

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).



## NEC3 Supply Contract (SC3)

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

**and  
(Reg No. \_\_\_\_\_)**

**for The supply and delivery of various Production  
Working Tools to Technical Support Departments on  
an as and when required basis for a period of 60  
months (5 years).**

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**ENQUIRY No.**

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).**

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

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

	The offered total of the Prices exclusive of VAT is	<b>Reverse E-auction</b>
	Value Added Tax @ 15% is	<b>Reverse E-auction</b>
	The offered total of the amount due inclusive of VAT is	<b>Reverse E-Auction</b>
	(in words) Including VAT <b>N/A</b>	

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

Signature(s)

Name(s)

Capacity

**For the  
Tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer’s Offer. In consideration thereof, the Employer shall pay the Tenderer 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 Employer 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 Contract Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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 Employer**

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

*(Insert name and address of organisation)*

Name & signature of witness

Date

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive Contracting.
2. The extent of deviations from the Contract documents issued by the Employer prior to the Contract closing date is limited to those permitted in terms of the Conditions of Contract.
3. A 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 Employer and the Tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Contract Data and any addenda thereto listed in the Contract Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Contract documents and the receipt by the 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 Employer**

Signature .....

.....

Name .....

.....

Capacity .....

.....

On behalf of *(Insert name and address of organisation)* .....

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

Name & signature of witness .....

.....

Date .....

.....

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# C1.2 SC3 Contract Data

## Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X3: Multiple Currencies</b></p> <p><b>X7: Delay damages</b></p> <p><b>X17: Low performance damages</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Supply Contract (April 2013) <sup>1</sup>	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>Olebogeng Mathye</b>
	Address	<b>Maxwell Drive, Sunninghill, Sandton</b>
	Tel	<b>+27 11 709 3743</b>
	e-mail	<b>mathyeo@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Production Working Tools</b>
11.2(13)	The <i>services</i> are	<b>The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Shortage of material Late issue of Task Orders</b>

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

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

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(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	<b>Compensation events</b>	As per the conditions of the NEC3 Supply Contract (April 2013).
7	<b>Title</b>	As per the conditions of the NEC3 Supply Contract (April 2013).
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Employer’s</i> risks	<p>1. Shortage of material from suppliers</p> <p>2. Protests</p> <p>3. Subcontracting work without notifying the client and using unaccredited subcontractors</p>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p><b>See notes about <i>Employer</i> provided insurance in Annexure B to this Contract Data</b></p> <p>1. Insurance against <b>Loss of or damage to the <i>goods</i>, plant and materials.</b></p> <p>Cover / indemnity is <b>Overseas shipment / transit insurance (only) to cover events at the <i>Tenderer’s</i> risk (if any) after the <i>goods</i> have left the <i>Tenderer’s</i> overseas premises. See notes in Annexure B</b></p> <p>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Employer’s</i> premises, the <i>Employer</i> also provides cover for physical loss of or damage to the <i>Employer’s</i> surrounding property including any temporary work required to complete the Delivery.</p> <p>The deductibles are <b>See notes in data for clause 88.2 below and Annexure B</b></p>
84.1	The <i>Tenderer</i> provides these additional insurances	<b>See notes in Annexure B</b>



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84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Employer</i> is:	<b>R5 million</b>
84.2	The minimum limit of indemnity for insurance in respect of 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>Tenderer</i> ) caused by activity in connection with this contract for any one event is:	<p><b>whatever the <i>Tenderer</i> deems necessary in addition to that provided by the <i>Employer</i> for any one event with cross liability so that the insurance applies to the Parties separately.</b></p> <p><b>However if the <i>Tenderer</i> is exposed to damage to the <i>Employer's</i> property the cover limit amount is not less than</b></p> <p><b>whatever the <i>Tenderer</i> deems necessary</b></p> <p><b>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Tenderer</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).</b>
88.1	The <i>Tenderer's</i> liability to the <i>Employer</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>R0.0 (zero Rand)</b>
88.2	For any one event, the <i>Tenderer's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p><b>(1) for the <i>Employer's</i> existing and surrounding property in the care, custody and control of the <i>Tenderer</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format D" insurance policy available on <a href="http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></p> <p><b>and</b></p> <p><b>See notes in Annexure B</b></p>
88.3	The <i>Tenderer's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>R5 million rands</b>
88.4	The <i>Tenderer's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>R5 million rands</b>
88.5	The <i>end of liability date</i> is	<b>5 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.</b>

