



NEC3 Supply Contract (SC3)

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

and

for The manufacture, test, supply and delivery of estimated quantities of master locks (Padlocks) and keys for use on electrical and related equipment on an 'as and when' required basis within Distribution, Central East Cluster-KwaZulu Natal Operating Unit (KZN OU), for a period of thirty-six (36) months.

Contents:

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Enquiry Number: E2832DXKZNOU

Closing Date: 18 MAY 2026

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

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

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

C1.1 Form of Offer & Acceptance

Offer

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

The manufacture, test, supply and delivery of estimated quantities of master locks (Padlocks) and keys for use on electrical and related equipment on an 'as and when' required basis within Distribution, Central East Cluster- KwaZulu Natal Operating Unit (KZN OU), for a period of thirty-six (36) months.

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

	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
In words		

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

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

Name &
signature of
witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X13: Performance bond Z: Additional conditions of contract:
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013) This document must be read in conjunction with the Supply Contract Guidance Notes.
10.1	The <i>Purchaser</i> is	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Marilyn Stanley
	Tel	+27 51 4045326
	e-mail	stanleme@eskom.co.za
11.2(13)	The <i>goods</i> are	Various Master Locks and Keys
11.2(14)	The following matters will be included in the Risk Register	1. Late deliveries 2. Changes in the Law 3. Non-conformance to specification
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

3	Time	
30.1	The <i>starting date</i> is	TBA
30.1	The delivery date of the goods:	goods <i>Delivery date</i>
4	Testing and defects	
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Monthly
51.4	The <i>interest rate</i> is	<p>(the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Late deliveries 2. Changes in the Law 3. Non-conformance to specification
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" insurance policy available from Eskom Group Insurance</p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R2 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<p>The greater of</p> <p>the total of the Prices</p> <p>And where a claim is made against the <i>Purchaser's</i> insurance the amounts excluded and unrecoverable from the <i>Purchaser's</i> insurance</p>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Supplier's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters the <i>Supplier</i> is liable under this contract for:</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the <i>goods</i> .

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a
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		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).												
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)												
94.4(2)	The <i>tribunal</i> is:	Arbitration												
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.												
94.4(5)	The place where arbitration is to be held is	South Africa												
	The person or organisation who will choose an arbitrator													
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.												
	- if the arbitration procedure does not state who selects an arbitrator, is													
10	Data for Option clauses													
X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is	Rates will be fixed for 16 months from base date, thereafter annual escalation based on SEIFSA will be applied. The base date refers to the month prior to tender closing The ruling month refers to the month prior the anniversary of the contract.												
	The proportions used to calculate the Price Adjustment Factor are:	<table><tr><th>Seifsa Table</th><th>Weights %</th></tr><tr><td>Fixed</td><td>15</td></tr><tr><td>Steel - Table Q-2(A) 316b</td><td>68</td></tr><tr><td>Labour - Table C-4</td><td>8</td></tr><tr><td>Logistics - Table L-2(B)</td><td>5</td></tr><tr><td>Miscellaneous - Table D-4</td><td>4</td></tr></table>	Seifsa Table	Weights %	Fixed	15	Steel - Table Q-2(A) 316b	68	Labour - Table C-4	8	Logistics - Table L-2(B)	5	Miscellaneous - Table D-4	4
Seifsa Table	Weights %													
Fixed	15													
Steel - Table Q-2(A) 316b	68													
Labour - Table C-4	8													
Logistics - Table L-2(B)	5													
Miscellaneous - Table D-4	4													
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	0.25% per day up to a maximum of 15% per batch order.												
Z	The <i>additional conditions of contract</i> are													
		Z1 to Z12 always apply for Eskom												

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

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

87

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

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

Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z15.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z15.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z15.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z15.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
Z15.5	The <i>Supplier's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z15.6	The <i>Supplier</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
Z15.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	The manufacture, test, supply and delivery of estimated quantities of master locks (Padlocks) and keys for use on electrical and related equipment on an 'as and when' required basis within Distribution, Central East Cluster- KwaZulu Natal Operating Unit (KZN OU), for a period of thirty-six (36) months.	
2. The requirements for transport are	Price tendered to be inclusive of Delivery.	
3. The delivery place is	Various sites in Distribution, Central East Cluster (KZNOU).	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Eskom
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)³ and the relevant parts of its Guidance Notes (SC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(11)	The tendered total of the Prices is	
11.2(12)	The <i>price schedule</i> is in:	C2.2
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late deliveries 2. Changes in the Law 3. Non-conformance to specification
30.1	The <i>delivery date</i> of the <i>goods</i> is:	<i>Will be stated on the purchase release order</i>

