

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis



NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **Manufacture and supply of various Line hardware
within the LimLanga Cluster for 5 years on an “as
and when” required basis**

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ENQUIRY No.

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PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

Eskom Holdings SOC Ltd, 90 Hans Van Rensburg Street, Polokwane, 0699

(Insert name and address of organisation)

Name & signature of witness

Date

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the Tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Contract Data and any addenda thereto listed in the Contract Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Contract documents and the receipt by the Tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

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

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

Name & signature of witness

.....

Date

.....

C1.2 SC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X3: Multiple Currencies</p> <p>X7: Delay damages</p> <p>X17: Low performance damages</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Employer</i> is (name):	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
	Name	Janine Kiet
	Tel No.	+27 11 709 3725
	Fax No.	
10.1	The <i>Project Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(13)	The <i>goods</i> are	Line hardware
11.2(13)	The <i>services</i> are	Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

¹ 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	Shortage of material Late issue of Task Orders	
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	One week (5 working days) weeks	
2	The Tenderer's main responsibilities		
3	Time		
30.1	The <i>starting date</i> is.	To be advised	
30.1	The <i>delivery date</i> of the goods and services is:	goods and services	delivery date
		1	As per Task Order
			As per Task Order
30.2	The <i>Tenderer</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Tenderer</i> is to submit a first programme for acceptance within	One week of the Contract Date.	
32.2	The <i>Tenderer</i> submits revised programmes at intervals no longer than	Two weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after Delivery	
43.2	The <i>defect correction period</i> is	5 working days	
42.2	The <i>defects access period</i> is	3 working days	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	3 weeks.	

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51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	As per the conditions of the NEC3 Supply Contract (April 2013).
7	Title	As per the conditions of the NEC3 Supply Contract (April 2013).
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Employer’s</i> risks	<ol style="list-style-type: none"> 1. Shortage of material from suppliers 2. Protests 3. Subcontracting work without notifying the client and using unaccredited subcontractors
84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1. Insurance against</p> <p>Cover / indemnity is</p>	<p>See notes about <i>Employer</i> provided insurance in Annexure B to this Contract Data</p> <p>Loss of or damage to the <i>goods</i>, plant and materials.</p> <p>Overseas shipment / transit insurance (only) to cover events at the <i>Tenderer’s</i> risk (if any) after the <i>goods</i> have left the <i>Tenderer’s</i> overseas premises. See notes in Annexure B</p> <p>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Employer’s</i> premises, the <i>Employer</i> also provides cover for physical loss of or damage to the <i>Employer’s</i> surrounding</p>

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		property including any temporary work required to complete the Delivery.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Tenderer</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Employer</i> is:	R5 million
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Tenderer</i>) caused by activity in connection with this contract for any one event is:	<p>whatever the <i>Tenderer</i> deems necessary in addition to that provided by the <i>Employer</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However if the <i>Tenderer</i> is exposed to damage to the <i>Employer's</i> property the cover limit amount is not less than</p> <p>whatever the <i>Tenderer</i> deems necessary</p> <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Tenderer</i> arising out of and in the course of their employment in connection with this contract for any one event is:	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).
88.1	The <i>Tenderer's</i> liability to the <i>Employer</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Tenderer's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p>(1) for the <i>Employer's</i> existing and surrounding property in the care, custody and control of the <i>Tenderer</i> the amount of the deductible (first amount payable) relevant to the event described in the “Format A” / “Format B” / “Format D insurance policy available on http://www.eskom.co.za/Contracts/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>and</p> <p>See notes in Annexure B</p>
88.3	The <i>Tenderer's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R5 million rands

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88.4	The <i>Tenderer's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R5 million rands
88.5	The <i>end of liability date</i> is	5 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).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The contract will be fixed and firm for 12 months and thereafter Contract Price Adjustment (CPA) will be used for second and third year of the contract anniversary using SEIFSA tables.
X2	Changes in the law	
X2.1	A change in the law	is a compensation event if it occurs after the Contract Date
X3	Multiple currencies	

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X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
X3.1	The <i>exchange rates</i> are those published inon (date)		
		The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Copper materials	R1000.00	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	amount	performance level	
		R 1000.00/ day	Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis	
Z	The <i>additional conditions of contract</i> are			
		Z1 to Z12 always apply for Eskom		

Z1 Cession delegation and assignment

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

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

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Z2 Joint ventures

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

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

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

Z4 Ethics

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

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

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Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 The *Tenderer* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Tenderer*, enters the public domain or to information which was already in the possession of the *Tenderer* at the time of disclosure (evidenced by written records in existence at that time). Should the *Tenderer* disclose information to Others in terms of clause 23.1, the *Tenderer* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Tenderer* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z5.3 In the event that the *Tenderer* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Tenderer*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Tenderer* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5 The *Tenderer* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

Z7.1 The *Tenderer* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Tenderer*:

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

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Z7.2 The *Tenderer*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Tenderer's* direction and control, likewise observe and comply with the foregoing.

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

Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Tenderer* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Tenderer* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z9 Notifying compensation events

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

Z10 Employer's limitation of liability

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

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

Z11 Termination

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

Z12 Addition to secondary Option X7 Delay damages

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

Z13 Ethics

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

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

- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier’s* obligation to Provide the Goods and Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier’s* obligation to Provide the Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier’s* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

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Annexure A: Supply Requirements

The Supply Requirements for this contract;

As per attached scope of work.

Annexure B: Insurance provided by the *Employer*

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

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

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

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

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

Tenderer’s liability for damage to the Employer’s property

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

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

All other insurance

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

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

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

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

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

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

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

C1.2 Contract Data

Part two - Data provided by the *Tenderer*

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

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

C1.3 Forms of Securities N/A

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

For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

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

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

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

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

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.

Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Tenderer</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>Tenderer</i> has completed by the rate, plus other amounts to be paid to the <i>Tenderer</i>, less amounts to be paid by or retained from the <i>Tenderer</i>.

Any tax which the law requires the *Employer* to pay to the *Tenderer* 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 *Tenderer* Provides the Goods and Services in accordance with the Goods Information”. Hence the *Tenderer* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

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

It will be assumed that the Contracting tenderer has

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

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an “as and when” required basis