**9 Termination and dispute resolution**

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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 dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
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
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

**10 Data for Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is	The contract will be fixed and firm for 12 months and thereafter Contract Price Adjustment (CPA) will be used for second and third , Fourth and Fifth year of the contract anniversary using SEIFSA tables.	
<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law	is a compensation event if it occurs after the Contract Date	

<b>X3</b>	<b>Multiple currencies</b>		
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	<b>Items</b>	<b>Other currency</b>
			<b>Total maximum payment in the currency</b>
X3.1	The <i>exchange rates</i> are those published in .....on ..... (date)		

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	<p><b>The items will be paid in the other currency</b>                  - to a foreign Bank account nominated by the <i>Supplier</i>                  - to a valid SARB approved CFC account in South Africa                  - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.</p>		
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		<b>Various Production Working Tools to Technical Support Departments</b>	<b>R1000.00</b>
<b>X17</b>	<b>Low performance damages</b>		
X17.1	The amounts for low performance damages are:	<b>amount</b>	<b>performance level</b>
		<b>R 1000.00/ day</b>	<b>The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).</b>
<b>Z</b>	<b>The additional conditions of contract are</b>		
	<b>Z1 to Z12 always apply for Eskom</b>		

**Z1 Cession delegation and assignment**

- Z1.1 The *Tenderer* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Tenderer* 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 *Tenderer* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Tenderer* on their behalf.

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- Z3.2 The *Tenderer* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Tenderer* in writing.

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

- Z3.1 Where a change in the *Tenderer's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Tenderer's* B-BBEE status, the *Tenderer* notifies the *Employer* within seven days of the change.
- Z3.2 The *Tenderer* 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 *Tenderer's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Tenderer's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Tenderer* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

### **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Tenderer*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Tenderer's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Tenderer* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Tenderer's* obligation to Provide the Goods and Services if the *Tenderer* (or any member of the *Tenderer* where the *Tenderer* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Tenderer* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

### **Z5 Confidentiality**

- Z5.1 The *Tenderer* 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 *Tenderer*, enters the public domain or to information which was already in the possession of the *Tenderer* at the time of disclosure (evidenced by written records in existence at that time). Should the *Tenderer* disclose information to Others in terms of clause 23.1, the *Tenderer* ensures that the provisions of this clause are complied with by the recipient.

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- Z5.2 If the *Tenderer* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z5.3 In the event that the *Tenderer* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Tenderer*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Tenderer* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Tenderer* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z7.1 The *Tenderer* 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 *Tenderer*:

- 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 *Tenderer's* direction and control, likewise observe and comply with the foregoing.

- Z7.2 The *Tenderer*, 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 *Tenderer's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Tenderer* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Tenderer* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

## **Z9 Notifying compensation events**

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

## **Z10 Employer's limitation of liability**

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

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

## **Z11 Termination**

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

## **Z12 Addition to secondary Option X7 Delay damages**

Z12.1 If the amount due for the *Tenderer's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may terminate the *Tenderer's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

## **Z13 Ethics**

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <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,

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

- Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

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## **Annexure A: Supply Requirements**

### **The Supply Requirements for this contract;**

As per attached scope of work.

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

*These notes are provided as guidance to Contracting tenderers and the Tenderer about the insurance provided by the Employer. These notes are not part of this contract. The Tenderer must obtain its own advice.*

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

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

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

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

### **Tenderer's liability for damage to the Employer's property**

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

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

### **All other insurance**

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

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

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

- production and manufacturing process (workmanship or material), or



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- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

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

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# C1.2 Contract Data

## Part two - Data provided by the *Tenderer*

Clause	Statement	Data						
10.1	The <i>Tenderer</i> is (Name): Address Tel No. Fax No.							
11.2(8)	The Goods Information for the <i>Tenderer's</i> design is in:							
11.2(11)	The Contracted total of the Prices is	<b>Reverse E-Auction</b>						
11.2(12)	The <i>price schedule</i> is in:	<b>The attached Price List</b>						
11.2(14)	The following matters will be included in the Risk Register							
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are							
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>As per Task Order</td> <td>As per Task Order</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	As per Task Order	As per Task Order
	<i>goods and services</i>	<i>delivery date</i>						
1	As per Task Order	As per Task Order						
31.1	The programme identified in the Contract Data is contained in:							
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	<b>10%</b>						