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Item nr	Description	Unit	Quantity	Rate	Price
187152	PADLOCK, ST LV MASTER KZN OU D6050	ea	340000		
187159	PADLOCK, ST PROH MASTER KZN OU D6050	ea	3508		
187166	PADLOCK, ST OPER MASTER KZN OU D6050	ea	3000		
187173	PADLOCK, ST LIVE MASTER KZN OU D6050	ea	1200		
187180	PADLOCK, ST TSO MASTER KZN OU D6050	ea	150		
573533	PADLOCK:ST GENERAL MASTER; WHT; KZN OU	ea	100		
0187187	KEY: PADLOCK MASTER RESTR-A ORANGE KZNOU	ea	340000		
0187194	KEY: PADLOCK MASTER PROH GREEN KZNOU	ea	3508		
0187211	KEY: PADLOCK MASTER OPER YELLOW KZNOU	ea	3000		
0187218	KEY: PADLOCK MASTR LIVE CHMBR BLACK KZNOU	ea	1200		
0187227	KEY: PADLCOK MASTRER TSO BLUE KZNOU	ea	150		
0573506	KEY: PADLOCK MASTER GENERAL WHITE KZNOU	ea	100		

The total of the Prices
Excluding VAT

Name of the Supplier	
Designation:	
Lead Time	
Signature:	
Date:	

C3.1: *PURCHASER'S* GOODS INFORMATION

Specification and description of the *goods*

The Manufacture, Test, Supply and Delivery of estimated quantities of Master Padlocks and Keys on an 'as and when' required basis to various Regional Distribution Centres (located in the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 36 months.

SAP No.	DESCRIPTION
187152	PADLOCK: TYPE: MASTER STL RESTR-A ORANGE KZNOU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY: LAMINATED STEEL ENCASED IN ORANGE RUBBER CASING ; 2 MM THK LAMINATED STL WITH QUALITY ZN PLATING; SPRINGS NI COATED GR 304 SS DIN 17224; PIN SPRINGS BRZ PHOSPHOR; VERTICAL CLEARANCE: 20 MM; HORIZONTAL CLEARANCE: 34 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: THREE PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
187159	PADLOCK: TYPE: MASTER STL PROH GREEN KZN OU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY:LAMINATED STEEL ENCASED IN GREEN RUBBER CASING; 2 MM THK LAMINATED STL WITH QUALITY ZN PLATING; SPRINGS NI COATED GR 304 SS DIN 17224; PIN SPRINGS BRZ PHOSPHOR; VERTICAL CLEARANCE: 34 MM; HORIZONTAL CLEARANCE: 20 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: FOUR PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
187166	PADLOCK: TYPE: MASTER STL OPER YELLOW KZNOU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY:LAMINATED STEEL ENCASED IN YELLOW RUBBER CASING; 2 MM THK LAMINATED STL WITH QUALITY ZN PLATING; SPRINGS NI COATED GR 304 SS DIN 17224; PIN SPRINGS BRZ PHOSPHOR; VERTICAL CLEARANCE: 34 MM; HORIZONTAL CLEARANCE: 20 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: FIVE PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
187173	PADLOCK: TYPE: MASTR STL LIVE CHMBR BLACK KZNOU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY LAMINATED STEEL ENCASED IN BLACK RUBBER CASING; 2 MM THK LAMINATED STL WITH QUALITY ZN PLATING; SPRINGS NI COATED GR 304 SS DIN 17224; PIN SPRINGS BRZ PHOSPHOR; VERTICAL CLEARANCE: 34 MM; HORIZONTAL CLEARANCE: 20 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: SIX PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
187180	PADLOCK: TYPE: MASTER STEEL TSO BLUE KZN OU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY: LAMINATED STEEL ENCASED IN BLUE RUBBER CASING; 2 MM THK LAMINATED STL WITH QUALITY ZN PLATING; SPRINGS NI COATED GR 304 SS DIN 17224; PIN SPRINGS BRZ PHOSPHOR; VERTICAL CLEARANCE: 34 MM; HORIZONTAL CLEARANCE: 20 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: SEVEN PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
573533	PADLOCK: TYPE: MASTER STEEL GENERAL WHITE KZNOU; SHACKLE DIAMETER: 6 MM; CASE SIZE: WD 28-40 X HT 35-38 X THK 18-20 MM; MATERIAL: PADLOCK BODY: 2MM THICK LAMINATED STEEL WITH QUALITY ZINC PLATING ENCASED IN WHITE