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

Format of the *price schedule*

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

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

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

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

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

C2.2 the price schedule

PR1075085213

line	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
10	164615	WIRE,BARBED GALV 12SWG 12.5kg D3170	3000			D-DT-3170
20	219961	WIRE,BARBED GALV 12SWG 5m (EA) D3170	550			D-DT-3170
30	165579	JOINT,M/SPAN FOX/35 I/C D3073	7000			D-DT-3073
50	165663	JOINT,M/SPAN SQUIRREL/ACACIA I/C D3073	200			D-DT-3073
60	165793	JOINT,M/SPAN MAGPIE I/C D3073	200			D-DT-3073
70	165848	JOINT,M/SPAN HARE/OAK I/C D3073	4000			D-DT-3073
80	165767	JOINT,MSPN SET 1x35 B/N ABC D3089	700			D-DT-3089
90	165720	JOINT,MSPN SET 3x35 B/N ABC D3089	600			D-DT-3089
100	165721	JOINT,MSPN SET 3x70 B/N ABC D3089	12000			D-DT-3089
110	180019	LUG,BI-MET 9.0-15.0 M12 0 DEG I/C D3166	100000			D-DT-3166
120	180021	LUG,BI-MET 9.0-15.0 M16 0 DEG I/C D3166	100			D-DT-3166
130	165580	JOINT:FULL TEN AUTO;STL;HARE/OAK	200			D-DT-3228
160	186845	JOINT:FULL TEN AUTO;DIA 5.82- 8.64 MM	1800			D-DT-3228
170	186846	JOINT:FULL TEN AUTO;STL;MINK/PINE	1800			D-DT-3228
180	165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001	300			D-DT-7001
190	206118	JOINT,BALL PORTABLE EARTH 20ka G/S D6081	725			D-DT-6081
200	164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111	1000			D-DT-3111
210	402557	SPACER:ES-A;COND 2 X 26.5 MM;150 MM CRS	1800			D-DT-6087
260	214100	JOINT,NON-TEN CHIC AL-OAK/HAR ALI/CD3098	3500			D-DT-3098
280	179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098	35000			D-DT-3098
290	179944	JOINT,NON-TEN AL 9.0-15.0D I/C D3098	45000			D-DT-3098
350	165770	JOINT,M/SPAN COMP KINGBIRD 23.87 D7001	250			D-DT-7001
360	401590	JOINT,M/SPAN COMP BEAR 23.45 D7001	300			D-DT-7001
370	401816	JOINT,M/SPAN COMP WOLF 18.13 D7001	1000			D-DT-7001

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

430	165579	JOINT,M/SPAN FOX/35 I/C D3073	7000			D-DT-3073
450	402559	SPACER:ES-B;COND 2 X 38.3 MM;150 MM CRS	1300			D-DT-6087
590	206362	SPACER:ESC-B;COND 2 X 38.3 MM;150 MM CRS	270			D-DT-6087
600	163530	PIPE NON MTLC:20 MM;HDPE;LG 2.5 M;2.5 MM	1500			D-DT-3127
610	241943	PIPE,NON MTLC:25 MM;HDPE;LG 2.9 M	300			D-DT-3127
620	163525	PIPE,NON MTLC:61.8 MM;LDPE;LG 1 M	1300			D-DT-3127
630	197852	PIPE,NON MTLC:10 MM;LDPE;THK 1.6 MM	2400			D-DT-3127
640	197853	PIPE,NON MTLC:16 MM;LDPE;THK 2 MM	4000			D-DT-3127
650	242420	PIPE,NON MTLC:32 MM;LDPE;THK 2 MM	600			D-DT-3127
660	165770	JOINT,M/SPAN COMP KINGBIRD 23.87 D7001	300			D-DT-7001
670	165846	JOINT,M/SPAN COMP ST 19/2.65 13.55 D7001	350			D-DT-7001
680	165845	JOINT,M/SPAN COMP ST 7/3.35 10.23 D7001	100			D-DT-7001
690	164263	SADDLE,CABLE NYLON 12 ID BI-PIN D3111	1800			D-DT-3111
700	180018	LUG,BI-MET 6.3-9.0D M12 0 DEG I/C D3166	100000			D-DT-3166

PR 1075159010

line	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
10	163400	SHACKLE:D;13 MM;70 KNM;18 MM;70 MM	170,000			D-DT-3010
20	163406	SHACKLE:STRAIGHT BOLT;13 MM;120 KN	35,000			D-DT-7017
30	163791	BOLT ASSY:PIGTAIL;10 MM;LG 280 MM;HEX;3	9,000			D-DT-3003
40	163767	BOLT ASSY:PIGTAIL;M16;LG 380 MM;HEX;300	103,000			D-DT-3003
50	163768	BOLT EYE:20 MM;70 KNM;250 MM;240 MM;STL	150,000			D-DT-3005
60	163803	COACH SCREW,GALV 75x12 HEX HD D3090	10,000			D-DT-3090
70	163908	NUT,EYE 40kN FOR M16X2,0-6H BOLT D3004	50,000			D-DT-3004
80	163909	NUT,EYE 70kN FOR M20X2,5-6H BOLT D3004	65,000			D-DT-3004
90	163938	STAPLE,GALVANISED WIRE 40LG X 4 W D3129	10,000			D-DT-3129

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

100	164282	BRACKET ANGL:L BRACKET	23,000		D-DT-3086
110	164283	BRACKET ANGL:L FOR STL CROSSARM	5,000		D-DT-3086
120	164312	CLIP:BONDING;WD 40 X LG 50 X THK 2 MM	90,000		D-DT-3033
130	164307	BRACKET:STRUT SWIVEL WOOD POLE	6,000		D-DT-3150
140	164300	TURNBUCKLE:OVAL EYE TOUGNE;370 - 540 MM	60,000		D-DT-7007
150	163782	STUD,ALL THD:LG 250 MM;M16-2.0-6G;STL	5,000		D-DT-3015
160	163399	THIMBLE,ROPE:OPEN PATTERN;250 MPA	85,000		D-DT-3026
170	165097	BRACKET ANGL:40 MM;505 MM;185 MM	9,000		D-DT-3182
180	165559	CLAMP:EARTH ROD DIA 16 MM, COND 70 MM	60,000		D-DT-3093
190	164197	STRAPPING,ALMN 7.6x1.30 D3130	5,000		D-DT-3130
200	168689	ASSY:INTERMEDIATE T 90 X 65 X 8 2000 LG	80,000		D-DT-3001
210	168553	STRAP,TIE ST GALV 910x50x6 D3031	50,000		D-DT-3031
220	168669	EARTH ROD Cu 1500x16D THREADLESS D3091	45,000		D-DT-3091
230	168509	SPINDLE SHORT M20x50 REGULAR SHANK D3050	85,000		D-DT-3050
240	168525	BRACKET:STRUT	6,000		D-DT-3150
250	168552	BRACKET:POLE TOP	6,000		D-DT-3046
260	167508	CLEVIS:BALL, 16L;16 MM;LG 80 MM;M16;18	12,000		D-DT-6059
270	168775	STRAP,TIE ST GALV 701x50x6 D3031	3,000		D-DT-3031
280	172393	PLATE MTL:WD 25 X LG 150 X THK 0.09 MM	100,000		D-DT-3049
290	179808	T-OFF,MAIN+TAP 6.3-9.0 ACA/SQUIR D3153	20,000		D-DT-3153
300	179809	T-OFF,MAIN 9.0-15.0 TAP 6.3-9.0 D3153	40,000		D-DT-3153
310	175985	T-OFF,MAIN 9.0-15.0 TAP 9.0-15.0 D3153	45,000		D-DT-3153
320	219854	SPINDLE:SHORT M20 X 50 MM RATCHET;20 MM	50,000		D-DT-3050
330	216387	SPINDLE:LONG M20 X 300 MM RATCHET;20 MM	300,000		D-DT-3050
340	402551	CLAMP,THIMBLE CLEV A-ALLOY 40KN D3007	90,000		D-DT-3007