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## C1.3 Forms of Securities

### **Pro formas for Bonds & Guarantees- NOT APPLICABLE TO THIS CONTRACT**

For use with the NEC3 Supply Contract (SC3)

**[Note to contract compiler:**

**Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]**

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14 Advanced payment to the *Tenderer*

These Options require a bond or guarantee “in the form set out in the Goods Information”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto it's letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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**PART 2: PRICING DATA**

**NEC3 Supply Contract**

<b>Document reference</b>	<b>Title</b>	
C2.1	Pricing assumptions	
C2.2	The <i>price schedule</i>	

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## C2.1 Pricing assumptions

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

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

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Tenderer</i> has completed,</li> <li>• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Tenderer</i> has completed by the rate,</li> <li>• plus other amounts to be paid to the <i>Tenderer</i>,</li> <li>• less amounts to be paid by or retained from the <i>Tenderer</i>.</li> </ul> <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Tenderer</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 *Tenderer* Provides the Goods and Services in accordance with the Goods Information". Hence the *Tenderer* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

### Preparing the *price schedule*

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

It will be assumed that the Contracting tenderer 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 *Tenderer's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the Contracted total of the Prices;

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- 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 *Tenderer* estimated at time of Contract. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Tenderer* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

### **Format of the *price schedule***

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Employer* or the Contracting tenderer.

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

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

If the *Tenderer* 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.

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## C2.2 the *price schedule*

Category	Description	SAP stock no	Price
Mechanical	Chain Slings 3 ton – 1,5m (2 leg adjustable)	0723426	E-Auction
	Chain Slings 5 ton – 3m (2 leg adjustable)	0723427	E-Auction
	Webbing Sling 3 ton – 1m	0723869	E-Auction
	Webbing Sling 1 ton – 3m	0723870	E-Auction
	Webbing Sling (2 Side Folded Eye) 3 Ton - 800mm	0723428	E-Auction
	Webbing Sling (2 Side Folded Eye) 500 mm,1200 mm,1500 mm	0723429	E-Auction
	Hand Toolbox	184371	E-Auction
	Hand Toolbox	184372	E-Auction
	Krone tool		E-Auction
		0723430	E-Auction
		0723431	E-Auction
	1 Ton 1m 1 Chain Sling	0723432	E-Auction
	1 Ton 3m 1 Chain Sling	0723433	E-Auction
	3 Ton 1m 1 Chain Sling	0723434	E-Auction
	3 Ton 3m 1 Chain Sling	0723435	E-Auction
	5 Ton 3m 1 Chain Sling	0723436	E-Auction
	5 Ton 5m 4 Chain Sling	0723449	E-Auction
	3 Ton 5m 4 Chain Sling	0723616	E-Auction
	D-Shackles 1.5 Ton (Inside width at pin 68mm - 19mm pin)	0723651	E-Auction
	D-Shackles 3 Ton (Inside width at pin 80mm - 24mm pin)	0723697	E-Auction
	0.75 Ton (Lever Hoist )	0723871	E-Auction
	1.5 Ton (Lever Hoist )	0723872	E-Auction
	3 Ton (Lever Hoist )	0723873	E-Auction
	Snatch Pulley	0723737	E-Auction
	Ratchet 0.75Ton	0723874	E-Auction
	Ratchet 1Ton	0723875	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Steel) Come along 1 Ton	0723753	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Steel) Come along 2 Ton	0723754	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Steel) Come along 3 Ton	0723755	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Aluminium) Come along 1 Ton	0723756	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Aluminium) Come along 2 Ton	0723757	E-Auction
	NGK Wire Grips. Large Eye Lever with Safety Latch (Aluminium) Come along 3 Ton	0723758	E-Auction

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	Chaser punch	0723759	E-Auction
	Torque wrench	0723760	E-Auction

