



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 HV Cable Joint & Termination kits for the
Gauteng Cluster on an as and when basis for a period of 5
years

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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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 HV Cable Joint & Termination kits for the Gauteng Cluster on an as and when basis for a period of 5 years

The tenderer, identified in the Offer signature block, has

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

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

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

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*.

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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**

**2 Maxwell Drive
Megawatt Park
Sandton
Johannesburg**

Name &
signature of
witness

Date

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

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

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)

Name &
signature
of witness

Date

**2 Maxwell Drive
Megawatt Park
Sandton
Johannesburg**

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X13: Performance bond
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> 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 <i>Supply Manager</i> is (name):	TBC
	Address	
	Tel	
	Fax	
	e-mail	
11.2(13)	The <i>goods</i> are	HV Cable Joint & Termination kits
11.2(13)	The <i>services</i> are	The delivery of HV Cable Joint & Termination kits for a period of 5 years

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

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- 11.2(14) The following matters will be included in the Risk Register
- **Time:** delivery lead time risks
 - **International markets risks**

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	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 week	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the goods and services is:	<i>goods and services</i>	<i>delivery date</i>
		1	HV Cable joints
		2	Termination kits
			3-6 months
			3-6 months
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	no data required	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week after placing an order.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 week for each purchase order placed	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after delivery.	
43.2	The <i>defect correction period</i> is	2 weeks	
42.2	The <i>defects access period</i> is	5 days	
5	Payment		
50.1	The <i>assessment interval</i> is	Within 1 week of delivery date	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	4 weeks after invoice submission with a goods receipt	

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51.4	The <i>interest rate</i> 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
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Late Deliveries 2. Delays due to damage in transportation 3. Incorrect handling and storage on site
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Total of purchase orders issued.
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date As per Annexure B, Annual Construction All Risk policy
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the prices, plus the amount of the deductibles payable in respect of the Employer's Annual Construction All Risk Insurance Policy in respect of the resultant damages caused by the defective equipment.
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total value of the defective equipment
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a 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).		
	Address			
	Tel No.			
	Fax No.			
	e-mail			
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)		
94.4(2)	The <i>tribunal</i> is:	Arbitration		
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
94.4(5)	The place where arbitration is to be held is	Gauteng, South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The month before tender closing – to be updated upon contract award.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.85		
		0.15	Non-adjustable	
		1.00		

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	Prices will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted.								
X2	Changes in the law								
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date							
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.							
X7	Delay damages								
X7.1	Delay damages for Delivery are	Delivery of	amount per day						
		Delivery lead time	0.5% per week, capped at 10% of each order value calculated on the value of the delayed portion.						
X13	Performance bond								
X13.1	The amount of the performance bond is	To be determined by Eskom Finance department.							
X17	Low performance damages								
	<table><tr><th>Description</th><th>Liquidated damages</th></tr><tr><td>Cable Joints and Terminations fail to meet Technical Specification</td><td>5% of purchase order value</td></tr><tr><td>SHEQ</td><td>5% of purchase Order value</td></tr></table>			Description	Liquidated damages	Cable Joints and Terminations fail to meet Technical Specification	5% of purchase order value	SHEQ	5% of purchase Order value
Description	Liquidated damages								
Cable Joints and Terminations fail to meet Technical Specification	5% of purchase order value								
SHEQ	5% of purchase Order value								
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

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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

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

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

87

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

Insurance against or name of policy	Minimum amount of cover or minimum 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
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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 occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Supply and delivery of HV Cable Joint & Termination kits for the Gauteng Cluster on an as and when basis for a period of 5 years

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *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

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

Supply and delivery of HV Cable Joint & Termination kits for the Gauteng Cluster on an as and when basis for a period of 5 years

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ 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
D	arrival	DAT, DAP, DDP	DDP

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 <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> 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	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
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	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	This contract, Part 3												
11.2(11)	The tendered total of the Prices is	R												
11.2(12)	The <i>price schedule</i> is in:	Pricing Data												
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 goods and services is:	<table> <tr> <th colspan="2"><i>goods and services</i></th><th><i>delivery date</i></th></tr> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </table>	<i>goods and services</i>		<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
<i>goods and services</i>		<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
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	%												

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

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

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 its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)*(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)*

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

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

(the *Purchaser*) and

[Insert registered name and address of the *Supplier*]

(the *Supplier*), for

[Insert details of the *goods* and *services* from the Contract Data]

(the *goods* and *services*).