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

350	400900	BUCKLE:STRAP, CLIP HEAVY DUTY;SS	500,000			D-DT-3110
360	401310	CLAMP STRN:3B AL;70 KN;15-6 MM	60,000			D-DT-7022
370	401307	CLAMP STRN:3B ST/WIRE;70 KN;16-5 MM	40,000			D-DT-7022
380	402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008	52,000			D-DT-3008
390	168534	CLAMP SPNSN:8 MM, STL 3.66 TO 18 MM FOX	35,000			D-DT-3008

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line	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
210	174755	GRIP,STRAIN O/H 35-50SQ B/NTRL ABC	1,000			D-DT-3059
210	168575	CLAMP,STR WEDGE 35-50SQ B/NTRL ABC D3060	1,000			D-DT-3060
220	198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060	60,000			D-DT-3060
230	198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060	15,000			D-DT-3060
170	402519	ARMOR ROD,HELICALLY FORMED FOX/35 D3064	5,000			D-DT-3064
180	402493	ARMOR ROD,HELICALLY FORMED HAR/OAK D3064	8,000			D-DT-3064
190	402525	ARMOR ROD,HELICALLY FORMED MNK/PIN D3064	8,000			D-DT-3064
10	402511	DEAD-END:AL ALLOY	20,000			D-DT-3065
20	402521	DEAD-END:AL ALLOY	25,000			D-DT-3066
30	402527	DEAD-END:AL ALLOY	30,000			D-DT-3067
50	402509	DEAD-END:GUYGRIP;GS HOT DIP GREEN	45,000			D-DT-3069
70	168541	GUYGRIP,D/END ST COND 3/3.35 D3069	25,000			D-DT-3069
80	210442	TIE,SIDE GRVE B/CHICADEE INLAND D3080	25,000			D-DT-3080
90	168519	TIE,SIDE GRVE B/HARE INLAND D3080	15,000			D-DT-3080
100	402657	TIE,SIDE GRVE B/MINK INLAND D3080	30,000			D-DT-3080
110	402517	TIE,TOP GRVE B/FOX INLAND D3081	12,000			D-DT-3081
120	402577	TIE,TOP GRVE B/HARE INLAND D3081	10,000			D-DT-3081
130	402575	TIE,TOP GRVE B/MINK INLAND D3081	10,000			D-DT-3081
200	168754	ARMOUR-GRIP SUSP UNIT CHICAD 18.87 D7033	2,000			D-DT-7033

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

140	168181	ROD ARMR:17.87-18.8 MM;5.38 MM;1.83 M	5,000			D-DT-7034
150	168765	ROD ARMR:18.81-19.86 MM;5.38 MM;1.83 M	4,000			D-DT-7034
160	168763	ROD ARMR:23.61-24.79 MM;6.4 MM;2.24 M	3,000			D-DT-7034
40	402537	DEAD-END:GUYGRIP;13.21 MM	15,000			D-DT-7035
60	185949	GUY GRIP,DBL WRAP MAKE OFF 7/4.00 D7047	30,000			D-DT-7047

PR1075162296

LINE	SAP	Short Text	QTY	Unit Price	Total Price	Drawing Number
30	180021	CONN LUG:BI METAL;16 MM;FLAT BLADE	8,000			D-DT-3166
180	168367	GLAND CBL:ADJUSTABLE;NO 1;BRS CD PLTD	12,000			D-DT-3070
190	168279	GLAND,CABLE:ADJUSTABLE;NO 2;BRS NI PLTD	7,000			D-DT-3070
200	168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD	7,000			D-DT-3070
210	403461	GLAND CBL:ADJUSTABLE;NO 4;SUPPLIED	1,500			D-DT-3070
220	175859	GLAND CBL:ADJUSTABLE;NO 5;SUPPLIED	1,500			D-DT-3070
230	168368	GLAND CBL:ADJUSTABLE;NO 6;SUPPLIED	700			D-DT-3070
250	136924	GLAND CBL:COMPRESSION A2;NO 4	380			D-DT-3070
110	168474	CAP:PUSH ON END;DIA 18 X LG 30 MM;RUBBER	20,000			D-DT-3079
70	404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102	5,000			D-DT-3102
270	227893	LUG,CRIMP CU 4.0SQxM6 F/H D3102	500			D-DT-3102
280	404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102	7,000			D-DT-3102
300	175877	LUG,CRIMP CU 500.0SQxM16 F/H D3102	200			D-DT-3102
310	175876	LUG,CRIMP CU 240.0SQxM12 F/H D3102	200			D-DT-3102
320	175874	LUG,CRIMP CU 185.0SQxM12 F/H D3102	200			D-DT-3102
240	164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111	1,400			D-DT-3111
330	168958	CABLE END 4-25mm SQ D3148	4,300			D-DT-3148
340	168956	CABLE END 35-70mm SQ D3148	800			D-DT-3148
360	180019	CONN LUG:BI METAL;M12;FLAT BLADE	4500			D-DT-3166
50	172375	DISC:BLUE PHASE	600			D-DT-6114
120	172376	DISC:RED PHASE;CHROMAPREP (Z275) OR	200			D-DT-6114

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR1075159250

LINE	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
10	175797	JOINT KIT 2-4C 600/1000V 16-25SQ D8014	150			D-DT-3147
20	175798	JOINT KIT 2-4C 600/1000V 35-50SQ D8014	150			D-DT-3147
30	175799	JOINT KIT 2-4C 600/1000V 70-95SQ D8014	300			D-DT-8006
40	182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE	15			D-DT-8006
50	168336	KIT CABLE JOINT:3C;11 KV;25-70 MM2;XLPE	150			D-DT-8006
60	179925	KIT CABLE JOINT:3C;11 KV;50-95 MM2;TRANS	80			D-DT-8006
70	175805	KIT CABLE JOINT:3C;22 KV;25-70 MM2;XLPE	150			D-DT-8006
80	180200	KIT CABLE JOINT:3C;22 KV;50-120 MM2;XLPE	150			D-DT-8006
90	168702	KIT TERM:11 KV;INDOOR TAPE TERMINATION	15			D-DT-8006
100	182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE	50			D-DT-8006
110	175642	KIT TERM:3C;11 KV; ID;50-120 MM2;XLPE	80			D-DT-8006
120	175644	KIT TERM:3C;11 KV; ID;50-120;6.35/11 KV	30			D-DT-8006
130	169094	KIT TERM:3C;22 KV;25-70 MM2;12.7/22 KV	30			D-DT-8006
140	175648	KIT TERM:3C;22 KV;95-185 MM2;12.7/22 KV	150			D-DT-8006
150	175643	KIT TERM:3C;OOOUTDOOR;50-120 MM2;11 KV;OD	150			D-DT-8008
160	175645	KIT TERM:3C;INDOOR;95-185 MM2;11 KV;ID	15			D-DT-8008
170	175646	KIT TERM:3C;OUTDOOR;95-185 MM2;11 KV;OD	150			D-DT-8008
180	169133	KIT TERM:3;INSULATED CABLE;16-35 MM2	80			D-DT-8008
190	168789	KIT TERM:3;INSULATED CABLE;50-95 MM2	50			D-DT-8014
200	168481	KIT TERM:4;LV CABLE;120-150 MM2;1 KV	20			D-DT-8014
210	168325	KIT TERM:4;LV CABLE;70-95 MM2;1 KV	250			D-DT-8014