<b>Cable and Conductor Accessories</b>	Pulling Socks Outer Nylon (35mm - 185mm)	0723877	E-Auction
	Pulling Swivel 11kn	0723876	E-Auction
	In-Line Battery Powered Cutting Tool 45mm	0723761	E-Auction
	Pistol Battery Powered Cutting Tool 45mm	0723762	E-Auction
	One-Hand Operation Ratchet Cutter 50mm	0723880	E-Auction
	Pulling Socks Inner Steel 35mm	0723881	E-Auction
	Pulling Socks Inner Steel 70mm	0723882	E-Auction
	Running Blocks SHD 120x30 Nylon Drum	0723883	E-Auction
	Running Blocks SHD 320x60 Nylon Drum	0723886	E-Auction
	Running Blocks 300 Aluminium Drum	0723887	E-Auction
	Hand Line Assembly 120mm Pulley	0723763	E-Auction
	Roll 12mm Polypropylene Rope (100m)	0723888	E-Auction
	Adjustable Mechanical Cable Drum Stand (Axel Height from 0.3m/1.1m - Rated Load 30kn)	0723764	E-Auction
	Adjustable Mechanical Cable Drum Stand (Axel Height from 0.3m/1.1m - Rated Load 100kn)	0723765	E-Auction
	Horizontal Type Hydraulic Cable Drum Stand (SBT-1500)	0723766	E-Auction
	Cable Measuring Meter 6mm-76mm	0723906	E-Auction
	Cable cutter 30mm		E-Auction
	Ground Corner Cable Roller (SHL3N)	0723907	E-Auction

<b>Crimpers</b>	4-Indent Battery Operated Crimper with 2 Batteries, Charger incl. Case	0723767	E-Auction
	Hex Battery Operated Crimper with 2 Batteries, Charger incl. Case (6 Ton with full Die Set)	0723768	E-Auction
	Hex Battery Operated Crimper with 2 Batteries, Charger incl. Case (12 Ton with full Die Set)	0723769	E-Auction
	Hex Mechanical Crimping Tool 6mm-50mm	0723770	E-Auction
	Hex Mechanical Crimping Tool 10mm-120mm	0723771	E-Auction
	Hydraulic Hand Crimper 6mm-95mm	0723772	E-Auction
	Pre-Insulated Terminal Crimper 0.5mm-6mm	0723773	E-Auction
	Naked Terminal Crimper 0.5mm-10mm	0723774	E-Auction
	DA7: 30 ton die	0723775	E-Auction
	DA8: 30 ton die	0723776	E-Auction
	DA9: 30 ton die	0723777	E-Auction
	DA10: 30 ton die	0723778	E-Auction
	DA13: 30 ton die	0723779	E-Auction
	DS7: 30 ton die	0723780	E-Auction
	DS8: 30 ton die	0723781	E-Auction
	DS10: 30 ton die	0723782	E-Auction
	DS12: 30 ton die	0723783	E-Auction
	DA7: 60 ton die	0723784	E-Auction



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	DA8: 60 ton die	0723785	E-Auction
	DA9: 60 ton die	0723786	E-Auction
	DA10: 60 ton die	0723787	E-Auction
	DA13: 60 ton die	0723788	E-Auction
	DS7: 60 ton die	0723789	E-Auction
	DS8: 60 ton die	0723790	E-Auction
	DS10: 60 ton die	0723791	E-Auction
	DS12: 60 ton die	0723792	E-Auction
	DA7: 100 ton die	0723793	E-Auction
	DA8: 100 ton die	0723794	E-Auction
	DA9: 100 ton die	0723795	E-Auction
	DA10: 100 ton die	0723796	E-Auction
	DA13: 100 ton die	0723797	E-Auction
	DS7: 100 ton die	0723798	E-Auction
	DS8: 100 ton die	0723799	E-Auction
	DS10: 100 ton die	0723800	E-Auction
	DS12: 100 ton die	0723802	E-Auction
	5m Hydraulic Houses For Crimping With Male and Female Couplings	0723893	E-Auction
	10m Hydraulic Houses For Crimping With Male and Female Couplings	0723894	E-Auction
	Hand Hydraulic Cutting Tool	0723803	E-Auction
	Cable crimper 16mm		E-Auction
	Hydraulic Pole Tamper	0723908	E-Auction

<b>Petrol or Diesel Powered Tools</b>	7KVA Diesel Generator	0723901	E-Auction
	7KVA Diesel Generator	0723902	E-Auction
	1.5KVA Petrol Generator	0723903	E-Auction
	2.5KVA Petrol Generator	0723904	E-Auction
	5kva Single Phase Generator	0723905	E-Auction
	Drainage Pump (Petrol) 2 inch	0723909	E-Auction

