NEC3 Supply Contract (SC3)

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

and **[Insert at award stage]**
(Reg No. _____)

for **Supply and Delivery of A-Frame, XARM 11&22kv**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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	[to be inserted from Returnable Documents at award stage]	
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C1.2b	Contract Data provided by the *Supplier*	[1]
	[to be inserted from Returnable Documents at award stage]	

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:

Supply and Delivery of A-Frame, XARM 11&22kv

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

	The offered total of the Prices exclusive of VAT is	**R**
	Value Added Tax @ 15% is	**R**
	The offered total of the amount due inclusive of VAT is[1]	**R**
	(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:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

[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*.

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**	
	(Insert name and address of organisation)	
Name & signature of witness		Date

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

Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

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

No.	Subject	Details
1		
2		
3		
4		
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)*	**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 *conditions of contract* are the core clauses and the clauses for Options	**X2** **Changes in the law** **X7:** **Delay damages** **X17:** **Low-performance damage** **Z:** ***Additional conditions of contract***
10.1	The *Purchaser* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[●]**
	Fax No.	**[●]**
10.1	The *Supply Manager* is (name):	**Duranne Geswint**
	Address	**Cnr of Quenera Drive and Bonza Bay Road, Beacon Bay, East London**
	Tel	**011 800 8111**
	Fax	
	e-mail	**GeswinDG@eskom.co.za**
11.2(3	The *goods* are	**Supply and Delivery of A-Frame, XARM 11&22kv**
11.2(3	The *services* are	**Supply and Delivery of A-Frame, XARM 11&22kv**
11.2(14)	The following matters will be included in the Risk Register	**Refer to typical risks of the Health and Safey**

		Specifications **Late delivery of goods** **Incorrect handling and storage of goods** **Quality of delivered goods** **Quality of works**
11.2(15)	The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
11.2(15)	The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data, Pricing List/BOQ**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**5 working days**
2	**The *Supplier's* main responsibilities**	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**
3	**Time**	
30.1	The *starting date* is. *The ending date is*	**N/A**
30.1	The *delivery date* of the *goods* and *services* is:	***Goods and services*** / ***Delivery date*** **1** **Completed goods and services as per the purchase order** / **As agreed per Purchase Order date.**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**N/A**
31.1	The *Supplier* is to submit a first programme for acceptance within	**10 working days of the Contract Date.**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**7 working days of the purchase order start date stipulated in the Purchase order**
4	**Testing and defects**	
42	The *defects date* is	**The warranty period as per manufacturers**
43.2	The *defect correction period* is	**10 working days**
	except that the *defect correction period* for	
	and the *defect correction period* for	

5	**Payment**	
50.1	The *assessment interval* is	**between the 25th day of each successive month**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Depends on BBBEE status on date of payment**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	**As per NEC3 Supply Contract (SC3)**
7	**Title**	**As per NEC3 Supply Contract (SC3)**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**Additional risk will be managed by the parties as they arise**
88.1	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**The Contract Price**
88.2	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event in the "Format A/ "Format B/"Format Dx"**

		Insurance Policy available on http://www.eskom.co.za/live/content.php?Item ID=9248 **and** **(2) for all other existing *Purchaser's* property, the highest applicable deductible(first amount payable) namely: R 1m (one million Rand) for Dx Division and all other Purchaser's property.** **See notes in Annexure B**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**Replacement value of the units**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Replacement value of the units**
88.5	The *end of liability date* is	**As per manufacturer's warranty specifications after Delivery of the whole of the goods and services**
9	**Termination and dispute resolution**	**Refer to clause 90 in the NEC3 Supply Contract for process on Termination.**
94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
94.4(5)	The place where arbitration is to be held is	**South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern**

	who selects an arbitrator, is	**Africa) or its successor body.**

10 Data for Option clauses

X1	**Price adjustment for inflation**	**N/A**
X1.1	The *base date* for indices is The proportions used to calculate the Price Adjustment Factor are:	
X2	**Changes in the law**	
X2.1	A change in the law of	**As per NEC3 SC3**
X7	**Delay damages**	
X7.1	Delay damages for Delivery are [If the goods are instructed by Batch Order enter a delay damage amount appropriate to the quantity or use of the goods in the Batch]	**15% per Purchase Order, whereafter the employer may terminate**