I/We the undersigned

on behalf of the *Supplier's*
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.
4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____

on this _____

day of _____

20__

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)*

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No. _____

Date: _____

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of - the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods and services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- state the amount claimed ("the Demand Amount");

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- state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	3

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> 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 *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

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- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

EQUIP- MENT	DESCRIPTION	TYPE	Rate
Joint kit	JOINT KIT 3C 132kV 400SQ CU OF STOP	OIL	
Sealing End	SEALING END 88kV 1000SQ AL OF	OIL	
Joint kit	JOINT KIT 3C 132kV 400SQ CU OF	OIL	
Joint kit	JOINT KIT 3C 88kV 500SQ AL OF	OIL	
Joint kit	JOINT KIT 3C 88kV 500SQ AL OF STOP	OIL	
Joint kit	JOINT KIT 3C 44kV 400SQ AL OF STOP	OIL	
Sealing End	SEALING END 44kV 400SQ AL OF	OIL	
Joint kit	JOINT KIT 3C 44kV 400SQ AL OF	OIL	
Term Kit	TERM KIT 1C 44kV 1000SQ CU XLPE	XLPE	
Joint kit	JOINT KIT 1C 88kV 1000SQAL OF STOP D2871	OIL	
Sealing End	SEALING END 88kV 500SQ AL OF	OIL	
Joint kit	JOINT KIT 1C 44kV 1 000SQ CU XLPE STR	XLPE	
Joint kit	JOINT KIT 1C 88kV 1000SQ AL OF	OIL	
Joint kit	JOINT KIT 3C 88kV 500SQ AL OF TRIF	OIL	
Joint kit	JOINT KIT 3C 44kV 400SQ AL OF TRIF	OIL	
Term Kit	TERM KIT 1C 88-132kV 500SQ. XLPE INLAND	XLPE	
Term Kit	TERM KIT 1C 88-132kV 1000SQ. XLPE INLAND	XLPE	
Joint kit	JOINT KIT 1C 44-66kV 1000SQXLPESTR	XLPE	
Joint kit	JOINT KIT 1C 88-132kV 500SQ. XLPE STR.	XLPE	

Supply and delivery of HV Cable Joint & Termination kits for the Gauteng Cluster on an as and when basis for a period of 5 years

Joint kit	JOINT KIT 1C 88-132kV 500SQ. XLPE S/INT.	XLPE	
Joint kit	JOINT KIT 1C 88-132kV 1000SQ. XLPE STR.	XLPE	
Joint kit	JOINT KIT 1C 88-132kV 1000SQ XLPE S/INT	XLPE	
Joint kit	JOINT KIT 1C 44kV 1000SQ CU XLPE S/INT	XLPE	
Joint kit	JOINT KIT 1C 44kV 400SQ CU XLPE STR	XLPE	
Joint kit	JOINT KIT 1C 44kV 400SQ CU XLPE S/INT	XLPE	
Term Kit	TERM KIT 1C 44kV 400SQ CU XLPE NSS	XLPE	
Joint kit	JOINT KIT 3C 132kV 400SQ CU OF TRIF	OIL	
Sealing End	SEALING END 132kV 400SQ CU OF	OIL	
Term Kit	KIT TERM:1C 44-66KV 500SQ XLPE CSTLD8072	XLPE	
Term Kit	TERM KIT 1C 44-66kV 1000SQ. XLPE COASTAL	XLPE	
Term Kit	KIT TERM:1;INSULATED CABLE; 500 MM2;400	XLPE	
Term Kit	KIT TERM:1;INSULATED CABLE; 400 MM2;400	XLPE	
Joint kit	JOINT KIT 1C 44kV 500SQXLPESTRHS/CSD8071	XLPE	
Joint kit	JOINT KIT 1C44kV 500SQ XLPE S/INTHS/CSD8071	XLPE	
Term Kit	TERM KIT 1C 44kV 500SQ XLPE NSS	XLPE	
Term Kit	TERM KIT 1C 44kV 1000SQ XLPE NSS D8072	XLPE	
Joint kit	JOINT KIT 1C 44kV 1000SQ XLPE STRHS/CSD8071	XLPE	
Joint kit	JOINT KIT 1C44kV 1000SQ XLPE S/INTHS/CD8071	XLPE	
Term Kit	TERM KIT 1C 88kV 1000SQ AL XLPE SF6	XLPE	
Term Kit	TERM KIT 1C 88kV 1000SQ CU XLPE SF6	XLPE	
Term Kit	TERM KIT 1C 132kV 400SQ CU EPR SF6	EPR	
Term Kit	KIT TERM:1C 88-132KV 1000SQ; XLPE; SF6	XLPE	

Joint kit	KIT,CABLE JOINT:44KV; 1C; 400; OF	OIL	
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PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	11
C3.2	<i>Supplier's Goods Information</i>	1
	Total number of pages	13

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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Overview and purpose of the *goods and services*

Supply and delivery of HV Cable Joint & Termination kits for the Gauteng Cluster on an as and when basis for a period of 5 years.