<b>Electrical Tools</b>	1.8 M fire retardant barricading net	0723808	E-Auction
	Line Control Earths Red	0723809	E-Auction
	Working Earths Yellow	0723910	E-Auction
		0723911	E-Auction
		0723820	E-Auction
	Radio Icom IC F43GT Portable		
	Line Operating Stick	0723821	E-Auction
	Substation Operating Stick	0723822	E-Auction
	Fault Path Indicator MK8	0723912	E-Auction
	Fault Path Indicator MK10	0723913	E-Auction
	LITHIUM BATTERY POWERED POLE TRIMMER SAW with Charger (Cigarette Light pin)	0723823	E-Auction

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	Live Work Cleaning Saw Insulated Battery Operated with Charger (Cigarette Light pin)	0723824	E-Auction
	Handheld GPSMAP 78S	0723825	E-Auction
	Insulated telescopic measuring stick - 15m	0723826	E-Auction
	Cordless Drill (Battery Operated)	0723915	E-Auction
	Petrol Drill BT45	0723827	E-Auction
	Petrol Drill EDR400	0723922	E-Auction
	Magnetic Drilling Machine 35mm	0723923	E-Auction
	Drill Elect Pole Portable B4-32 with Taper Chuck	0723924	E-Auction
	Phasing Stick	0723925	E-Auction
	Battery Operated Wood pole Drill with chargers +(Cigarette Light pin)	0723828	E-Auction
	Battery Operated Angle Grinder with Charger (Cigarette lighter pin)	0723829	E-Auction
	Head torch	0723830	E-Auction

<b>Test Equipment</b>	Alco Tester C1C116:C149	0723926	E-Auction
	Variac 10Amp	0723831	E-Auction
	Variac 10Amp		E-Auction
	Insulation Resistance Tester 1-10Kv	0723832	E-Auction
	Multifunction Tester (Compliance Tester)	0723927	E-Auction
	Multimeter 179	0723833	E-Auction
	Multimeter 189	0723834	E-Auction
	Multimeter 789	0723928	E-Auction
	Multimeter 289		E-Auction
	Multimeter Basic	0723835	E-Auction
	Clamp-on ammeters (up to 500Amps with 3 decimal places)		E-Auction
	Clamp Meters, Digital – 1000 Amp	0723929	E-Auction
	Clamp Meters, Digital – 5 Amp	0724011	E-Auction
	DC Clamp Meter 365	0723930	E-Auction
	Portable Oscilloscope	0723836	E-Auction
	Ambient Temperature Tester	0723932	E-Auction
	Temperature Tester	0723933	E-Auction
	Electronic Thermometer	0723837	E-Auction
	Alcohol Thermometer	0723838	E-Auction
	3 Phase Rotation meter	0723934	E-Auction
	Polarity Tester for Current Transformers	0723950	E-Auction
	Conductivity Meter	0723951	E-Auction
	Earth Resistance Tester (3 Pole)	0723839	E-Auction
	Micro Ohm Meter	0723952	E-Auction
	Earth Resistance Tester (4 Pole)	0723953	E-Auction
	Digital Hydrometer	0723840	E-Auction
	Polarity Earth Leakage Tester	0723954	E-Auction
	Battery State of Health Tester	0723955	E-Auction
	HV Amp Stick 2000Amp	0723841	E-Auction

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	Battery Impedence Tester	0723842	E-Auction
	Voltage Data Logger	0723843	E-Auction
	Voltage Detector - 375 - 11 / 33 KV CC-875-K	0723844	E-Auction
	HV Tester	0723956	E-Auction
	LV Contact VoltageTester	0723957	E-Auction
	MV Contact Type VoltageTester	0723958	E-Auction
	Ultrasonic Height meter - 600 E	0723845	E-Auction
	Rangefinder 500m	0723959	E-Auction
	Rangefinder 2000m	0723960	E-Auction
	MET01 - Metrel MI 3209 - TeraOhm LT 10 kV	0723846	E-Auction
	HT - Hightest- TURA-03B- 250V 3-Phase Transformer Turns Ratio Tester with built-in Battery & Printer	0723961	E-Auction
	Cable maker printer	0723962	E-Auction
	Insulation Resistance Tester 0 - 10kV	0723963	E-Auction
	Labelling machine -	0723964	E-Auction
	Portable Earth leakage Tester	0723965	E-Auction
	Test handle ( Test Block)	0723849	E-Auction
	Test leads	0723966	E-Auction
	CT accuracy and phase angle verification test unit (Analyser)	0723850	E-Auction
	VT testing (Analyser)	0723967	E-Auction
	Load box - 3 phase, 400V, 15A minimum with overload protection	0723968	E-Auction
	Meter accuracy verification test unit	0723969	E-Auction
	Primary current injection test unit	0723970	E-Auction
	Secondary injection test unit	0723971	E-Auction
	Multi-Functional tester	0723972	E-Auction
	Three phase power transformer tester ( ratio, positive impedance, zero sequence, vector group)		E-Auction
	Secondary recloser test set		E-Auction
	Battery Density meter		E-Auction
	Three phase secondary injection relay tester		E-Auction
	Battery discharge machine		E-Auction
	DC Technician Toolbox (1000 volt) insulated tools		E-Auction
	Three phase secondary injection relay tester		E-Auction
	Multi-Functional tester		E-Auction