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LINE	SAP	SHORT TEXT	QTY	Unit Price	Total Price	DT Drawing
10	163864	ROD THRDD:20 MM;M20-2.5-6G;LG 250 MM	10,000			D-DT-3015
20	163869	ROD THRDD:M12-1.75-6G;LG 350 MM	10,000			D-DT-3015
30	163783	ROD THRDD:M16-2-6G;LG 350 MM;GS HOT DIP	10,000			D-DT-3015
40	163862	ROD THRDD:M20-2.5-6G;LG 450 MM	40,000			D-DT-3015
50	163865	ROD THRDD:M20-2.5-6G;LG 600 MM	10,000			D-DT-3015
60	182711	ROD THRDD:M20-2.5-6G;LG 750 MM	10,000			D-DT-3015
70	163790	ROD,THD:M20-2.5-6G;LG 350 MM D3015	50,000			D-DT-3015

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

80	163419	PLATE,STAY 340x375x6 80x26 SLT D3172	12,000		D-DT-3172
90	163420	PLATE,STAY 600x600x6 80x26 SLT D3172	5,000		D-DT-3172
100	163417	PLATE,STAY M12 300x300x6 55x14 SLT D3172	12,000		D-DT-3172
110	163384	ROD ANCHR:ADJUST; 133KN;24 MM;LG 2400 MM	8,000		D-DT-7023
120	163396	ROD ANCHR:NON ADJUST 34KN;M12;LG 1500 MM	9,000		D-DT-7023
130	163402	ROD ANCHR:NON ADJUST 97KN;M20;LG 2000 MM	12,000		D-DT-7023

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

Collection and Transportation will be undertaken by Eskom Rotek Industries (ERI) for Eskom's account.

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PART 3: SCOPE OF WORK

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

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

C3.1: EMPLOYER'S GOODS INFORMATION

Overview and purpose of the goods and services

Manufacture and supply of various Line hardware within the LimLanga Cluster for 5 years on an "as and when" required basis and is as a result of the following:

- The demand is mainly driven by various new electrification projects initiated by Eskom to cater for maintenance of powerlines.

Specification and description of the goods

The specification was compiled by Boreman Risiva.

Malusi Mathonsi; Decky Shabangu and Jabu Mahlangu the Technologist Engineering and Snr Engineer Prof Electric SI team and it is as per DT drawing and will be stated in the enquiry as follows:

Manufacture and supply of various Line hardware within the LimLanga Cluster for the items mentioned below

SAP	SHORTTEXT
164615	WIRE,BARBED GALV 12SWG 12.5kg D3170
219961	WIRE,BARBED GALV 12SWG 5m (EA) D3170
165579	JOINT,M/SPAN FOX/35 I/C D3073
165663	JOINT,M/SPAN SQUIRREL/ACACIA I/C D3073
165793	JOINT,M/SPAN MAGPIE I/C D3073
165848	JOINT,M/SPAN HARE/OAK I/C D3073
165767	JOINT,MSPN SET 1x35 B/N ABC D3089
165720	JOINT,MSPN SET 3x35 B/N ABC D3089
165721	JOINT,MSPN SET 3x70 B/N ABC D3089
165580	JOINT:FULL TEN AUTO;STL;HARE/OAK
180039	LUG,AL 6.3- 9.0DIA 1B M12 ODEG I/C D3074
180040	LUG,AL 9.0-15.0DIA 1B M12 ODEG I/C D3074
186845	JOINT:FULL TEN AUTO;DIA 5.82- 8.64 MM
186846	JOINT:FULL TEN AUTO;STL;MINK/PINE
165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001
206118	JOINT,BALL PORTABLE EARTH 20kA G/S D6081
164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111
402557	SPACER:ES-A;COND 2 X 26.5 MM;150 MM CRS
402557	SPACER:ES-A;COND 2 X 26.5 MM;150 MM CRS
214100	JOINT,NON-TEN CHIC AL-OAK/HAR ALI/CD3098
179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098
179944	JOINT,NON-TEN AL 9.0-15.0D I/C D3098
165770	JOINT,M/SPAN COMP KINGBIRD 23.87 D7001

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

401590	JOINT,M/SPAN COMP BEAR 23.45 D7001
401816	JOINT,M/SPAN COMP WOLF 18.13 D7001

163400	SHACKLE:D;13 MM;70 KNM;18 MM;70 MM
163406	SHACKLE:STRAIGHT BOLT;13 MM;120 KN
163791	BOLT ASSY:PIGTAIL;10 MM;LG 280 MM;HEX;3
163767	BOLT ASSY:PIGTAIL;M16;LG 380 MM;HEX;300
163768	BOLT EYE:20 MM;70 KNM;250 MM;240 MM;STL
163803	COACH SCREW,GALV 75x12 HEX HD D3090
163908	NUT,EYE 40kN FOR M16X2,0-6H BOLT D3004
163909	NUT,EYE 70kN FOR M20X2,5-6H BOLT D3004
163938	STAPLE,GALVANISED WIRE 40LG X 4 W D3129
164282	BRACKET ANGL:L BRACKET
164283	BRACKET ANGL:L FOR STL CROSSARM
164312	CLIP:BONDING;WD 40 X LG 50 X THK 2 MM
164307	BRACKET:STRUT SWIVEL WOOD POLE
164300	TURNBUCKLE:OVAL EYE TOUGNE;370 - 540 MM
163782	STUD,ALL THD:LG 250 MM;M16-2.0-6G;STL
163399	THIMBLE,ROPE:OPEN PATTERN;250 MPA
165097	BRACKET ANGL:40 MM;505 MM;185 MM
165559	CLAMP:EARTH ROD DIA 16 MM, COND 70 MM
164197	STRAPPING,ALMN 7.6x1.30 D3130
168689	ASSY:INTERMEDIATE T 90 X 65 X 8 2000 LG
168553	STRAP,TIE ST GALV 910x50x6 D3031
168669	EARTH ROD Cu 1500x16D THREADLESS D3091
168509	SPINDLE SHORT M20x50 REGULAR SHANK D3050
168525	BRACKET:STRUT
168552	BRACKET:POLE TOP
167508	CLEVIS:BALL, 16L;16 MM;LG 80 MM;M16;18
168775	STRAP,TIE ST GALV 701x50x6 D3031
172393	PLATE MTL:WD 25 X LG 150 X THK 0.09 MM
179808	T-OFF,MAIN+TAP 6.3-9.0 ACA/SQUIR D3153
179809	T-OFF,MAIN 9.0-15.0 TAP 6.3-9.0 D3153
175985	T-OFF,MAIN 9.0-15.0 TAP 9.0-15.0 D3153
219854	SPINDLE:SHORT M20 X 50 MM RATCHET;20 MM
216387	SPINDLE:LONG M20 X 300 MM RATCHET;20 MM
402551	CLAMP,THIMBLE CLEV A-ALLOY 40KN D3007
400900	BUCKLE:STRAP, CLIP HEAVY DUTY;SS
401310	CLAMP STRN:3B AL;70 KN;15-6 MM
401307	CLAMP STRN:3B ST/WIRE;70 KN;16-5 MM
402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008
168534	CLAMP SPNSN:8 MM, STL 3.66 TO 18 MM FOX

