



## NEC3 Supply

# Short Contract (SSC3)

A contract between **ESKOM HOLDINGS SOC LIMITED**  
(Reg No. 2002/015527/06)

and [Insert at award stage]  
(Reg No. \_\_\_\_\_ )

for **Supply and delivery of concrete trench covers at various substations in Transmission East Grid**

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Documentation prepared by: **Kiashen Naidoo**

# 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 and delivery of concrete trench covers at various substations in Transmission East Grid

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 | <b>R</b> |
| Value Added Tax @ 14% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (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

## 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.

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. \_\_\_\_\_'

## 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

Name

Capacity

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: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the NEC3 Supply Short Contract (December 2009) (SSC3)<sup>1</sup> 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                                                                                                                                                    |
|----------------|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General</b> |                                                                                                        |                                                                                                                                                         |
| 10.1           | The <i>Purchaser</i> is (Name):                                                                        | <b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b> |
|                | Address                                                                                                | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>                                                                         |
|                | Represented by:                                                                                        | <b>Kiashen Naidoo</b>                                                                                                                                   |
|                | Tel No.                                                                                                | <b>031 – 279 6372</b>                                                                                                                                   |
|                | Fax No.                                                                                                | <b>0866636756</b>                                                                                                                                       |
|                | E-mail address                                                                                         | <b>Kiashen.aidoo@eskom.co.za</b>                                                                                                                        |
| 11.2(4)        | The <i>delivery date</i> is                                                                            | <b>The delivery date is identified in the Batch Order</b>                                                                                               |
| 11.2(5)        | The Goods Information is in                                                                            | <b>the document called 'Goods Information' in Part 3 of this contract.</b>                                                                              |
| 11.2(8)        | The <i>goods</i> are                                                                                   | <b>Supply and delivery of Trench covers</b>                                                                                                             |
| 12.2           | The <i>law of the contract</i> is                                                                      | <b>the Republic of South Africa</b>                                                                                                                     |
| 13.2           | The <i>period for reply</i> is                                                                         | <b>one week</b>                                                                                                                                         |
| 15.1           | The <i>premises</i> are                                                                                | <b>Pegasus substation in Transmission East Grid</b>                                                                                                     |
| 23.1           | The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order. | <b>No</b>                                                                                                                                               |
| 23.1           | If the <i>goods</i> are instructed by Batch Order,                                                     |                                                                                                                                                         |
|                | the batch order interval is                                                                            | <b>Once off</b>                                                                                                                                         |
|                | the end date is                                                                                        | <b>N/A</b>                                                                                                                                              |
|                | the quantity range of <i>goods</i> in a batch is                                                       | <b>3000 concrete trench covers</b>                                                                                                                      |
| 30.1           | The <i>starting date</i> is.                                                                           | <b>01 October 2026</b>                                                                                                                                  |

<sup>1</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 011 803 3009

|                      |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41.1                 | The <i>defects date</i> is                                                                                                                               | <b>Delivery date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 42.2                 | The period for the correction of Defects after Delivery is                                                                                               | <b>1 week</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 50.1                 | The <i>assessment day</i> is the                                                                                                                         | <b>25<sup>th</sup> of each month.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 50.5                 | The <i>delay damages</i> are                                                                                                                             | <b>0.1% per day.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 51.2                 | The interest rate on late payment is                                                                                                                     | <b>0.5% per complete week of delay.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 84.1                 | The <i>Purchaser</i> provides this insurance                                                                                                             | <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1. Insurance against |                                                                                                                                                          | <b>Loss of or damage to the <i>goods</i>, plant and materials and loss of or damage to the <i>Purchaser's</i> surrounding property.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Cover / indemnity is |                                                                                                                                                          | <b>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      |                                                                                                                                                          | <b>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| The deductibles are  |                                                                                                                                                          | <b>See data for clause 86.2 below and Annexure B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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 | <b>Nil Rand</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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                          | <p><b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" {choose the applicable format, then delete the others and this note}, insurance policy available on <a href="http://www.eskom.co.za/c/101/insurance-policies-procedures/">http://www.eskom.co.za/c/101/insurance-policies-procedures/</a> and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</b></p> <ul style="list-style-type: none"> <li><b>• R15 million (fifteen million Rand) for Generation Division property;</b></li> <li><b>• R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;</b></li> <li><b>• R1 million (one million Rand) for Distribution Division and all other</b></li> </ul> |