To replenish stock of critical and strategic spares required for maintenance, operations and projects. Materials management is required to keep stock on an ongoing basis for business continuity.

The standard attached in C.3.1.2. covers Distribution Division's requirements for single-core and three-core oil-filled cables and accessories for systems with nominal voltages of 44 kV, 66 kV, 88 kV and 132 kV. The test methods and requirements specified are in accordance with [1] IEC 60141-1.

Specification and description of the *goods*

The following list of specifications are applied to this contract.

No.	Unique Identifier	Revision	Document Title
1	240-56030399	1	Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard  240-56030399 Specification for Oil

Purchaser's design

There is no Purchaser's design, however specification is contained in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Procedure for submission and acceptance of *Supplier's design*

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Other requirements of the *Supplier's design*

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Use of *Supplier's design*

As described in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Manufacture & fabrication

As described in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Factory acceptance testing (FAT)

As per the specified tests in the Specification for Technical evaluation Criteria for Eskom Distribution Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV with Unique Identifier: 240-56030399.

Other tests and inspections and commissioning in place of use

As per the specified tests in the Specification for Technical evaluation Criteria for Eskom Distribution Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV with Unique Identifier: 240-56030399.

Operating manuals and maintenance schedules

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Supply Requirements

STANDARD FOR OIL FILLED POWER CABLES AND ACCESSORIES FOR SYSTEMS WITH NOMINAL VOLTAGES OF 44KV TO 132KV

REQUIREMENTS

Oil-filled high voltage cable and accessories shall comply with the requirements of [1] IEC 60141-1, this standard and, where indicated, the requirements of [3] NRS 077. Where conflicting requirements arise, the requirements of this standard shall take precedence.

Note: Cable, accessories and ancillary equipment for use on high-voltage oil-filled systems in Eskom Distribution are given in the Buyer's Guide drawings listed in paragraph **Error! Reference source not found.**

Standard Installation Conditions

- a. The standard installation conditions given in [3] NRS 077 shall apply. In addition, the cable depth of burial and configuration installation conditions shall be in accordance with [10] D-DT-0890, [11] D-DT-0891 and [12] D-DT-0892.
 - Notes: Although [10] D-DT-0890 and D-DT-0892 are intended for single-core XLPE-insulated cables, their requirements are also be applicable to all oil-filled cables.
 - In general, for single-core high-voltage cables, the bonding and earthing arrangement (special bonding) is in accordance with [13] D-DT-0893.
- b. Cables and accessories shall be designed to operate in a 'Category A' system in accordance with [1] IEC 60141-1.

Cable and Accessory Operating Voltages

The standard operating voltages given in [3] NRS 077 shall apply.

Cable Materials and Construction

The cable construction shall be in accordance with the relevant sheet of [9] D-DT-0881 (refer to [21] D-DT-2870).

Conductor

a. The cable conductor material shall be stranded and compacted aluminium or copper in accordance with [2] IEC 60228.

Note: Single-core cables require a hollow-core to accommodate an oil duct.

b. The conductor cross-sectional area shall be 400 mm², 500 mm², 630 mm² or 1 000 mm² and shall be specified in the enquiry document.

Note: The most common sizes of high-voltage oil-filled cable installed in Eskom Distribution networks are 400 mm², 500 mm² and 10 00 mm².

Conductor Screen

The conductor screen shall comprise carbon black paper or a combination of carbon black paper and non-magnetic conducting foil, tape or metallized paper tape.

Insulation

The insulation shall consist of helically applied paper tape layers.

Core Screen

The core screen shall comprise carbon black paper or a combination of carbon black paper and non-magnetic conducting foil, tape or metallized paper tape.

Laying up of Three Core Cables

The cores of three-core cables shall be laid up together with an appropriate right-hand lay.

