

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis



NEC3 Supply Contract (SC3)

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

and (Reg No.

for The manufacturing, supply and delivery of Cable  
elect 230 V;2C; CU STL;6 MM2 for a period of 36  
months on “an as when required” basis

---

**Contents:**

**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

**Part C3 Scope of Work**

---

**CONTRACT No.**

---

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

**PART C1: AGREEMENTS & CONTRACT DATA**

---

**Contents:**

**C1.1 Form of Offer and Acceptance**

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

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

**C1.3 Proforma Guarantees**

---



**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## C1.1 Form of Offer & Acceptance

### Offer

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

The tenderer, identified in the Offer signature block, has

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

The offered total of the Prices exclusive of VAT is	<b>Rates based contract as per Price list C2.2</b>
Value Added Tax @ 15% is	<b>Rates based contract as per Price list C2.2</b>
The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates based contract as per Price list C2.2</b>
<b>Rates based contract as per Price list C2.2</b>	

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:**

Date

Name &  
signature of  
witness

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

Name &  
signature of  
witness

Date

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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.

	<b>For the tenderer:</b>	<b>For the Purchaser</b>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	<b>Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199</b>
Name & signature of witness	_____	_____

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

Date

## C1.2 SC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b> <b>X7: Delay damages</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	(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):	<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>011 800 3000</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Mr Onia Gumede</b>
	Address	<b>Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel	
	Fax	<b>N/A</b>
	e-mail	
11.2(13)	The <i>goods</i> are	<b>The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, [www.ecs.co.za](http://www.ecs.co.za).

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

11.2(13)	The <i>services</i> are	<b>Not applicable</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Not applicable</b>
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>1 week</b>
2	<b>The Supplier's main responsibilities</b>	<b>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.</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
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.	<b>Not applicable</b>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>1 week of the Contract Date.</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>1 weeks.</b>
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>12 Months after delivery.</b>
43.2	The <i>defect correction period</i> is	<b>1 week</b>
	except that the <i>defect correction period</i> for	<b>1 week</b>
	and the <i>defect correction period</i> for	<b>1 week</b>
42.2	The <i>defects access period</i> is	<b>1 day</b>
	except that the <i>defect access period</i> for	<b>Not applicable</b>



The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

	and the <i>defect access period</i> for	Not applicable
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	25 of each and every month / after delivery of all Goods and correct invoices submitted to Eskom finance shared services.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days after date of submitting correct invoices
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

		in italics used in this section are identified elsewhere in this Contract Data.
7	<b>Title</b>	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	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>1. Shortage of raw materials</b> <b>2. COVID 19</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<b>See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data</b>  1. Insurance against <b>Loss of or damage to the <i>goods</i>, plant and materials.</b>  Cover / indemnity is <b>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</b>  <b>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</b>  The deductibles are <b>See notes in data for clause 88.2 below and Annexure B</b>
84.1	The <i>Supplier</i> provides these additional insurances	<b>See notes in Annexure B</b>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<b>R0</b> [As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the “free issue” plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]
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	<b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</b>

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

	<p>an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:</p>	<p>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> <li>• R15 million (fifteen million Rand) for exposure to Generation Division property;</li> <li>• R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and;</li> <li>R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property</li> </ul> <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	<p>The minimum limit of indemnity for insurance in respect of 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 for any one event is:</p>	<p>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).</p>
88.1	<p>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</p>	<p><b>R0.0 (zero Rand)</b></p>
88.2	<p>For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to</p>	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the “Format A” / “Format B” / “Format Dx”  <b>{choose the applicable format, then delete the others and this note}</b>, insurance policy available on  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>  and  (2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:  R15 million (fifteen million Rand) for Generation Division property;</p>

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

		R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; R1 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property
		See notes in Annexure B
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:	R0
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	Limited to Task Order Value
88.5	The <i>end of liability date</i> is	12 Months after Delivery of the whole of the <i>goods and services</i> .
<b>9</b>	<b>Termination and dispute resolution</b>	
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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>		
<b>10</b>	<b>Data for Option clauses</b>		
<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is		
	<b>Totals</b>	<b>100%</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per week</b>
		<b>Delivery lead time</b>	<b>Delay damages is R1000.00 per day per delay up to Maximum of 10% of the Purchase / Task Order value.</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>		
	<b>Z1 to Z12 always apply for Eskom</b>		

## **Z1 Cession delegation and assignment**

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

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## **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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

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

- 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 *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.
- Z5.2 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*.
- Z5.3 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.
- 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 *Purchaser*.
- Z5.5 The *Supplier* 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.

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

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

Z7.1 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.

Z7.2 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.

**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 *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.

Z8.2 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.

Z8.3 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.

**Z9 Notifying compensation events**

Z9.1 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”.



**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

**Z10      *Purchaser’s* limitation of liability**

- Z10.1 The *Purchaser’s* liability to the *Supplier* for the *Supplier’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11      **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":****

- Z11.1      or had a business rescue order granted against it.