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

SAP	SHORT TEXT
402511	DEAD-END:AL ALLOY
402521	DEAD-END:AL ALLOY
402527	DEAD-END:AL ALLOY
402537	DEAD-END:GUYGRIP;13.21 MM
402509	DEAD-END:GUYGRIP;GS HOT DIP GREEN
185949	GUY GRIP,DBL WRAP MAKE OFF 7/4.00 D7047
168541	GUYGRIP,D/END ST COND 3/3.35 D3069
210442	TIE,SIDE GRVE B/CHICADEE INLAND D3080
168519	TIE,SIDE GRVE B/HARE INLAND D3080
402657	TIE,SIDE GRVE B/MINK INLAND D3080
402517	TIE, TOP GRVE B/FOX INLAND D3081
402577	TIE, TOP GRVE B/HARE INLAND D3081
402575	TIE, TOP GRVE B/MINK INLAND D3081
168181	ROD ARMOR:17.87-18.8 MM;5.38 MM;1.83 M
168765	ROD ARMOR:18.81-19.86 MM;5.38 MM;1.83 M
168763	ROD ARMOR:23.61-24.79 MM;6.4 MM;2.24 M
402519	ARMOR ROD,HELICALLY FORMED FOX/35 D3064
402493	ARMOR ROD,HELICALLY FORMED HAR/OAK D3064
402525	ARMOR ROD,HELICALLY FORMED MNK/PIN D3064
168754	ARMOUR-GRIP SUSP UNIT CHICAD 18.87 D7033
174755	GRIP,STRAIN O/H 35-50SQ B/NTRL ABC
198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060
198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060

172375	DISC:BLUE PHASE
404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102
168474	CAP:PUSH ON END;DIA 18 X LG 30 MM;RUBBER
168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD
403461	GLAND CBL:ADJUSTABLE;NO 4;SUPPLIED
227893	LUG,CRIMP CU 4.0SQxM6 F/H D3102
404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102
175877	LUG,CRIMP CU 500.0SQxM16 F/H D3102
175876	LUG,CRIMP CU 240.0SQxM12 F/H D3102
175874	LUG,CRIMP CU 185.0SQxM12 F/H D3102
168958	CABLE END 4-25mm SQ D3148
168956	CABLE END 35-70mm SQ D3148
180019	CONN LUG:BI METAL;M12;FLAT BLADE

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

SAP	SHORT TEXT
175797	JOINT KIT 2-4C 600/1000V 16-25SQ D8014
175798	JOINT KIT 2-4C 600/1000V 35-50SQ D8014
175799	JOINT KIT 2-4C 600/1000V 70-95SQ D8014
182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE
168336	KIT CABLE JOINT:3C;11 KV;25-70 MM2;XLPE
179925	KIT CABLE JOINT:3C;11 KV;50-95 MM2;TRANS
175805	KIT CABLE JOINT:3C;22 KV;25-70 MM2;XLPE
180200	KIT CABLE JOINT:3C;22 KV;50-120 MM2;XLPE
168702	KIT TERM:11 KV;INDOOR TAPE TERMINATION
182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE
175642	KIT TERM:3C;11 KV; ID;50-120 MM2;XLPE
175644	KIT TERM:3C;11 KV; ID;50-120;6.35/11 KV
169094	KIT TERM:3C;22 KV;25-70 MM2;12.7/22 KV
175648	KIT TERM:3C;22 KV;95-185 MM2;12.7/22 KV
175643	KIT TERM:3C;OOUTDOOR;50-120 MM2;11 KV;OD
175645	KIT TERM:3C;INDOOR;95-185 MM2;11 KV;ID
175646	KIT TERM:3C;OUTDOOR;95-185 MM2;11 KV;OD
169133	KIT TERM:3;INSULATED CABLE;16-35 MM2
168789	KIT TERM:3;INSULATED CABLE;50-95 MM2
168481	KIT TERM:4;LV CABLE;120-150 MM2;1 KV
168325	KIT TERM:4;LV CABLE;70-95 MM2;1 KV

SAP	SHORT TEXT
163419	PLATE,STAY 340x375x6 80x26 SLT D3172
163420	PLATE,STAY 600x600x6 80x26 SLT D3172
163417	PLATE,STAY M12 300x300x6 55x14 SLT D3172
163384	ROD ANCHR:ADJUST; 133KN;24 MM;LG 2400 MM
163396	ROD ANCHR:NON ADJUST 34KN;M12;LG 1500 MM
163402	ROD ANCHR:NON ADJUST 97KN;M20;LG 2000 MM
163864	ROD THRDD:20 MM;M20-2.5-6G;LG 250 MM
163869	ROD THRDD:M12-1.75-6G;LG 350 MM
163783	ROD THRDD:M16-2-6G;LG 350 MM;GS HOT DIP
163862	ROD THRDD:M20-2.5-6G;LG 450 MM
163865	ROD THRDD:M20-2.5-6G;LG 600 MM
182711	ROD THRDD:M20-2.5-6G;LG 750 MM
163790	ROD,THD:M20-2.5-6G;LG 350 MM D3015

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

Employer’s design

Not applicable

Procedure for submission and acceptance of Tenderer’s design

Not applicable

Other requirements of the Tenderer’s design

Not applicable

Use of Tenderer’s design

Not applicable

Manufacture & fabrication

Electrical cables and Telecoms at 90% threshold.

SDL & I Objective Criteria

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom’s targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Job Opportunities

Tenderers to indicate number of jobs to be created and/or retained from this contract

Jobs to be created	Jobs to be retained

Communities based local to site (villages around site) should be prioritized for employment.

Skills Development

Tenderers are required to propose against the following training initiatives:

Candidates for skills development will be unemployed graduates from FET colleges and matriculants within the areas of supply.

Factory acceptance testing (FAT)

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

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

Other tests and inspections and commissioning in place of use

Not applicable

Operating manuals and maintenance schedules

Not applicable

Supply Requirements

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

Specification of the *services* to be provided

As per scope of works.