X17	**Low-performance damages**		
X17.1	The amounts for low-performance damages are:	**amount** **R 10 000 per Purchase Order**	**performance level** **For non-compliance to quality requirements on the description of good. Refer to Section C3.1**
Z	**The *additional conditions of contract* are**	**Z1 to Z15 always apply for Eskom**	

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

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

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

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

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

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

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

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

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

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

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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier*'s risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	**Minimum amount of cover or minimum limit of indemnity**
Loss of or damage to the *goods*, plant and materials	The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser*'s insurance.
Liability for loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract	**Loss of or damage to property** *Purchaser*'s property The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser*'s insurance. Other property The replacement cost **Death of or bodily injury** The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract	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 minimu 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 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance 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 ooccupational 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 *Purchaser*'s 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 *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

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

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

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

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

Asbestos Regulations.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser*'s expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements.

The Supply Requirements for this contract are based on the use of INCOTERMS: **N/A.** Refer to Supply requirements in the next section below

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010[2] as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	**departure**	**EXW**	**Within the borders of South Africa**
F	main carriage unpaid	FCA, FAS, FOB	N/A
C	main carriage paid	CFR, CIF, CPT, CIP	N/A
D	arrival	DAT, DAP, DDP	N/A

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The *Supplier*'s obligations	B	The *Purchaser*'s obligations
A1	Provision of goods in conformity with contract	**B1**	Payment of the price
A2	Licences, authorisations and formalities	**B2**	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	**B3**	N/A
A4	Delivery	**B4**	N/A
A5	Transfer of risks	**B5**	Transfer of risks
A6	Division of costs	**B6**	Division of costs
A7	Notice to the buyer	**B7**	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	**B8**	N/A
A9	Checking - packing - marking	**B9**	Inspection of goods
A10	Other obligations	**B10**	Other obligations

[2] International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Eskom Rotran will fetch the A-FRAME, XARM from the Supplier and transport to Eskom sites.	
2. The requirements for transport are	N/A	
3. The delivery place is	Eskom Stores in the Cape Coastal Cluster (Eastern Cape) and will be specified on the Purchase Order	
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 to notify Service Manager for completion of the Supply Material works and to arrange for transport
	Pay costs of transport	Purchaser
	Arrange access to delivery place	Purchaser
	Loading the *goods*	Supplier
	Unloading the *goods*	Eskom Contractor
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 *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement- N/A	Licences, authorisations and other formalities associated with export of the *goods*	
	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 *goods* 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*

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	**This Contract, Part 3.1: Purchaser's Goods Information**
11.2(11)	The tendered total of the Prices is	**R** **(in words)**
11.2(12)	The *price schedule* is in:	**C2.2 Price Schedule**
11.2(14)	The following matters will be included in the Risk Register	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** / **Will be stated on Purchase Order** / **As per Purchase Order and stipulated lead times**
31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	**1**

C2.1 Pricing assumptions

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

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

Identified and defined terms 11 11.2

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.

Assessing the amount due 50.2

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

- Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

.

2. 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.

3. 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.

3.1 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 *service*s are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column

C2.2 the *price schedule*

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

Item No	Material No	Description	Quantity	Price
1	0254911	Frame: A	2500	
Delivery Cost				

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Purchaser*'s Goods Information	9
C3.2	*Supplier*'s Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work ..... Error! Bookmark not defined.

C3.1: *Purchaser's* Goods Information ..... Error! Bookmark not defined.