| <b>Purchaser's property</b>    |                                                                                                                                                  |                                                                                                                                                                                   |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>See notes in Annexure B</b> |                                                                                                                                                  |                                                                                                                                                                                   |
| 93.1                           | The <i>Adjudicator</i> is (Name)                                                                                                                 | the person selected from the Panel of Adjudicators listed in Annexure A to this Contract Data by the Party intending to refer a dispute to him.                                   |
| 93.2(2)                        | The <i>Adjudicator nominating body</i> is:                                                                                                       | the Chairman of ICE-SA, (a Division of the South African Institution of Civil Engineering), or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) |
| 93.4                           | The <i>tribunal</i> is:                                                                                                                          | arbitration.                                                                                                                                                                      |
|                                | If the <i>tribunal</i> is arbitration, 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.                                  |
| 11.1                           | <b>The <i>conditions of contract</i> are the NEC3 Supply Short Contract (December 2009)<sup>2</sup> and the following additional conditions.</b> |                                                                                                                                                                                   |

## **Z1 Cession delegation and assignment**

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

## **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 Ethics**

- Z3.1 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

<sup>2</sup> State whether attached as a 'PDF' file in terms of an ePrint licence from the publishers, Thomas Telford Ltd in UK, or to be obtained from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za), Tel 011 803 3008, Fax 011 803 3009

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 or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

- Z3.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

- Z3.3 Notwithstanding the provisions of clause 90, the procedures on termination in terms of this clause are the same as for Reason 3 identified in clause 90.3

## **Z4 Confidentiality**

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

## **Z5 Waiver and estoppel: Add to clause 12.3:**

- Z5.1 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.

## **Z6 Provision of a Tax Invoice and interest. Add to clause 51**

- Z6.1 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.
- Z6.2 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.

- Z6.3 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.

**Z7            *Purchaser's limitation of liability***

- Z7.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z7.2 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.

**Z8            *Termination: Add to clause 90.2 before (Reason 1)***

- Z8.1        or had a judicial management order granted against it.

**Z9            *Addition to clause 50.5***

- Z9.1 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 Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.
-

## Annexure A: The *Purchaser's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Purchaser's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

| Name                   | Location  | Contact details (phone & e mail)                                                    |
|------------------------|-----------|-------------------------------------------------------------------------------------|
| Nigel ANDREWS          | Gauteng   | +27 11 836-6760<br>nigela@quoin.net                                                 |
| Andrew BAIRD           | Gauteng   | +27 11 803 3008<br><a href="mailto:andrew@ecs.co.za">andrew@ecs.co.za</a>           |
| Christopher BINNINGTON | Gauteng   | +27 11 888-6141<br><a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>                 |
| Peter HIGGINS          | UK        | +44 1293 873 868<br>peterhiggins@pdconsult.co.uk                                    |
| Adv. Bruce LEECH       | Gauteng   | +27 11 290 4000<br>leech@counsel.co.za                                              |
| Nigel NILEN            | Gauteng   | +27 11 465 3601;<br>nilences@global.co.za                                           |
| Robert St. LEGER       | Cape Town | +27 21 794 7488<br><a href="mailto:bobst@iafrica.com">bobst@iafrica.com</a>         |
| Peter THURLOW          | Gauteng   | +27 11 787 6226<br><a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a> |

Information about the Panel and appointment of the selected *Adjudicator* is available from the *Purchaser* at +27 11 800 4031 or [Leighton.ltholeng@eskom.co.za](mailto:Leighton.ltholeng@eskom.co.za)

## **Annexure B: Insurance provided by the *Purchaser***

*These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.*

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

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

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

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

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

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

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

### **All other insurance**

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

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

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

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

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

<http://www.eskom.co.za/c/101/insurance-policies-procedures/>

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

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (December 2009) and the relevant parts of its Guidance Notes (SSC3-GN)<sup>3</sup> 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 26 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):<br><br>Address<br><br>Tel No.<br><br>Fax No.<br><br>E-mail address |                                                                         |
| 11.2(7) | The Price Schedule is in                                                                          | <b>the document called 'Price Schedule' in Part 2 of this contract.</b> |
| 11.2(7) | The offered total of the Prices                                                                   | <b>See C1.1 Form of Offer and Acceptance</b>                            |
| 63.2    | The percentage for overheads and profit added to the Defined Cost is                              | %                                                                       |

<sup>3</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 011 803 3009.