Constraints on how the *Tenderer* Provides the Goods

Programming constraints

Work to be done by the Delivery Date

As per Task Order

Marking the *goods*

Not applicable

Constraints at the delivery place and place of use

None

Cooperating with Others

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

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

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

Will be indicated per Task Order

Management meetings

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

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

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

Documentation control

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

Health and safety risk management

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

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

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

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

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

Environmental constraints and management

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

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

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

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

Quality

Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	
Waste Management Procedure	Latest	
Recommended Herbicides	Latest	
Herbicides Management	Latest	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	Lateas	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	Latest	
<ul style="list-style-type: none"> • Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e coastal and inland) are available the coastal option will be applicable in Eskom’s Limpopo Operating Region (Refer to Engineering Instruction EI-039-MVL). 	Latest	

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

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

SHE Specifications

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

	Annexure C 1: SHE Tender Returnables – Manufacture and Supply of Line Hardware Contract	Template Identifier	240-43921898	Rev	5
		Document Identifier	240-77471651	Rev	3
		Effective Date	May 2021		

The following Minimum OHS -related requirements that bidders have to address and respond to when submitting their tender returnable are as follows:

Ref.	Eskom Health and Safety Requirements Checklist	Proof Required	
		Yes	No
Section A: OHS Legal Requirements to be met by Contractors at Tender Stage before contract award (Application of Responsive and Non-Responsive Criteria)			
1.	1.1 Provide Baseline Risk Assessment (BRA), relevant to the scope of work which must address. 1.1.1 Identification of SHE hazards, i.e. assessment of SHE risks related to the scope of work also inclusive of COVID 19 related risks The below criteria should be applied <ul style="list-style-type: none"> • Consequence rating • Likelihood rating • Risk rating, • Mitigation measures, review and monitoring plan 1.2 Provide the BRA Procedure with the methodology used for the risk assessment must be submitted.	✓	
2.	Valid Letter of Good Standing or equivalent, i.e. COID, FEMA or RMA. Your COID must depict the correct/ relevant nature of business, e.g., Installation, etc. (Copy shall be certified no later than 3 months at the time of tender closing).	✓	
3.	SHE policy signed by CEO/ MD not SHE Officer – Should have the next review date, Comply with OHS Act Section 7 and COVID-19 Requirements or ISO 45001 compliant.	✓	
4.	Provide the following SHE Competency training certificates. (All certificates should be certified and should not be certified older than three months at the time of tender closing). 4.1 First aiders level 2 and service provider SETA Accreditation Certificate. 4.2 Fire Fighting Training 4.3 HIRA Training (SHE Officer or Company Supervisor)	✓	

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

	Annexure C 1: SHE Tender Returnables – Manufacture and Supply of Line Hardware Contract	Template Identifier	240-43921898	Rev	5
		Document Identifier	240-77471651	Rev	3
		Effective Date	May 2021		

Ref.	Eskom Health and Safety Requirements Checklist	Proof Required	
		Yes	No
5.	Provide Company Organogram and Valid employees medical certificates of fitness	✓	
6.	Provide Valid Driver License/s and Copy shall be certified no later than 3 months at the time of tender closing). Also submit your Company Vehicle Driver Safety ManagementProcedure.	✓	
Section B:- OHS Eskom Tender Requirements to be met by Contractors (Non Disqualifying Criteria)			
7.	Is the acknowledgement of Eskom's SHE rules, and requirements form (Annexure B) signed and submitted by the tenderer?	✓	
8.	Provide PPE Procedure outlining all required PPE criteria for issue, use, storage, maintenance and limitations for the scope of work,	✓	
9.	Please indicate how would you manage substance abuse in the following twoforms: - Provide substance abuse management procedure and policy.	✓	

Scoring Criteria:

0 = Document not submitted OR submitted but does not satisfy the minimum requirements

1 = Document submitted and the content satisfy the minimum SHE requirements

Comments: first evaluation Comments second evaluation (Within 07 working days)	1st evaluation Completed/ outstanding (tick)	2nd evaluation (after 07 days) Complete/ outstanding	Responsive / None Responsive
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Invoicing and payment

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

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

- Name and address of the *Tenderer* and the *Supply Manager*;
- The contract number and title;
- Tenderer's* VAT registration number;
- The *Employer's* VAT registration number.

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Insurance provided by the *Employer*

As per the Contract Data

Contract change management

Compensation events Process will be followed.

Provision of bonds and guarantees

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

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

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

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

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

Procurement

Subcontracting

Preferred subcontractors

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

Limitations on subcontracting

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

Spares and consumables

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

Other requirements related to procurement

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

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

Cataloguing requirements by the *Tenderer*

Cataloguing is not applicable.

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
Drawings will be available on request		

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

C3.2 TENDERER'S GOODS INFORMATION

line	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
10	164615	WIRE,BARBED GALV 12SWG 12.5kg D3170	3,000			D-DT-3170
20	219961	WIRE,BARBED GALV 12SWG 5m (EA) D3170	550			D-DT-3170
30	165579	JOINT,M/SPAN FOX/35 I/C D3073	7,000			D-DT-3073
50	165663	JOINT,M/SPAN SQUIRREL/ACACIA I/C D3073	200			D-DT-3073
60	165793	JOINT,M/SPAN MAGPIE I/C D3073	200			D-DT-3073
70	165848	JOINT,M/SPAN HARE/OAK I/C D3073	4,000			D-DT-3073
80	165767	JOINT,MSPN SET 1x35 B/N ABC D3089	700			D-DT-3089
90	165720	JOINT,MSPN SET 3x35 B/N ABC D3089	600			D-DT-3089
100	165721	JOINT,MSPN SET 3x70 B/N ABC D3089	12,000			D-DT-3089
130	165580	JOINT:FULL TEN AUTO;STL;HARE/OAK	200			D-DT-3228
160	186845	JOINT:FULL TEN AUTO;DIA 5.82- 8.64 MM	1,800			D-DT-3228
170	186846	JOINT:FULL TEN AUTO;STL;MINK/PINE	1,800			D-DT-3228
180	165768	JOINT,M/SPAN COMP CHICADEE 18.87 D7001	300			D-DT-7001
190	206118	JOINT,BALL PORTABLE EARTH 20ka G/S D6081	725			D-DT-6081
200	164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111	1,000			D-DT-3111
220	402557	SPACER:ES-A;COND 2 X 26.5 MM;150 MM CRS	1,800			D-DT-6087
260	214100	JOINT,NON-TEN CHIC AL-OAK/HAR ALI/CD3098	3,500			D-DT-3098
280	179943	JOINT,NON-TEN AL 6.3-9.0 D I/C D3098	35,000			D-DT-3098
290	179944	JOINT,NON-TEN AL 9.0-15.0D I/C D3098	45,000			D-DT-3098
350	165770	JOINT,M/SPAN COMP KINGBIRD 23.87 D7001	250			D-DT-7001
360	401590	JOINT,M/SPAN COMP BEAR 23.45 D7001	300			D-DT-7001
370	401816	JOINT,M/SPAN COMP WOLF 18.13 D7001	1,000			D-DT-7001
430	165579	JOINT,M/SPAN FOX/35 I/C D3073	7,000			D-DT-3073
450	402559	SPACER:ES-B;COND 2 X 38.3 MM;150 MM CRS	1,300			D-DT-6087
590	206362	SPACER:ESC-B;COND 2 X 38.3 MM;150 MM CRS	270			D-DT-6087
600	163530	PIPE NON MTLC:20 MM;HDPE;LG 2.5 M;2.5 MM	1,500			D-DT-3127
610	241943	PIPE,NON MTLC:25 MM;HDPE;LG 2.9 M	300			D-DT-3127
620	163525	PIPE,NON MTLC:61.8 MM;LDPE;LG 1 M	1,300			D-DT-3127
630	197852	PIPE,NON MTLC:10 MM;LDPE;THK 1.6 MM	2,400			D-DT-3127
700	180018	LUG,BI-MET 6.3-9.0D M12 0 DEG I/C D3166	40.00			D-DT-3166

