NEC3 Supply Contract (SC3)

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

and **[ ]**
(Reg No. _____)

for **PROVIDE AND INSTALL MODULAR SMART RACK AND CONTAINERISED 30KVA UPS SOLUTIONS**

Contents:		**No of pages**
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CONTRACT No. **[ ]** **Insert at award stage**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
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C1.1 Form of Offer & Acceptance

Offer

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

PROVIDE AND INSTALL MODULAR SMART RACK AND CONTAINERISED 30KVA UPS SOLUTIONS

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

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)	**Shareen Pillay**		
Capacity	**Middle Manager Information**		
for the Purchaser	**Eskom Holdings SOC Ltd, Megawatt Park Maxwell Drive, Sandton Johannesburg, 2199**		
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		**Shareen Pillay**
Capacity		**Middle Manager Information**
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd, Megawatt Park Maxwell Drive, Sandton Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.

2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "**[●]" -** data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X3: Multiple currencies
		X13: Performance bond
		X17: Low-performance damages
		X18: Limitation of liability
10.1	The *Purchaser* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**011 800 8000**
10.1	The *Supply Manager* is (name):	**[ ]**
	Address	**[ ]**
	Tel	**[ ]**
	Fax	**[ ]**
	e-mail	**[ ]**

11.2(13)	The *goods* are	**PROVIDE MODULAR SMART RACK AND CONTAINERISED 30KVA UPS SOLUTIONS**
11.2(13)	The *services* are	**INSTALL MODULAR SMART RACK AND CONTAINERISED 30KVA UPS SOLUTIONS**
11.2(14)	The following matters will be included in the Risk Register	
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
2	**The *Supplier's* main responsibilities**	Provide, install, integrate, configure, test, commission, stabilise and handover of a modular smart rack and containerised 30kVA UPS solutions at five different Regional Distribution Centres in the KwaZulu-Natal Operating Unit within the CentralEast Cluster.

Site Names	Site Addresses
New Germany RDC	25 Valley View Road, New Germany
Marburg RDC	Old Izotsha Road, 2 Uplands Farm, Margate
Howick RDC	1 Boston Road, Howick
Vryheid RDC	R69, Vryheid East, Vryheid
Empangeni RDC	1 Bronze Street, Empangeni

3	**Time**			
30.1	The *starting date* is.	**1 April 2027**		
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services***		***delivery date***
		1	Provide Modular Smart Rack And Containerised 30kva Ups Solutions	1 April 2027
		2	Install Modular Smart Rack And Containerised 30kva Ups Solutions	1 April 2027
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.			
31.1	The *Supplier* is to submit a first programme for acceptance within	**2 Weeks of the Contract Date.**		
32.2	The *Supplier* submits revised programmes at intervals no longer than	**4 weeks.**		

4	**Testing and defects**	
42	The *defects date* is	**52 weeks after Delivery.**
43.2	The *defect correction period* is	**2 weeks**
42.2	The *defects access period* is	**7 days**
5	**Payment**	
50.1	The *assessment interval* is	**between the [●] day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**3 weeks.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
7	**Title**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**1. [●]** **2. [●]** **3. [●]**

88.1	The *Supplier's* liability to the *Purchaser* 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 *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event and**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**Limited to the total of the Prices (100% of the contract value).**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Limited to 100% of the total Prices (total contract value).**
88.5	The *end of liability date* is	**The end of liability date is 3 years after Delivery of the whole of the goods and services.**

9 Termination and dispute resolution

94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**Rennies House, 1st floor, Right Wing, Office 2B, 1 Kingsmead Boulevard, Kingsmead Office Park, Durban**
	Tel No.	**031 305 9708**
	e-mail	**sandy@arbitration.co.za**
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
94.4(5)	The place where arbitration is to be held is	**KwaZulu Natal, South Africa**
	The person or organisation who will choose an arbitrator	

	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is **[●].**

The proportions used to calculate the Price Adjustment Factor are:

proportion	**linked to index for**	**Index prepared by**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
0.	**[●]**	**[●]**
[●]	**non-adjustable**	
1.00		

X2 Changes in the law — **There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**

X2.1 A change in the law of **[●] is a compensation event if it occurs after the Contract Date**

X3 Multiple currencies

X3.1 The *Purchaser* will pay for these items in the currencies stated

Items	**Other currency**	**Total maximum payment in the currency**
[●]		
[●]		
[●]		

X3.1 The *exchange rates* are those published in **[●] on [●] (date)**

The items will be paid in the other currency
- to a foreign Bank account nominated by the *Supplier*
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the *Purchaser* before the Contract Date.