Metallic Woven Fabric Tape

a. The laid-up cores of three-core cables shall be bound together with a helically applied, copper-woven or aluminium-woven fabric tape that effectively bonds together the individual conducting core screens and bonds each screen to the metallic sheath.

b. The core of a single core cable shall have a helically applied, copper-woven or aluminium-woven fabric tape.

Cable Oil, Ducts and Filler Materials

a. Cable oil shall comply with the requirements of [5] 240-56062751.

b. Where applicable, stainless steel helical oil ducts shall be provided in accordance with [9] D-DT-0881.

c. For three-core cables, appropriate filler materials shall be provided.

Metal Sheath

The metal sheath shall be a helically corrugated aluminium sheath. All other requirements for the corrugated aluminium sheath shall comply with the requirements of [3] NRS 077.

Note: A helically corrugated metal sheath allows for the longitudinal flow of oil within the cable.

Outer Sheath

The outer sheath shall comply with the requirements of [3] NRS 077.

Cable Accessories

Cable Joints

- a. Straight-through joints (refer to [20] D-DT-2871) shall allow for the flow of oil through the joint.
- b. Stop joints (refer to [20] D-DT-2871) shall provide an oil barrier suitable for creating hydraulic sections in the cable system.
- c. Trifurcating joints (refer to [20] D-DT-2871) shall be designed to join a three-core cable to three single-core cables.

Note: Trifurcating joints that consist of a three-core cable splitter box (refer to paragraph 3.1.4.2) and three single-core joints will be considered.

- d. Cable joints shall be sheath interrupting (i.e. shall be supplied with an insulating flange) and shall comply with the requirements of [3] NRS 077.

Note: Sheath interrupting joints are required in order to accommodate the particular special bonding applicable to the cable system being maintained. Sheath interrupting joints may also be used as non-sheath interrupting joints. This decision has been made in order to limit strategic stockholding requirements.

- e. Unless otherwise specified by Eskom in the enquiry document, each cable joint shall be supplied with a suitable means to join the relevant conductor(s). Acceptable conductor joining methods include:

- conductor welding (Metal Inert Gas (MIG)), in which case the joint shall be supplied with the appropriate welding jig(s); or
- sweating, in which case the joint shall be supplied with appropriate ferrule(s) to allow for soldered contact of the conductor in the ferrule(s); or
- torque shear mechanical compression, in which case the joint shall be supplied with appropriate torque-shear mechanical connector(s); or
- suitable alternative methods approved by Eskom.

- f. Cable joints shall be supplied with sets of paper rolls and crêpe paper tapes. Where applicable, preference shall be given to pre-chamfered paper rolls.

- g. Where pre-chamfered paper rolls are supplied, each roll shall be marked correctly and be stored in a sealed oil tin.

Splitter Boxes

- a. Splitter boxes (refer to [20] D-DT-2871) shall be designed to trifurcate and seal the individual cores of a three-core cable and shall be provided with 3 × 15 m lengths of single-core outer protection sheaths for the three individual cores of the three-core cable.
- b. The single-core outer protection sheaths shall comprise a Medium-density Polyethylene (MDPE) outer sheath bonded to a corrugated aluminium sheath.

Transition Joints

- a. Transition joints (refer to [20] D-DT-2871) shall be designed to join oil-filled cable to XLPE-insulated cable in accordance with [6] 240-56030625.

Notes: Transition joints are required either to join a single-core oil-filled cable to a single-core XLPE-insulated cable or to join a three-core oil-filled cable to three single-core XLPE-insulated cables. The latter constitutes a trifurcating transition joint.

- Trifurcating transition joints that consist of a three-core cable splitter box (refer to paragraph 3.1.4.2) with three single-core transition joints will be considered.
- Transition cable joints shall be sheath interrupting (i.e. shall be supplied with an insulating flange) and shall comply with the requirements of [3] NRS 077.

Outdoor Cable Sealing Ends

- a. Outdoor cable sealing ends (refer to [19] D-DT-2872) shall be self-supporting and shall comply with the requirements of [3] NRS 077.
- b. Outdoor sealing ends shall be suitable for mounting on the medium equipment support and cap shown in [7] D-DT-5030 (sheets 2 and 3) and [10] D-DT-0890 (sheets 1 and 2).
- c. Outdoor sealing ends shall have a specific creepage of 31 mm/kV.

In the case of self-supporting type terminations, unless otherwise specified in Appendix A (refer to Annex B), the diameter of the tinned copper vertical stem shall be 38 mm.