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR:1075159010

line	SAP	Short Text	QTY	Unit Price	TOTAL Price	Drawing
10	163400	SHACKLE:D;13 MM;70 KNM;18 MM;70 MM	170,000			D-DT-3010
20	163406	SHACKLE:STRAIGHT BOLT;13 MM;120 KN	35,000			D-DT-7017
30	163791	BOLT ASSY:PIGTAIL;10 MM;LG 280 MM;HEX;3	9,000			D-DT-3003
40	163767	BOLT ASSY:PIGTAIL;M16;LG 380 MM;HEX;300	103,000			D-DT-3003
50	163768	BOLT EYE:20 MM;70 KNM;250 MM;240 MM;STL	150,000			D-DT-3005
60	163803	COACH SCREW,GALV 75x12 HEX HD D3090	10,000			D-DT-3090
70	163908	NUT,EYE 40kN FOR M16X2,0-6H BOLT D3004	50,000			D-DT-3004
80	163909	NUT,EYE 70kN FOR M20X2,5-6H BOLT D3004	65,000			D-DT-3004
90	163938	STAPLE,GALVANISED WIRE 40LG X 4 W D3129	10,000			D-DT-3129
100	164282	BRACKET ANGL:L BRACKET	23,000			D-DT-3086
110	164283	BRACKET ANGL:L FOR STL CROSSARM	5,000			D-DT-3086
120	164312	CLIP:BONDING;WD 40 X LG 50 X THK 2 MM	90,000			D-DT-3033
130	164307	BRACKET:STRUT SWIVEL WOOD POLE	6,000			D-DT-3150
140	164300	TURNBUCKLE:OVAL EYE TOUGNE;370 - 540 MM	60,000			D-DT-7007
150	163782	STUD,ALL THD:LG 250 MM;M16-2.0-6G;STL	5,000			D-DT-3015
160	163399	THIMBLE,ROPE:OPEN PATTERN;250 MPA	85,000			D-DT-3026
170	165097	BRACKET ANGL:40 MM;505 MM;185 MM	9,000			D-DT-3182
180	165559	CLAMP:EARTH ROD DIA 16 MM, COND 70 MM	60,000			D-DT-3093
190	164197	STRAPPING,ALMN 7.6x1.30 D3130	5,000			D-DT-3130
200	168689	ASSY:INTERMEDIATE T 90 X 65 X 8 2000 LG	80,000			D-DT-3001
210	168553	STRAP,TIE ST GALV 910x50x6 D3031	50,000			D-DT-3031
220	168669	EARTH ROD Cu 1500x16D THREADLESS D3091	45,000			D-DT-3091
230	168509	SPINDLE SHORT M20x50 REGULAR SHANK D3050	85,000			D-DT-3050
240	168525	BRACKET:STRUT	6,000			D-DT-3150
250	168552	BRACKET:POLE TOP	6,000			D-DT-3046

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

260	167508	CLEVIS:BALL, 16L;16 MM;LG 80 MM;M16;18	12,000			D-DT-6059
270	168775	STRAP,TIE ST GALV 701x50x6 D3031	3,000			D-DT-3031
280	172393	PLATE MTL:WD 25 X LG 150 X THK 0.09 MM	100,000			D-DT-3049
290	179808	T-OFF,MAIN+TAP 6.3-9.0 ACA/SQUIR D3153	20,000			D-DT-3153
300	179809	T-OFF,MAIN 9.0-15.0 TAP 6.3-9.0 D3153	40,000			D-DT-3153
310	175985	T-OFF,MAIN 9.0-15.0 TAP 9.0-15.0 D3153	45,000			D-DT-3153
320	219854	SPINDLE:SHORT M20 X 50 MM RATCHET;20 MM	50,000			D-DT-3050
330	216387	SPINDLE:LONG M20 X 300 MM RATCHET;20 MM	300,000			D-DT-3050
340	402551	CLAMP,THIMBLE CLEV A-ALLOY 40KN D3007	90,000			D-DT-3007
350	400900	BUCKLE:STRAP, CLIP HEAVY DUTY;SS	500,000			D-DT-3110
360	401310	CLAMP STRN:3B AL;70 KN;15-6 MM	60,000			D-DT-7022
370	401307	CLAMP STRN:3B ST/WIRE;70 KN;16-5 MM	40,000			D-DT-7022
380	402501	CLAMP,SUSP CRADLE CON 15.0-24.4 D3008	52,000			D-DT-3008
390	168534	CLAMP SPNSN:8 MM, STL 3.66 TO 18 MM FOX	35,000			D-DT-3008

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR: 1075159249

line	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
210	174755	GRIP,STRAIN O/H 35-50SQ B/NTRL ABC	1,000			D-DT-3059
210	168575	CLAMP,STR WEDGE 35-50SQ B/NTRL ABC D3060	1,000			D-DT-3060
220	198223	GRIP,STRAIN O/H 35SQ B/NTRL ABC D3060	60,000			D-DT-3060
230	198224	GRIP,STRAIN O/H 70SQ B/NTRL ABC D3060	15,000			D-DT-3060
170	402519	ARMOR ROD,HELICALLY FORMED FOX/35 D3064	5,000			D-DT-3064
180	402493	ARMOR ROD,HELICALLY FORMED HAR/OAK D3064	8,000			D-DT-3064
190	402525	ARMOR ROD,HELICALLY FORMED MNK/PIN D3064	8,000			D-DT-3064
10	402511	DEAD-END:AL ALLOY	20,000			D-DT-3065
20	402521	DEAD-END:AL ALLOY	25,000			D-DT-3066
30	402527	DEAD-END:AL ALLOY	30,000			D-DT-3067
50	402509	DEAD-END:GUYGRIP;GS HOT DIP GREEN	45,000			D-DT-3069
70	168541	GUYGRIP,D/END ST COND 3/3.35 D3069	25,000			D-DT-3069
80	210442	TIE,SIDE GRVE B/CHICADEE INLAND D3080	25,000			D-DT-3080
90	168519	TIE,SIDE GRVE B/HARE INLAND D3080	15,000			D-DT-3080
100	402657	TIE,SIDE GRVE B/MINK INLAND D3080	30,000			D-DT-3080
110	402517	TIE,TOP GRVE B/FOX INLAND D3081	12,000			D-DT-3081
120	402577	TIE,TOP GRVE B/HARE INLAND D3081	10,000			D-DT-3081
130	402575	TIE,TOP GRVE B/MINK INLAND D3081	10,000			D-DT-3081
200	168754	ARMOUR-GRIP SUSP UNIT CHICAD 18.87 D7033	2,000			D-DT-7033
140	168181	ROD ARMR:17.87-18.8 MM;5.38 MM;1.83 M	5,000			D-DT-7034
150	168765	ROD ARMR:18.81-19.86 MM;5.38 MM;1.83 M	4,000			D-DT-7034
160	168763	ROD ARMR:23.61-24.79 MM;6.4 MM;2.24 M	3,000			D-DT-7034
40	402537	DEAD-END:GUYGRIP;13.21 MM	15,000			D-DT-7035
60	185949	GUY GRIP,DBL WRAP MAKE OFF 7/4.00 D7047	30,000			D-DT-7047