	RUBBER CASING; SPRINGS NICKEL COATED 304-GRADE STAINLESS STEEL DIN 17224; PIN SPRINGS: PHOSPHOR BRONZE; VERTICAL CLEARANCE: 34 MM; HORIZONTAL CLEARANCE: 20 MM; SPECIFICATION: ESKOM 240-70500896; BODY SIZE: 40 MM; WEATHER PROOF PADLOCK FOR KWAZULU NATAL OPERATING UNIT ONLY; LOCKING BY DUAL STAINLESS STEEL BOLT; MECHANISM: THREE PIN TUMBLER CYLINDER TYPE WITH FOUR ANTI-PICK MUSHROOM PINS AND SECURITY PLATE OR PIN;
0187187	KEY: TYPE: PADLOCK MASTER RESTR-A ORANGE KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: ORANGE; FOR KWAZULU NATAL OPERATING UNIT ONLY
0187194	KEY: TYPE: PADLOCK MASTER PROH GREEN KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: GREEN; FOR KWAZULU NATAL OPERATING UNIT ONLY;
0187211	KEY: TYPE: PADLOCK MASTER OPER YELLOW KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE CHARACTERS 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: YELLOW; FOR KWAZULU NATAL OPERATING UNIT ONLY
0187218	KEY: TYPE: PADLOCK MASTR LIVE CHMBR BLACK KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: BLACK; FOR KWAZULU NATAL OPERATING UNIT ONLY
0187227	KEY: TYPE: PADLOCK MASTER TSO BLUE KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: BLUE; FOR KWAZULU NATAL OPERATING UNIT ONLY;
0573506	KEY: TYPE: PADLOCK MASTER GENERAL WHITE KZNOU; STYLE: STRAIGHT; IDENTIFICATION CODE CHARACTERS 2.5 MM HIGH; MATERIAL: BRASS; SPECIFICATION: ESKOM 240-70500896; KEY FOR WEATHERPROOF MASTER PADLOCK; COLOUR: WHITE; FOR KWAZULU NATAL OPERATING UNIT ONLY;

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

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

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

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

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

2.3 Marking the goods

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

2.4 Documentation control

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

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

Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Invoicing and payment

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

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

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

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

To ensure payment is made the following must be done:

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

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 *Purchaser* 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 *Purchaser's* right to termination stated in this contract.

Contractual requirements

Contractual Requirements are not evaluation criteria. They will be assessed after the evaluation and ranking of the tenders. Proof that the tenderer recommended for award has met the stipulated contractual requirements must be submitted prior to contract award.

Failure to meet stipulated Contractual Requirements by the stipulated deadlines may result in the tenderer being regarded as non-responsive and ineligible for contract award.

The recommended tenderer still in the running for this contract will be evaluated in terms of their contractual requirements. Should they not pass the initial evaluation, they will be advised of their shortcomings and have seven (7) working days in which to correct their shortcomings.

However, should further evaluations be required the Procurement Manager will submit a motivation and supporting documentation for the request to the relevant SHEQ Senior Manager/OHS Manager for approval. Failure to correct the shortcomings within the stipulated time period will result in the contractor being deemed unacceptable in terms of their contractual requirements and will not be considered for the contract.