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

X7	**Delay damages**		
X7.1	Delay damages for Delivery are	**Delivery of**	**amount per day**
X13	**Performance bond**		
X13.1	The amount of the performance bond is	**R [●]**	
X17	**Low-performance damages**		
X17.1	The amounts for low-performance damages are:	**amount**	**performance level**
		R [●]	**for [●]**
		R [●]	**for [●]**
		R [●]	**for [●]**
		R [●]	**for [●]**
Z	**The *additional conditions of contract* are**	**Z1 to Z15 always apply for Eskom**	

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health

and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and

- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

Coercive means to harm or threaten to harm, directly or indirectly, an Affected Party or the

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

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier*'s obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

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

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

INSURANCE TABLE A

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

Z_13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimu of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

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

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

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

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

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

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means ooccupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Purchaser*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

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

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

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

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

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

Annexure A: Supply Requirements

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

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

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

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

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the *Supplier* manufactures, prototypes, tests and stores the *goods* including order and timing]	
2. The requirements for transport are	[State the extent to which the *Supplier* transports the *goods* and the mode of transport]	
3. The delivery place is	[State the location where the *goods* are to be placed by the *Supplier,* such as whether it is a dispatch department at the *Supplier*'s premises, the *Purchaser* is to collect or other location the *Purchaser* may require. If the delivery place for the *services* is different to the *goods* state it here]	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the *goods*	
	Unloading the *goods*	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the *goods* are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)[3] and the relevant parts of its Guidance Notes (SC3-GN)[4] in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field ***once*** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	
11.2(11)	The tendered total of the Prices is	**R ,** **(in words)**
11.2(12)	The *price schedule* is in:	
11.2(14)	The following matters will be included in the Risk Register	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** **[•]** **[•]** **2** **[•]** **[•]** **3** **[•]** **[•]**
31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

[3] Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.
[4] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

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

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

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

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 *Purchaser* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton Johannesburg (the *Purchaser*) and

[Insert registered name and address of the *Supplier*] (the *Supplier*), for

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

I/We the undersigned .....

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

of physical address .....

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

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.

2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.

3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.

4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at ---------- on this ..... day of ..... 20__

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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the *goods* and *service*s, entered into between the *Purchaser* and the *Supplier*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"*Supplier*" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"*Purchaser*" means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]

1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the *Purchaser* stating that all amounts due from the *Supplier* as certified in terms of the contract have been received by the *Purchaser* and that the *Supplier* has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the *Purchaser*.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"*goods* and *service*s" mean	[insert details from Contract Data part 1]

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

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

   - be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
   - state the amount claimed ("the Demand Amount');
   - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.

6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.

7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at ---------- on this ..... day of ..... 20__

For and on behalf of the Bank

Bank Signatories(s)	.....	.....
Name(s) (printed)	.....	.....
Witness(s)	.....	.....
Bank's seal or stamp	.....	.....

Pro forma Advanced Payment Bond (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank ref no. **[●]**

Date: **[●]**

Dear Sirs,

Advanced Payment Bond for Contract No. [●]

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

Eskom Holdings SOC Ltd (the *Purchaser*) and

{Insert registered name and address of the *Supplier*} (the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data} (the *goods and services*).

I/We the undersigned **[●]** .....

on behalf of the Surety **[●]** .....

of physical address **[●]** .....

.....

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the

Purchaser to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" “Revision of Accounts”, “Cession of Action” and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier’s* obligation shall not affect the validity of this Advance Payment bond.

4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier.*

5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser’s* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser’s* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser’s* loss, damage and expense.

6. Our total liability hereunder shall not exceed the sum of ..... (R .....) which is equal to the advance payment.

7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at ---------- on this ..... day of ..... 200_

Signature(s)	.....	.....
Name(s) (printed)	.....	.....
Position in Surety company	.....	.....
Signature of Witness(s)	.....	.....
Name(s) (printed)	.....	.....

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus, other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule;*
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier’s* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier*

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

EVERY ITEM ON THE PRICE LIST MUST HAVE A VALUE IN THE RATE COLUMN. **IF THE PRICE LIST IS NOT 100% PRICED THE TENDERER WILL BE DISQUALFIED.**

IN THE EVENT OF THE TENDERER NOT WANTING TO CHARGE FOR AN ITEM ON THE PRICE LIST, THE ITEM MUST STILL CONTAIN AN ENTRY IN THE RATE COLUMN OF ZERO RAND (R0.00).

IT MUST BE NOTED ITEM/S PRICED AT ZERO RAND (R0.00) VALUE ON THE PRICE LIST, DOES NOT RELEASE THE TENDERER FROM PROVIDING THAT ITEM, IT INDICATES THE TENDER WILL NOT CHARGE THE EMPLOYER FOR THE ITEM WHEN PROVIDING THE SERVICE.