1 Overview and purpose of the *goods* and *service*s ..... Error! Bookmark not defined.

2 Specification and description of the *goods* ..... Error! Bookmark not defined.

2.1 *Purchaser*'s design ..... **Error! Bookmark not defined.**

2.2 Procedure for submission and acceptance of *Supplier*'s design ..... **Error! Bookmark not defined.**

2.3 Other requirements of the *Supplier*'s design ..... **Error! Bookmark not defined.**

2.4 Use of *Supplier*'s design ..... **Error! Bookmark not defined.**

2.5 Manufacture & fabrication ..... **Error! Bookmark not defined.**

2.6 Factory acceptance testing (FAT) ..... **Error! Bookmark not defined.**

2.7 Other tests and inspections and commissioning in place of use ..... **Error! Bookmark not defined.**

2.8 Operating manuals and maintenance schedules ..... **Error! Bookmark not defined.**

3 Supply Requirements ..... Error! Bookmark not defined.

4 Specification of the *service*s to be provided ..... Error! Bookmark not defined.

5 Constraints on how the *Supplier* Provides the Goods ..... Error! Bookmark not defined.

5.1 Programming constraints ..... **Error! Bookmark not defined.**

5.2 Work to be done by the Delivery Date ..... **Error! Bookmark not defined.**

5.3 Marking the *goods* ..... **Error! Bookmark not defined.**

5.4 Constraints at the delivery place and place of use ..... **Error! Bookmark not defined.**

5.5 Cooperating with Others ..... **Error! Bookmark not defined.**

5.6 Services & other things to be provided by the *Purchaser* or *Supplier* **Error! Bookmark not defined.**

5.7 Management meetings ..... **Error! Bookmark not defined.**

5.8 Documentation control ..... **Error! Bookmark not defined.**

5.9 Health and safety risk management ..... **Error! Bookmark not defined.**

5.10 Environmental constraints and management ..... **Error! Bookmark not defined.**

5.11 Quality ..... **Error! Bookmark not defined.**

5.12 Invoicing and payment ..... **Error! Bookmark not defined.**

5.13 Insurance provided by the *Purchaser* ..... **Error! Bookmark not defined.**

5.14 Contract change management ..... **Error! Bookmark not defined.**

5.15 Provision of bonds and guarantees ..... **Error! Bookmark not defined.**

5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier* ..... **Error! Bookmark not defined.**

6 Procurement ..... Error! Bookmark not defined.

6.1 Subcontracting ..... **Error! Bookmark not defined.**

6.1.1 Preferred subcontractors ..... **Error! Bookmark not defined.**

6.1.2 Limitations on subcontracting ..... **Error! Bookmark not defined.**

6.1.3 Spares and consumables ..... **Error! Bookmark not defined.**

6.1.4 Other requirements related to procurement ..... **Error! Bookmark not defined.**

7 List of drawings ..... Error! Bookmark not defined.

7.1 Drawings issued by the *Purchaser* ..... **Error! Bookmark not defined.**

C3.2 *Supplier*'s Goods Information

Error! Bookmark not defined.

Overview and purpose of the *goods* and *service*s

The supply and delivery of A-FRAME, XARM 11&22kv for the Cape Coastal Cluster, Eastern Cape as set out in C2.2 Price Schedule.

An Eskom representative will order the goods required using a standard Eskom Purchase Order. The employer will utilise the Purchase Order form (stating quantity required and delivery date) to request from the Contractor specific quantities of the listed A-FRAME, XARM 11&22kv as may be required by the employer. The frequency of such orders placed will be determined by the Employers need.

- The Contractor is to observe the Occupational Health & Safety requirements to be met by Contractors and Sub-Contractors employed by Eskom
- All safety requirements to be strictly adhered to by the Contractor
- Adherence of Eskom Life-Saving rules
- Immediately report to Eskom liaison person any difficulties or problems which are impending the quick and smooth carrying out of the service
- All goods to be supplied in good condition without packaging damage for collection by the Eskom Contractor.
- The Supplier will notify the Eskom Service Manager when the order is ready for collection so that transport arrangement can be made with Eskom Rotran to collect and deliver the material to Eskom sites.
- Eskom Rotran, on delivery, is to offload, transport or carry and pack in store the goods being delivered

Specification and description of the *goods*

Various A-FRAME & XARMS 11&22kv as set out in C2.2 Price Schedule.

Eskom sites where the service is required:

N/A

NB: 1. With reference to clause 90.3, the Employer reserves the right to terminate this contact within a 30day calendar notice should the business need arise.
2. Penalties for delays will be 1 % per day up to maximum of 10% of Task Order Value

Purchaser's design

Goods and Services to be delivered on this contract will be according to the site-specific designs submitted by the Supplier and accepted by the Purchaser

Procedure for submission and acceptance of *Supplier*'s design N/A

Other requirements of the *Supplier*'s design N/A

Use of *Supplier*'s design N/A

Manufacture & fabrication N/A

Factory acceptance testing (FAT)

There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser*'s nomination.

Tests and Inspections before delivery

Inspections of the goods shall be conducted, at the Purchaser's discretion, by the Purchaser, or the Purchaser's representative before delivery.