Specification of the services to be provided

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

The Supplier shall comply with the Specification of the services contained in Part C.3.1.2 -Purchaser's Goods Information.

Constraints on how the *Supplier* Provides the Goods

Programming constraints

The Supplier is to indicate all detailed activities for the supply and delivery of the goods per purchase order to be issued for acceptance by the Supply Manager prior to the finalisation of the purchase order.

Work to be done by the Delivery Date

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

Marking the goods

As specified in the Specification for Oil Filled Power Cables and Accessories for Systems with Nominal Voltages of 44kV to 132kV Standard unique identifier: 240-56030399.

5.3.1 General Requirements

Marking, labelling and packaging shall comply with the requirements of [3] NRS 077 and oil-filled cable shall be packaged on steel drums with the associated oil pressure tank fitted on the inside.

5.3.2 Marking of Outer Sheath

Cables shall be legibly marked in accordance with the requirements of [3] NRS 077, but the marking shall include the specification number to which the cable has been manufactured and the word 'ESKOM'. A typical legend would be:

XXXXXXXXX CABLES 2011 76/132 kV IEC 60840 500 mm² Cu ESKOM

Constraints at the delivery place and place of use

The Supplier will have to allow sufficient time provision for the delivery of the products to the Regional Distribution Centre due to limits at the place of delivery to accommodate multiple simultaneous deliveries.

Cooperating with Others

The Supplier's delivery personnel will have to comply to all security and safety requirements prior to the entry at the place of delivery.

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

NONE

Management meetings

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

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

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or

instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Documentation control

The contract document and tenders shall be stored in the cabinets at procurement Department. Contractual communication will be in a form of properly compiled letters or forms in a chronological order, attached to emails.

Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in the Invitation to Tender (ITT) to this Enquiry.

Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints contained in the Invitation to Tender (ITT) to this Enquiry.

Quality

The Supplier shall comply with the Quality, Work Procedures and any Eskom requirements contained in the Invitation to Tender (ITT) to this Enquiry

Invoicing and payment

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

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

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

Procedures for invoice submission and payment (e. g. electronic payment instructions)

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	

- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Insurance provided by the *Purchaser*

The Purchaser only provides insurance should the goods be provided ex-works from the point of collection. The Supplier is to provide all insurances up to the point of delivery where they are responsible to deliver.

Contract change management

There are no additional requirements to those stipulated in Core Clause 6.

Provision of bonds and guarantees

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

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

All records of defined costs are to be filed and access granted to the Supply Manager at any time upon request.

Procurement

Subcontracting

Preferred subcontractors

Refer to the attachments contained in the ITT to this enquiry.

Limitations on subcontracting

Refer to the attachments contained in the ITT to this enquiry.

Spares and consumables

Not Applicable

Other requirements related to procurement

Refer to the attachments contained in the ITT to this enquiry.

Cataloguing requirements by the *Supplier*

Not Applicable

List of drawings**Drawings issued by the *Purchaser***

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

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

Annexure B



To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer	:	ESCAP SOC Ltd
Insured	:	Eskom SOC Ltd including National Transmission Company of South Africa (NTCSA) SOC Ltd, Eskom Rotek Industries SOC Ltd, and other its wholly owned subsidiaries
Additional Insureds of	:	Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the "Contracts") between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the "Contractor" provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured) (hereinafter called the "Contractor").

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to
the Named Insured and where applicable the
Additional Insured listed above. Cover in respect of
contractors and subcontractors shall only be
provided to the extent that the Named Insured
undertakes in the contracts with the

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Escap SOC Ltd Reg No 1993/003340/30

Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

Insurance coverage found in this policy (hereinafter called the "Insurance Cover") for such parties

Policy name : Annual Construction All Risks

Period of insurance : 01 April 2026 – 31 March 2027

Policy limit : **Section I - Contract Works:**
Basic project value of **R 500 million** up to **R 1 billion and 60 months at inception**, thereafter unlimited in value and project time up to completion.

Section II - Contract Works Public Liability:
R25 million, any occurrence or series of occurrences arising out of one event

Policy coverage : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

Policy deductibles : As per table below

Deductible	Division / Coverage
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors' Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

Note:

Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Please refer your queries to your contact person at Eskom

Yours sincerely



Shadrack Sivhugwana

Escap SOC Ltd – Chief Executive

Officer Date: 04 June 2026