KZN RDC rack and UPS solutions					
No.	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	**Hardware**				
	New Germany RDC		1		R -
	Marburg RDC		1		R -
	Empangeni RDC		1		R -
	Vryheid RDC		1		R -
	Howick RDC		1		R -
2	**Installation**				
	New Germany RDC		1		R -
	Marburg RDC		1		R -
	Empangeni RDC		1		R -
	Vryheid RDC		1		R -
	Howick RDC		1		R -
	GRAND TOTAL				R -

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

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7 List of drawings **Error! Bookmark not defined.**
7.1 Drawings issued by the *Purchaser* ... **Error! Bookmark not defined.**
C3.2 *Supplier*'s Goods Information 54

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

SCOPE OF SERVICES: PROVIDE AND INSTALL MODULAR SMART RACK AND CONTAINERISED 30KVA UPS SOLUTIONS

Provide, install, integrate, configure, test, commission, stabilise and handover of a modular smart rack and containerised 30kVA UPS solutions at five different Regional Distribution Centres in the KwaZulu-Natal Operating Unit within the CentralEast Cluster.

Site Names	Site Addresses	GPS Coordinates
New Germany RDC	25 Valley View Road, New Germany	-29.802624, 30.881144
Marburg RDC	Old Izotsha Road, 2 Uplands Farm, Margate	-30.752556, 30.421917
Howick RDC	1 Boston Road, Howick	-29.526972, 30.244722
Vryheid RDC	R69, Vryheid East, Vryheid	-27.771339, 30.840335
Empangeni RDC	1 Bronze Street, Empangeni	-28.780572, 31.898028

Specification and description of the *goods*

DETAILED BREAKDOWN OF REQUIREMENTS

1. MODULAR SMART RACK SOLUTION

a. Implementing a solution which includes redundancy for power and cooling, to ensure up time of the site during business hours.
b. The proposed smart rack solution should be modular and comprise of two 42U standard cabinets stacked together side-by-side.
c. The smart rack solution must have a built-in UPS, with the following specifications:
   - Minimum rating of 10KVA
   - Allow input from an external 30KVA UPS to ensure redundancy
   - Allow input from PV (Solar)
   - Allow input from the existing generator, where available.
   - Sealed lead acid batteries with 8hrs runtime and must be rated with a 10-year lifespan.
d. Internal rack cooling
   - Cooling per rack
   - Failsafe to be present when cooling fails e.g. rack doors to automatically open
e. Internal rack automatic fire protection
   - Safe inert gas to be used
   - Fire protection to be installed per cabinet
f. Access control at cabinet level, biometric and/or via electronic keypad
   - Access control system must be manageable via a web interface remotely
   - In case the doors do not open, there must be a manual method to unlock each door
g. Rack level monitoring of the above components must be a standard feature, and provide proactive maintenance alerts, leveraging off AI technologies
   - UPS Alerts
     ↳On bypass
     ↳On battery
     ↳Battery Runtime below 50%
   - Cooling Alerts (per rack)
     ↳Temperature
     ↳Humidity
     ↳Airflow
     ↳Water leak detection

- Fire Protection Alert
  ↳Early warning alert
- Access Control Alerts and logs
  ↳Access
- CCTV
  ↳Two CCTV cameras must be installed, one for the front of the rack and one at the back.
  ↳CCTV footage must be stored locally and accessible remotely.
  ↳CCTV footage pictures must be sent via email to applicable parties.