Operating manuals and maintenance schedules

Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods*

Supply Requirements

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

Specification of the *service*s to be provided

Items of service specified can be related to an item in the Price Schedule and technical specifications

Constraints on how the *Supplier* Provides the Goods

Programming constraints

The supplier must take into account the order and timing of the work in his programme. Refer to clause 31.1 and 32.2

The contractor will get the request from the client to supply the commodity and the purchase order will be issued
• The Contractor is to observe the Occupational Health & Safety requirements to be met by Contractors and Sub-Contractors employed by Eskom
• All safety requirements to be strictly adhered to by the Contractor
• Adherence of Eskom Life-Saving rules
• Immediately report to Eskom liaison person any difficulties or problems which are impending the quick and smooth carrying out of the service.

Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term “Delivery” is used in this contract to identify when a stage, or amount of work has been achieved. This may include the provision of documentation and packing and preparation for shipping to the *Purchaser*’s nominated Delivery Place specified in the Supply Requirements.

Constraints at the delivery place and place of use

N/A, Purchaser’s contractor to collect the items from the Supplier.

Cooperating with Others

If the *Purchaser* is aware of the *Supplier*’s need to co-operate with Others on a project or design of the *goods*, it needs to be discussed with the Purchaser.

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

If any temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the goods, it must be discussed with the Purchaser representative prior.

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	Weekly on _____ at ___		
Overall contract progress and feedback	Monthly on _____ at ___		*Purchaser*, *Supplier*, and ___

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

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

Documentation control

All meeting shall be recorded using minutes and attendance registers prepared and circulated by the person who convened the meeting. Such meetings shall not be used for the purpose of confirming actions or instructions under the contract a these shall be done separately by the person identified.

Health and safety risk management

The supplier shall comply with the Health and Safety requirements. Refer to OHS Requirements for Dx doc 240-73418055.

OHS plan.

OHS Plan must address the project /scope of work OHS risk(s) and aligned with the Client Occupational Health and Safety requirements

Baseline OHS Risk Assessment (BRA)

Identification, assessment and management of OHS risks related to the scope of work. The methodology used for the risk assessment must be provided together with the (BRA) Baseline Risk Assessment

Valid Letter of Good Standing (COIDA or equivalent)

SHE policy signed by CEO/ MD –

The submitted policy document must comply to OHS Act Section 7 and/or ISO 45001:2018

Refer to Annexure B: Acknowledgement Form for Eskom OHS legal and other requirements (Rev3 - 240-77471499).

Quality Requirements

The supplier shall comply with the Quality requirements and constraints. Refer to Supplier Quality Management: List of Tender **Returnable** Document. **Unique UD 240-12248652.** As per Quality Assurance requirements included in the contract. As per QM58

Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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 *service*s provided for each item invoiced based on the Price Schedule;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

Insurance provided by the *Purchaser*

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

Refer to page 23 of this contract for all Insurance related information.

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

In order to substantiate the Defined Cost of compensation events, the Purchaser may require the Supplier to keep records of amounts paid by him for people employed by the Supplier, plant and

materials, work subcontracted by the Supplier and equipment.

Procurement

Subcontracting

Preferred subcontractors

The Supplier shall notify the Purchaser in the event of using any subcontractor. Since delivery will take place through a local dealership specified on the sub-order (placed directly with the Manufacturer), the onus will be on the Manufacturer to ensure that the participating dealers are aware of the terms and conditions as well as the practical operation contract

Limitations on subcontracting

Due to large volumes that might be ordered through a nominated dealer, it can happen that the dealer floor plan does not provide for the movement of large number of units. Suppliers must ensure that deliveries will not be delayed due to limited dealer floor plans

Spares and consumables

N/A

Other requirements related to procurement

SDL&I Requirements

1. B-BBEE Requirements: The tenderer/s that will be awarded the contract will be required to maintain or improve the B-BBEE recognition level for the duration of the contract.

2. Jobs: Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

Note: Tenderers to prioritize employing and recruiting from communities/local municipality surrounding the site where services will be rendered.

3. Local Procurement Content:

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single

contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

Cataloguing requirements by the *Supplier*

N/A

List of drawings

Drawings issued by the *Purchaser* *N/A*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER*'S GOODS INFORMATION

N/A

This section could also be compiled as a separate file.