<b>Bush Clearing</b>	Chainsaw MS-381	0723973	E-Auction
	Chainsaw CS620	0723974	E-Auction
	Telescopic Chainsaw PT75	0723975	E-Auction
	Telescopic Chainsaw PPT-2620HES	0723976	E-Auction
	High Cutter (Tree Pruner)	0723851	E-Auction
	Brush Cutter Petrol with Blades FS360 with Harness	0723977	E-Auction
	Brush Cutter Petrol SRM420 with Harness	0723978	E-Auction
	Full Set Safety Gear Chainsaw	0723979	E-Auction

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

	Full Set Safety Gear Brush Cutter	0723853	E-Auction
	High Cutter (Tree Pruner		E-Auction

<b>PPM General Tools</b>	Reciprocating Saw Electrical 1300W	0723855	E-Auction
	Cut-Off Machine 2300Watt 355mm Blade	0723980	E-Auction
	Grinder Industrial Type 115mm (Industrial)	0723981	E-Auction
	Grinder Industrial Type 230mm (Industrial)	0723982	E-Auction
	Panel Blower 1100Watt Variable Speed	0723983	E-Auction
	Heat Gun 1500W	0723984	E-Auction
	36V LI-ION Cordless Rotary Hammer Drill, with 2 batteries charger and case	0723985	E-Auction
	28V LI-ION Cordless Impact Wrench Heavy Duty with 2 batteries charger and case	0723856	E-Auction
	28V LI-ION Cordless Drill Heavy Duty with 2 batteries charger and case	0723986	E-Auction
	18V LI-ION Cordless Drill Heavy Duty with 2 batteries charger and case	0723987	E-Auction
	18V LI-ION Cordless Grinder Heavy Duty with 2 batteries charger and case	0723988	E-Auction
	18V LI-ION Cordless Reciprocating Saw Heavy Duty with 2 batteries charger and case	0723990	E-Auction
	18V LI-ION Cordless Panel Blower Heavy Duty with 2 batteries charger and case	0723994	E-Auction
	Inverter Welder 200AMPS	0723857	E-Auction
	Inverter 12-220V 2000W Pure Sign	0724000	E-Auction
	Torque Wrench 3/8"19-110NM	0724001	E-Auction
	Torque Wrenches 20 – 400nm	0724002	E-Auction
	Band-it Strapping Tool C00169	0723858	E-Auction
	Bench Vices 200mm	0723859	E-Auction
	Bolt Cutter 350mm heavy duty	0724003	E-Auction
	Bolt Cutter 600mm heavy duty	0724004	E-Auction
	Bolt Cutter 910mm heavy duty	0724005	E-Auction
	Bolt cutter, with adjustable jaws – 25mm	0724006	E-Auction
	Gazebo 3m x 3m self erecting	0723860	E-Auction
	Oxy Acetylene Gas welding Sets and Bottles (Portable) portapack	0723861	E-Auction
	LPG Heating Torch burner kit	0723862	E-Auction
	LPG Gas pipe	0723863	E-Auction
	LPG Gas regulator	0724007	E-Auction
	9KG LPG Gas bottle	0723864	E-Auction
	Gas Soldering Iron	0723865	E-Auction
	Oil Drum Pumps Electrical 220Volts	0724008	E-Auction
	Filler Gauges	0723866	E-Auction
	Oil Drainage Pump (John to provide Specs)	0723867	E-Auction
	Water Drainage Pump	0724009	E-Auction
High Pressure Washer	0723868	E-Auction	

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

### PART 3: SCOPE OF WORK

Document reference	Title	
	This cover page	
C3.1	<i>Employer's Goods Information</i>	
C3.2	<i>Tenderer's Goods Information</i>	

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

## **C3.1: EMPLOYER'S GOODS INFORMATION**

### **1 Overview and purpose of the goods and services**

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years). Supplier to conform to all requirements set out by Eskom including Health, Safety, environmental and SILC – 736 (Technical Evaluation Criteria for Production Tools).