The additional Contractual requirements applicable to this tender are as follows:

- **Safety Requirements**

SHE Tender Evaluation and Scoring Card

Ref	KPIs	Comments
1	Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer?	To be signed by CEO and both witnesses
2	Health and Safety Plan	Incident Management SHE Communication Emergency Management Substance Abuse Management
3	Baseline Risk Assessment	Risk factors and controls to be included to the SHE Plan
4	Letter of Good Standing	Valid
5	SHE policy	Signed and review date

▪ **Quality requirements**

SECTION A: Quality Management System Requirements ISO 9001	
(Option 1) Valid certification of Quality Management System by an ISO accredited body	
	Apply =1
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant	1
A.2 Certificate by Approved and Authorized certification authority	1
A.3 Certification Authority has Recognized International Accreditation	1
A.4 Validity (expiry date) of certificate	1
Section A Score Option 1	4
SECTION A: Quality Management System Requirements ISO 9001	
(Option 2) Objective evidence of documented QMS that is not certified but complies with ISO 9001	
	Apply =1
A.1 QMS Manual or a document that defines and describes the QMS and its scope	1
A.2 Quality Policy Approved by top management.	1
A.4 Control of documented information (i.e. document and record control) Clause 7.5 of ISO 9001:2015	1
A.6 Documented information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015	1
A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015	1
Section A Score Option 2	5
SECTION B: Evidence of QMS in operation (Tender Quality Requirements - Ref 240-105658000)	
	Apply = 1
B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)	1
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)	1
Section B Score	2
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698)	
Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)	
	Apply =1
NB! Draft Contract/Project Quality Plan has important QA deliverables	1
Section C Score	1
SECTION D: Quality Control Plan Requirements (Ref 240-105658000 or 240-109253302)	
QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005)	
	Apply = 1
NB! Draft/ Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done	1
Section D Score	1
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000)	
Customer specific requirements & other standards and required can be listed and evaluated here	
	Apply Yes=1
E.1 Form A is completed and signed.	1
Section E Score	1

Tender Returnables

- 240-68099512 Tender and Contract Quality Requirements for Supplier Quality Management
- Specification 240-105658000/QM58 and Quality Requirements for ISO 9001 Standard (Form A)
- 240-109253698 Template for a Typical Contract Quality Plan
- 240-109253302 Quality Control Plan/Inspection and Test Plan
- 240-126469599 Method Statement Template

Skills Requirement

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall only be from the Kwa Zulu Natal and Free State areas and their composition shall be representative of the population demographics of South Africa.

Skill Type / Occupation
N1 Industrial/Mechanical Engineering at FET/TVET College
N2 Industrial/Mechanical Engineering at FET/TVET College
N3 Industrial/Mechanical Engineering at FET/TVET College
N4 Industrial/Mechanical Engineering at FET/TVET College
N5 Industrial/Mechanical Engineering at FET/TVET College
N6 Industrial/Mechanical Engineering at FET/TVET College

Note:

Successful supplier to deliver on 1 Skill (from the list above) for every R3 000 000 invoiced to Eskom. The final skills awarded to each company will be determined by the contract value awarded to the company.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Procurement

The following objective criteria apply to the tender:

Mandatory Subcontracting as condition of award

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award. Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is at least 51% owned by black people.
- an EME or QSE which is at least 51% owned by black people who are youth.
- an EME or QSE which is at least 51% owned by black people who are women.
- an EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- a cooperative which is at least 51% owned by black people.
- a EME or QSE which is at least 51% owned by black people who are military veterans

NOTE 1: Tenderers shall submit the following returnables for Subcontracting

- Subcontracting agreement signed by both parties **or**
 - Copies of signed letters from the tenderer to the sub-contractors stating the intent to sub-contract
-

- Subcontractors' Company registration documents
- Subcontractor's valid BBBEE certificate issued by a SANAS accredited verification agency or valid sworn affidavit or valid BBBEE Certificate issued by CIPC for EME companies

Potential scope to be subcontracted and/or outsourced:

- Transport
- Packaging

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

List of drawings

Drawings issued by the *Purchaser*

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

- Eskom 240-70500896: Standard for Master Locks and Master Keys for Electrical and Related Equipment
 - Eskom DDT 6050: Buyer's Guide for Padlock & Padlock Keys
 - SANS 1533: Padlocks
 - SANS 9227: Corrosion tests in artificial atmospheres — Salt spray tests
 - Supplier Quality Management Specification (QM58)
-