76mm THK D6292
52	D7001	0165846	JOINT,M/SPAN COMP ST 19/2.65 13.55 D7001
53	D7001	0401816	JOINT,M/SPAN COMP WOLF 18.13 D7001
54	D7001	0165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001
55	D7001	0401590	JOINT,M/SPAN COMP BEAR 23.45 D7001
56	D7001	0164300	TURNBUCKLE,EYE TONGUE 120kN D7007
57	D7022	0401310	CLAMP,STRAIN:3B;70 KN;15-6 MM
58	D7023	0163384	STAYROD 133kN 2400x24 ADJUST D7023
59	D7028	0174771	SET:DEVICE WARNING 8.87-13.55;2
60	D7028	0206026	SET:DEVICE WARNING 18.13-23.88;2
61	D8006	0175646	KIT,TERM:3C ;XLPE ;11KV; OD ;95-185 MM2
62	D8006	0624548	KIT,TERM:3C ;XLPE ;OD ;95-185 ;XLPE

63	D8006	0635344	KIT,TERM:1C;XLPE;OD;630 MM2;11 KV
64	D8006	0175648	KIT,TERM:3C ;XLPE ;22KV; OD ;95-185 MM2
65	D8006	0175647	KIT,TERM:3C ;XLPE ;22KV; ID ;95-185
66	D8006	0184238	KIT,TERM:1C ;XLPE ;11KV; OD ;95-185 MM
67	D8006	0215114	KIT TERM:3C ;XLPE ES 11KV ID 95-185 MM2
68	D8008	0580858	KIT,CABLE JOINT:3C ;33 KV ;50-120 ;XLPE
69	D8008	0580852	KIT,CABLE JOINT:3C ;33 KV ;95-185 ;XLPE
70	D8008	0580846	KIT,CABLE JOINT:3C ;11 KV ;95-185 ;XLPE
71	D8008	0182553	KIT,CABLE JOINT:1C ;11 KV ;630 ;XLPE
72	D8008	0580849	KIT,CABLE JOINT:3C ;22 KV ;95-185 ;XLPE
73	D8014	0175797	JOINT KIT,2-4C 600/1000V 16-25 SQ D8014
74	D8014	0175798	JOINT KIT,2-4C 600/1000V 35-50 SQ D8014
75	D8014	0175799	JOINT KIT,2-4C 600/1000V 70-95 SQ D8014
76	D8014	0175800	JOINT KIT,2-4C 600/1000V 120-150SQ D8014
77	D8014	0175801	JOINT KIT,2-4C 600/1000V 185-240SQ D8014
78	D8017	0222312	CONNECTOR:SEP EXT SCR 22KV 70-185
79	D8017	0687352	CONNECTOR ELECT:SSC;95-185 MM2;22 KV
80	D8017	0580424	CONNECTOR:SEP SCR CBL 1 11KV 70-185
81	D8023	0404262	PIPE,MTLC:100 MM;GS;LG 2 M;THK 3.9 MM
82	D8023	0250765	PIPE,MTLC:150 MM;GS;LG 3 M;THK 4.2 MM

Local content threshold of 100% must be adhered to throughout the contract period