# 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.

## C2.2 Price Schedule

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

| Quantity | Full Description / Specification Of Item Required | Unit Price<br>(Exl VAT) | Total price |
|----------|---------------------------------------------------|-------------------------|-------------|
| 3000     | trench covers for Pegasus substation              |                         |             |
| 1        | transport to Pegasus substation                   |                         |             |

## C3: Scope of Work

### C3.1 Goods Information

Supply and delivery of concrete trench covers to Pegasus substation

#### 1. Description of the *goods*

Steel reinforced concrete trench covers are to be manufactured as per Eskom specification, drawing number 0.54-390-17a-3. Once manufactured, the test certificates for MPa are to be submitted to Eskom engineer for validation. Once accepted, the remainder of the trench covers are to be made from the same mould and delivered to the specified sites in KZN.

#### 2. Specifications

| Title                                                                            | Date or revision       | Tick if publicly available |
|----------------------------------------------------------------------------------|------------------------|----------------------------|
| <b><u>General Specifications:</u></b>                                            |                        |                            |
| SHEQ Policy                                                                      | EPL 32-727             | √                          |
| Site Regulations & Access Control                                                | NWS 1058<br>NWS 1494   | √                          |
| Environmental Requirements for the Procurment of Assets, Goods and Services      | TST 41-120             | √                          |
| Quality Assurance Requirements for the Procurement of Assets, Goods and Services | QM 58                  | √                          |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
| <b><u>Technical specifications:</u></b>                                          |                        |                            |
| <b>Grated concrete trench covers</b>                                             | <b>0.54-390-17a-3-</b> | √                          |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |
|                                                                                  |                        |                            |

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

The trench covers must be delivered to the specified sites in KZN within business hours of 08h00-16h00 on weekdays. Delivery can be made in batches for larger amounts but there will only be 1 delivery fee paid. Supplier is to ensure that they make provision for this in their quotations.

### 3.1 Subcontracting

N/A

### 3.2 Use of standard forms

Contracting parties must use NEC Supply Short Contract 3 standard forms available in the Eskom Intranet for the administration of the contract

### 3.3 Invoicing and payment

The contractor must submit the invoice to Transmission to HV Plant Department (*Purchaser's Representative*) within 3 days after delivery of goods.

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:

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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 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;

All the *original* invoices to be sent to:

The Eskom Purchaser's Representative  
1 ON LANGFORD ROAD  
Westville  
Durban  
3630

ATTENTION: Kiashen Naidoo

TEL: +27 31 279 6372

### 3.4 BBBEE and preferencing scheme

In terms of the Preferential Procurement Policy Framework Act (PPPFA) THE 80/20 scoring system will be applicable for this contract.

Failure to submit B-BBEE certificates will result in the tenderer not qualifying for preferential points.

### 3.5 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in document 32-727, 32-136 and 32-726 and those stipulated on pages 4 and 5 of the health and safety specification for this project.

1. Specific Risk Assessment (Theory): Identification & mitigation of hazards: See 32-520 and 240-70044602 Risk Assessment Template for models.

Baseline Risk Assessments to be conducted by both Client and Contractor.

Task-specific Risk Assessment to be conducted by appointed Risk Assessors for any work identified as being of particularly high or unusual risk, and to be submitted to Eskom Client Agent for Safety approval.

2. OHS Act: Construction Regulations (ALL), Electrical Installation Regulations, Electrical Machinery Regulations, Facilities Regulations, others that may apply.
3. Eskom Operating Regulations for High Voltage Systems (32-846): Sections 1, 2, 3 & 5.
4. Eskom Standards & Procedures pertaining to Safety and especially to the Contractor- related aspects:

- 32-726 SHE Requirements for the Eskom Commercial Process
- 32-727 Eskom Policy: Safety, Health, Environmental and Quality
- 32-520 Occupational Health and Safety Risk Assessment Procedure
- 240-70044602 Risk Assessment Template
- 32-36 Smoking Procedure
- 32-93 Vehicle and Driver Safety Management
- 32-136 Standard: Eskom Contractor Health & Safety Requirements
- 32-345 Specification: Eskom Vehicle Safety
- 32-418 Working at Height
- 240- 62196227 Directive: Eskom Life Saving Rules (Previously *Cardinal Rules*)
- Eskom Zero Harm Document OHS/01/12: Occupational Health and Safety Briefing Note: Title: USE OF HARD HATS WITH CHIN STRAPS IN ESKOM. (*Essentially a Safety Helmet/Hard Hat Specification*)
- Construction Regulations Audit document: 240-75248969 Rev. 1
- 32-846 Eskom Operating Regulations for High Voltage Systems
- 32-95 Environmental, Occupational Health and Safety Incident Management Procedure
- Eskom Environmental, Occupational Health and Safety Incident Management procedure 32-95