2. 30KVA CONTAINERISED UPS SPECIFICATION

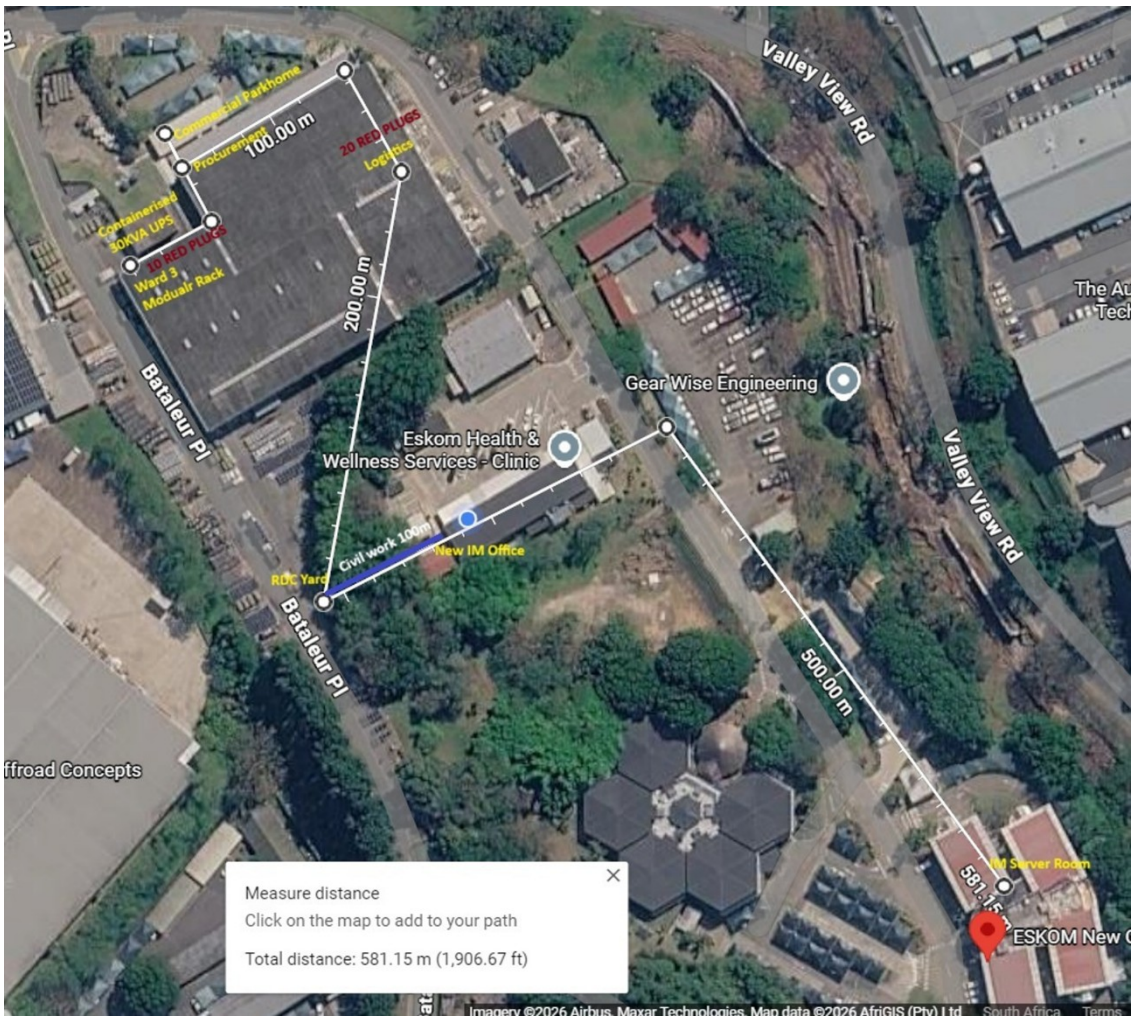
a. Install an external 30kVA UPS with lithium-ion phosphate battery banks, which provide 72hrs battery time and support fast charging within 4 hours.
b. Solution must be housed in a containerised environment, to be installed externally located at each RDC.
c. The proposed containerised UPS solution shall be designed for continuous outdoor operation and shall provide suitable protection against rain, water ingress, dust, corrosion, temperature extremes and unauthorized access. The bidder shall state the container IP rating and environmental operating limits and provide OEM/manufacturer evidence confirming compliance.
d. The solution must interface with other sources of power including but not limited to PV (solar), generator and municipality.
e. Double online conversion
f. Automatic bypass enabled
   - Static bypass, no break in power during transfer
g. Battery technology
   - Lithium-Ion phosphate with battery management
   - Fast recharge time (within 4 hours)
   - Maximum string of batteries quantity vs runtime
h. Containerised solution must have:
   - Redundant cooling with two AC units
   - Fire protection
   - Access control via keys and additional method like keypad or biometric. The access must be monitored and logged for audit purposes.
   - Locking mechanisms to be equipped with anti-theft and anti-vandal fittings.
   - CCTV
     ↳Two CCTV cameras must be installed; one inside and one outside the container.
     ↳The external camera should provide tamper alerts.
     ↳CCTV footage must be stored locally and accessible remotely.
     ↳CCTV footage pictures must be sent via email to applicable parties.

3. POWER RETICULATION SPECIFICATION

a. Reticulation will span from the containerised UPS to the smart rack and other network cabinets on the site.
b. Red plugs need to be installed at the RDC to power all IT equipment including laptops, desktops, and other IT peripherals.
c. All work to be done according to building regulations and COC certificate to be provided on completion.
d. RDC layouts vary by site; therefore, installation and reticulation requirements must be tailored to the specific site conditions. Refer to the site details and aerial views below for the respective site layouts.