**Z12      **Addition to secondary Option X7 Delay damages (if applicable in this contract)****

- Z12.1 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.
-

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	The Design, manufacturing, testing, supply and delivery of various stranded aluminum conductor clamps and accessories for a period of 36 months on “an as when required” basis	
2. The requirements for transport are	Supplier's responsibility	
3. The delivery place is	The delivery address for the equipment is:-	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Eskom
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Not applicable
	Unloading the <i>goods</i>	Not applicable
For international procurement	Undertake export requirements	Not applicable
	Undertake import requirements	Not applicable
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

SDL&I undertakings:

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

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

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

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

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

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

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

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

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

### **All other insurance**

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

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

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

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

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

*[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)*

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## C1.2 Contract Data

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

#### Notes to a tendering supplier:

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address  Tel No. E-mail address.	Tel:
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	<b>The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis</b>
11.2(11)	The tendered total of the Prices is	<b>Rates based contracts</b>
11.2(12)	The <i>price schedule</i> is in:	<b>Rate based contracts</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Raw material shortages COVID 19</b>
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	<b>N/A</b>
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i></b> ..... <b><i>delivery date</i></b> .....
31.1	The programme identified in the Contract Data is contained in:	<b>1 week</b>
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer.

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

If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

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

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## **C2.2 Price Schedule**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **Notes:**

- Prices above exclude VAT.
- Prices to be fixed and firm price.

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## PART 3: SCOPE OF WORK

ITEM	SAP NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICES
1	0632881	CABLE ELECT:230 V;2C;CU STL;6 MM2	2 400 000		
5	TOTAL PRICES EXCLUDING VAT				

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



The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

### C3.1: *PURCHASER’S GOODS INFORMATION*

#### Contents

PART C1: AGREEMENTS & CONTRACT DATA.....	ii
Offer .....	4
Acceptance .....	5
Schedule of Deviations to be completed by the <i>Purchaser</i> prior to contract award .....	6
Part one - Data provided by the <i>Purchaser</i> .....	7
Statement .....	7
Data .....	7
General .....	7
2 .....	8
The <i>Supplier’s</i> main responsibilities .....	8
3 .....	8
Time .....	8
4 .....	8
Testing and defects .....	8
5 .....	9
Payment .....	9
6 .....	9
Compensation events .....	9
7 .....	10
Title .....	10
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. ....	10
8 .....	10
Risks, liabilities, indemnities and insurance .....	10
9 .....	12
Termination and dispute resolution .....	12
10 .....	13
Data for Option clauses .....	13
The Supply Requirements for this contract are as follows: .....	18
Part two - Data provided by the <i>Supplier</i> .....	2
Clause .....	2
Statement .....	2
Data .....	2
C2.1 Pricing assumptions .....	3
C2.2 Price Schedule .....	1
PART 3: SCOPE OF WORK .....	1
C3.1: <i>PURCHASER’S GOODS INFORMATION</i> .....	2
Specification and description of the <i>goods</i> .....	3
Supply Requirements .....	3
Constraints on how the <i>Supplier</i> Provides the Goods .....	3
Programming constraints .....	3
Marking the <i>goods</i> .....	3
Constraints at the delivery place .....	3
Management meetings .....	3
Invoicing and payment .....	4
Procurement .....	4
C3.2 <i>SUPPLIER’S GOODS INFORMATION</i> .....	4

The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis

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

ITEM	SAP NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICES
1	0632881	CABLE ELECT:230 V;2C;CU STL;6 MM2	2 400 000		
5	TOTAL PRICES EXCLUDING VAT				

See Attached technical requirement

#### Supply Requirements

Refer to the technical requirements attached.

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

##### Programming constraints

A delivery schedule should be provided and is subject to adjustment and agreement with the Materials Warehouse Manager.

##### Marking the *goods*

As per specification.

##### Constraints at the delivery place

##### No delivery constrains

##### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</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.

**The manufacturing, supply and delivery of Cable elect 230 V;2C; CU STL;6 MM2 for a period of 36 months on “an as when required” basis**

## **Invoicing and payment**

Dear Vendor

### **SENDING INVOICES ELECTRONICALLY**

In an endeavor to reduce the time it takes to pay suppliers; Eskom is enhancing its processes to move submission of invoices from manual to electronic submission via email.

**Invoices can be submitted using the email below.**

[Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

#### **Details on how to submit invoices and additional information:**

- ☐ Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- ☐ All Electronic invoices must be sent in PDF format only.
- ☐ Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- ☐ **Only one PDF file per email. (one invoice or debit note or credit note)**
- ☐ Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- ☐ **Please ensure that you comply with the tax Requirement for submitting invoices**

## **Procurement**

### **1. Supplier Development**

Five (5) local individuals that will be trained over a period of four (4) years.

### **C3.2 SUPPLIER'S GOODS INFORMATION**

Any addition information which the supplier wishes to provide can be inserted into this section.