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR: 1075162296

LINE	SAP	Short Text	QTY	Unit Price	Total Price	Drawing Number
30	180021	CONN LUG:BI METAL;16 MM;FLAT BLADE	8,000			D-DT-3166
180	168367	GLAND CBL:ADJUSTABLE;NO 1;BRS CD PLTD	12,000			D-DT-3070
190	168279	GLAND,CABLE:ADJUSTABLE;NO 2;BRS NI PLTD	7,000			D-DT-3070
200	168280	GLAND,CABLE:ADJUSTABLE;NO 3;BRS NI PLTD	7,000			D-DT-3070
210	403461	GLAND CBL:ADJUSTABLE;NO 4;SUPPLIED	1,500			D-DT-3070
220	175859	GLAND CBL:ADJUSTABLE;NO 5;SUPPLIED	1,500			D-DT-3070
230	168368	GLAND CBL:ADJUSTABLE;NO 6;SUPPLIED	700			D-DT-3070
250	136924	GLAND CBL:COMPRESSION A2;NO 4	380			D-DT-3070
110	168474	CAP:PUSH ON END;DIA 18 X LG 30 MM;RUBBER	20,000			D-DT-3079
70	404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102	5,000			D-DT-3102
270	227893	LUG,CRIMP CU 4.0SQxM6 F/H D3102	500			D-DT-3102
280	404431	LUG,CRIMP CU 95.0SQxM12 F/H D3102	7,000			D-DT-3102
300	175877	LUG,CRIMP CU 500.0SQxM16 F/H D3102	200			D-DT-3102
310	175876	LUG,CRIMP CU 240.0SQxM12 F/H D3102	200			D-DT-3102
320	175874	LUG,CRIMP CU 185.0SQxM12 F/H D3102	200			D-DT-3102
240	164298	SADDLE,CABLE NYLON 9.5ID BI-PIN D3111	1,400			D-DT-3111
330	168958	CABLE END 4-25mm SQ D3148	4,300			D-DT-3148
340	168956	CABLE END 35-70mm SQ D3148	800			D-DT-3148
360	180019	CONN LUG:BI METAL;M12;FLAT BLADE	4500			D-DT-3166
50	172375	DISC:BLUE PHASE	600			D-DT-6114
120	172376	DISC:RED PHASE;CHROMAPREP (Z275) OR	200			D-DT-6114

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR: 1075159250

LINE	SAP	Short Text	QTY	Unit Price	Total Price	Drawing
10	175797	JOINT KIT 2-4C 600/1000V 16-25SQ D8014	150			D-DT-3147
20	175798	JOINT KIT 2-4C 600/1000V 35-50SQ D8014	150			D-DT-3147
30	175799	JOINT KIT 2-4C 600/1000V 70-95SQ D8014	300			D-DT-8006
40	182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE	15			D-DT-8006
50	168336	KIT CABLE JOINT:3C;11 KV;25-70 MM2;XLPE	150			D-DT-8006
60	179925	KIT CABLE JOINT:3C;11 KV;50-95 MM2;TRANS	80			D-DT-8006
70	175805	KIT CABLE JOINT:3C;22 KV;25-70 MM2;XLPE	150			D-DT-8006
80	180200	KIT CABLE JOINT:3C;22 KV;50-120 MM2;XLPE	150			D-DT-8006
90	168702	KIT TERM:11 KV;INDOOR TAPE TERMINATION	15			D-DT-8006
100	182551	KIT TERM:1C;22 KV;630 MM2;22 KV;OD;XLPE	50			D-DT-8006
110	175642	KIT TERM:3C;11 KV; ID;50-120 MM2;XLPE	80			D-DT-8006
120	175644	KIT TERM:3C;11 KV; ID;50-120;6.35/11 KV	30			D-DT-8006
130	169094	KIT TERM:3C;22 KV;25-70 MM2;12.7/22 KV	30			D-DT-8006
140	175648	KIT TERM:3C;22 KV;95-185 MM2;12.7/22 KV	150			D-DT-8006
150	175643	KIT TERM:3C;OOOUTDOOR;50-120 MM2;11 KV;OD	150			D-DT-8008
160	175645	KIT TERM:3C;INDOOR;95-185 MM2;11 KV;ID	15			D-DT-8008
170	175646	KIT TERM:3C;OUTDOOR;95-185 MM2;11 KV;OD	150			D-DT-8008
180	169133	KIT TERM:3;INSULATED CABLE;16-35 MM2	80			D-DT-8008
190	168789	KIT TERM:3;INSULATED CABLE;50-95 MM2	50			D-DT-8014
200	168481	KIT TERM:4;LV CABLE;120-150 MM2;1 KV	20			D-DT-8014
210	168325	KIT TERM:4;LV CABLE;70-95 MM2;1 KV	250			D-DT-8014

The Manufacture, supply and delivery of various copper materials required for LimLanga Cluster on `as and when `required basis for a period of five years.

PR: 1075159251

Line	SAP	SHORT TEXT	QTY	Unit Price	Total Price	DT Drawing
10	163864	ROD THRDD:20 MM;M20-2.5-6G;LG 250 MM	10,000			D-DT-3015
20	163869	ROD THRDD:M12-1.75-6G;LG 350 MM	10,000			D-DT-3015
30	163783	ROD THRDD:M16-2-6G;LG 350 MM;GS HOT DIP	10,000			D-DT-3015
40	163862	ROD THRDD:M20-2.5-6G;LG 450 MM	40,000			D-DT-3015
50	163865	ROD THRDD:M20-2.5-6G;LG 600 MM	10,000			D-DT-3015
60	182711	ROD THRDD:M20-2.5-6G;LG 750 MM	10,000			D-DT-3015
70	163790	ROD,THD:M20-2.5-6G;LG 350 MM D3015	50,000			D-DT-3015
80	163419	PLATE,STAY 340x375x6 80x26 SLT D3172	12,000			D-DT-3172
90	163420	PLATE,STAY 600x600x6 80x26 SLT D3172	5,000			D-DT-3172
100	163417	PLATE,STAY M12 300x300x6 55x14 SLT D3172	12,000			D-DT-3172
110	163384	ROD ANCHR:ADJUST; 133KN;24 MM;LG 2400 MM	8,000			D-DT-7023
120	163396	ROD ANCHR:NON ADJUST 34KN;M12;LG 1500 MM	9,000			D-DT-7023
130	163402	ROD ANCHR:NON ADJUST 97KN;M20;LG 2000 MM	12,000			D-DT-7023