- SHE specification provided
- 240-43848327 Employees' right of refusal to work in an unsafe situation
- 32-245 Eskom Waste Management Standard
- Other documents as may specified in time.
- Any documents listed here but not normally provided to the Principal Contractor may be requested from Eskom.

### 3.6 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated document 32-727, TST41-120 and 32-726.

#### Environmental Documents to be Listed;

1. **32-727** – Eskom SHEQ Policy
2. **TST41-120** - Environmental Requirements for the Procurement of Assets Goods & Services
3. **32-726** – SHE Requirements for the Eskom Commercial Process
4. **TRM-TE-0231** – Supplier EMP to be compiled according to this contract
5. **TRM-FM-0092** – Generic Guideline EMP
6. **SANS 10368:2007** – Transport of low-hazard goods in bulk – Emergency information for road vehicles (**available on request**)

| Requirements                                                                                            | Details                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Identify possible emergency situations and submit effective EP Plans.                                | Prepare and submit effective emergency preparedness plans for all activities that could result in an emergency situation requiring urgent reaction or to avert negative environmental impacts. (environmental emergencies e.g. spillages, lightning, snakes, earthquake, severe weather conditions etc.                                                       |
| 2. Site and SOW specific EMP                                                                            | Prepare and submit a site specific Environmental Management Programme according to TRM-TE-0231 (Example attached) and must address all the activities, environmental aspects and impacts, objectives and targets, legal and training requirements as well as mitigation measures in order to minimise environmental impact for the specific listed activities |
| 3. Waste Management Plan                                                                                | Prepare and submit a Waste Management Plan which includes the register of possible waste to be generated by the project, the proposed template for recording of waste to be removed, recycled and disposed of during the project and the name and copy of permit of the proposed registered landfill site/s to be used for the project.                       |
| 4. Method statements of activities that has an impact on the environment and how it would be addressed. | Prepare and submit method statements as to how activities that would have adverse effects on the environment would be addressed. These activities must include but should not be limited to site establishment, batching, wash bay etc.                                                                                                                       |
| 5. Environmental Representative appointed in writing.                                                   | Prepare and submit a signed and dated Environmental Representative Appointment Letter of a person who has the necessary qualification in Environmental Management who has defined responsibilities and authorities for the implementation of all environmental management requirements on the project.                                                        |

|                                       |                                                                                                                                                   |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Compliance with Legal Requirements | List of all applicable legislation including SANS and provide proof of its compliance, (e.g. letters of communication, licences and permits etc.) |
| 7. ISO 14001 Compliance               | Provide proof of its compliance                                                                                                                   |

**ALTERNATIVELY;**

To show compliance if not ISO accredited, the following **MANDATORY DOCUMENTS** must be submitted for evaluation purposes;

1. Procedure for the Control of Documents
2. Procedure for the Control of Records
3. Procedure to manage Non-Conformance, Corrective Action and Preventative Action

**OBJECTIVE CRITERIA  
TECHNICAL**

1. ISO 14001 Compliance
2. Registration with an accredited Body or Association as transporter
3. Response Team in KZN – Proof to be provided

**3.7 Quality assurance requirements**

The *Contractor* shall comply with the quality criteria and constraints stated in document QM-58.

#### 4. Supply requirements

**Supply of goods shall be limited to the following days and times:**

- 1. Between 08h00 and 16h00 on the day agreed between the supplier and the supply manager.**
  - 2. The batch of trench covers shall be accompanied by a delivery note which must be signed by the receiving party at Eskom and a copy made available at the substation.**
  - 3. The supplier will make use of an offloading facility such as a crane or similar to offload at Pegasus substation at a specific point within the substation as stipulated by the engineering assistant of the substation or the supervisor**
4. The Supplier shall be able to deliver trench covers at Pegasus substation
  5. The Supplier shall provide response to contractual handling of the trench covers between the users (site location, Grids/OU) and itself.

## 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*)