### **2 Specification and description of the goods**

The contract covers the supply and delivery of various tools on an "as" and when required basis to various Eskom Limlanga Cluster sites for a period of 5 years.

#### **Employer's design**

Not applicable

#### **Procedure for submission and acceptance of Tenderer's design**

Not applicable

#### **Other requirements of the Tenderer's design**

Not applicable

#### **Use of Tenderer's design**

Not applicable

#### **Manufacture & fabrication**

Fuses at 100% threshold.

#### **SDL & I Objective Criteria**

#### **Skills Development**

Tenderers are required to propose against the following training initiatives:

Skills development also forms part of objective criteria and will apply. Negotiations will be held with the successful Tenderers to implement skills development. Skills development candidates will be, but not limited, unemployed matriculants and graduates from FET colleges representing the demographics of the population populated on the SDL & I undertaking.

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### **Factory acceptance testing (FAT)**

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

### **Other tests and inspections and commissioning in place of use**

Not applicable

### **Operating manuals and maintenance schedules**

Not applicable

### **Supply Requirements**

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

### **Specification of the services to be provided**

As per scope of works.

### **Constraints on how the *Tenderer* Provides the Goods**

#### **Programming constraints**

#### **Work to be done by the Delivery Date**

As per Task Order

#### **Marking the goods**

Not applicable

#### **Constraints at the delivery place and place of use**

None

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## Cooperating with Others

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

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

Will be indicated per Task Order

## Management meetings

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

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

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

## Documentation control

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

## Health and safety risk management

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

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

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

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

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



The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

**Environmental constraints and management**

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

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

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

**Quality**

**Specifications**

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	
Waste Management Procedure	Latest	
Recommended Herbicides	Latest	
Herbicides Management	Latest	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	Latest	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	Latest	

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

<ul style="list-style-type: none"> <li>• <b>Eskom Distribution Standard</b> Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e coastal and inland) are available the coastal option will be applicable in Eskom's Limpopo Operating Region (Refer to Engineering Instruction EI-039-MVL).</li> </ul>	Latest	
<ul style="list-style-type: none"> <li>• <b>Technical Bulletins</b> As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.</li> </ul>	Latest	
<b>Environnemental Management</b> Environnemental Management Programme (EMP) Procedure SHEQ Policy	Latest	
<b>Quality</b> Quality Requirements for the Procurement of Assets, Goods & Services	Latest	
<b>Safety</b> Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus	Latest	
Management of Substance Abuse	Latest	
<b>Business Conduct</b> Suspending Tenderers from Eskom's Tenderer Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Contract Advise Centre, Clare Loittering, (031) 710 5429	Latest	
Technology & Quality Engineering Instruction : Generic Stubby Line	Latest	
Authorisation of contractors / Eskom staff	Latest	
Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system	Latest	
Checklist of Eskom Qualified Tenderers List of Eskom Qualified Tenderers	Latest	
Contract Specification for Vegetation Management Services on Eskom Networks	Latest	

## Invoicing and payment

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

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

The *Tenderer* shall address the tax invoice to *Employer* and include on each invoice the following information:

Name and address of the *Tenderer* and the *Supply Manager*;

The contract number and title;

*Tenderer's* VAT registration number;

The *Employer'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;

### **Insurance provided by the *Employer***

As per the Contract Data

### **Contract change management**

Compensation events Process will be followed.

### **Provision of bonds and guarantees**

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

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

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

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

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

## **Procurement**

### **Subcontracting**

#### **Preferred subcontractors**

SC does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or sub-tenderers the *Tenderer* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular tenderer or group of tenderers in order to comply with operational standards for the *goods*.

#### **Limitations on subcontracting**

The *Employer* may require that the *Tenderer* must subcontract certain specialised work, or that the *Tenderer* shall not subcontract more than a specified proportion of the whole of the contract.

The supply and delivery of various Production Working Tools to Technical Support Departments on an as and when required basis for a period of 60 months (5 years).

### Spares and consumables

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

### Other requirements related to procurement

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

### Cataloguing requirements by the *Tenderer*

Cataloguing is not applicable.

### List of drawings

#### Drawings issued by the *Employer*

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

Drawing number	Revision	Title
Drawings will be available on request		