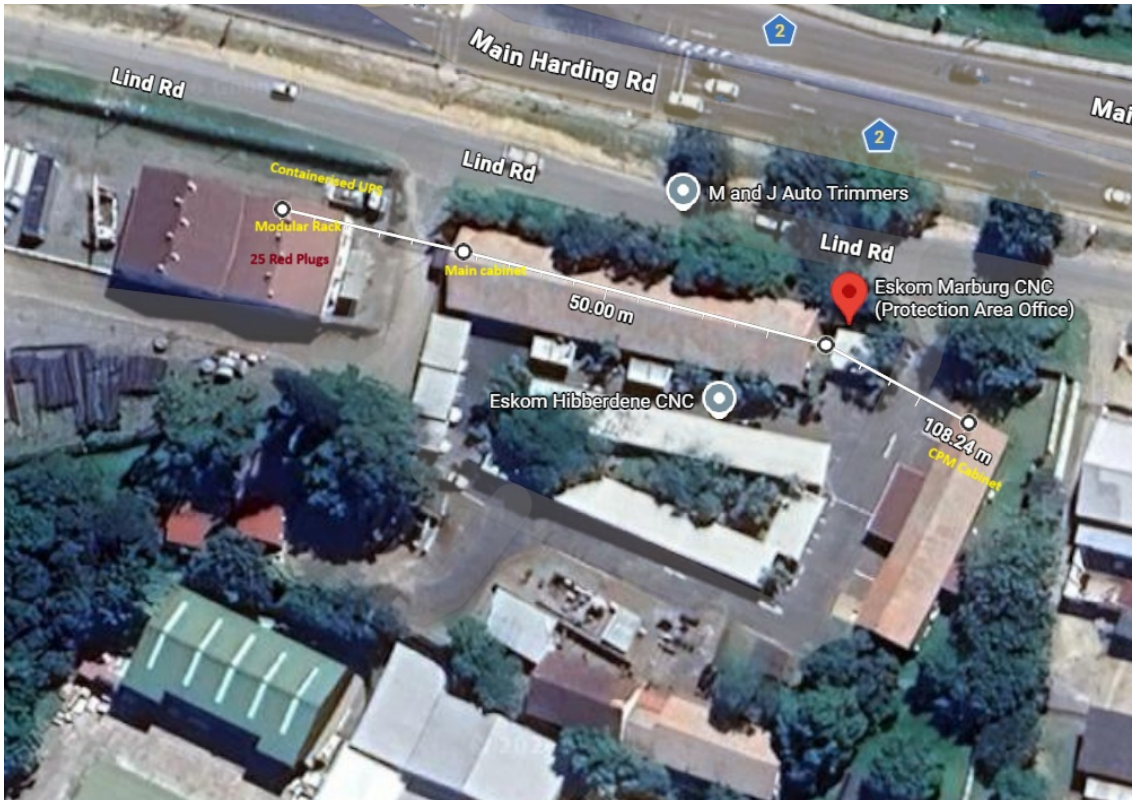
- **New Germany RDC**
  ↳The modular rack solution will be installed at RDC Ward 3, and the containerised 30kVA UPS will be installed outside Ward 3, as illustrated.
  ↳The containerised 30kVA UPS will supply power to the network cabinets listed below, with estimated distances shown.
  ↳The containerised 30kVA UPS will supply power to the network cabinets in the server room.
  ↳The containerised 30kVA UPS will also supply power to all RDC PCs, laptops, and IT peripherals (red plugs).
  ↳Civil work may be required to create a route between the RDC Ward 3 yard and the IM Office (estimated 100 meters), refer to blue line indicated in aerial view below.

Network cabinets	Estimated distance from UPS (meters)	Red plugs
Procurement cabinet	50	
Commercial Park home	65	
Ward 3	25	10
Logistics	120	20
RDC Yard cabinet	288	
New IM Office	380	
Ikhwezi IM server room	600	
Estimated Totals	**1528**	**30**



- **Marburg RDC**
  ↳The modular rack solution will be installed inside the RDC, and the containerised 30kVA UPS will be installed as illustrated.
  ↳The containerised 30kVA UPS will supply power to the network cabinets listed below, with estimated distances shown.
  ↳The containerised 30kVA UPS will also supply power to all RDC PCs, laptops, and IT peripherals (red plugs).
  ↳No civil work is required on this site.

Network cabinets	Estimated distance from UPS (meters)	Red plugs
Main cabinet	30	
CPM cabinet	110	
RDC Offices		25
Estimated Totals	**140**	**25**



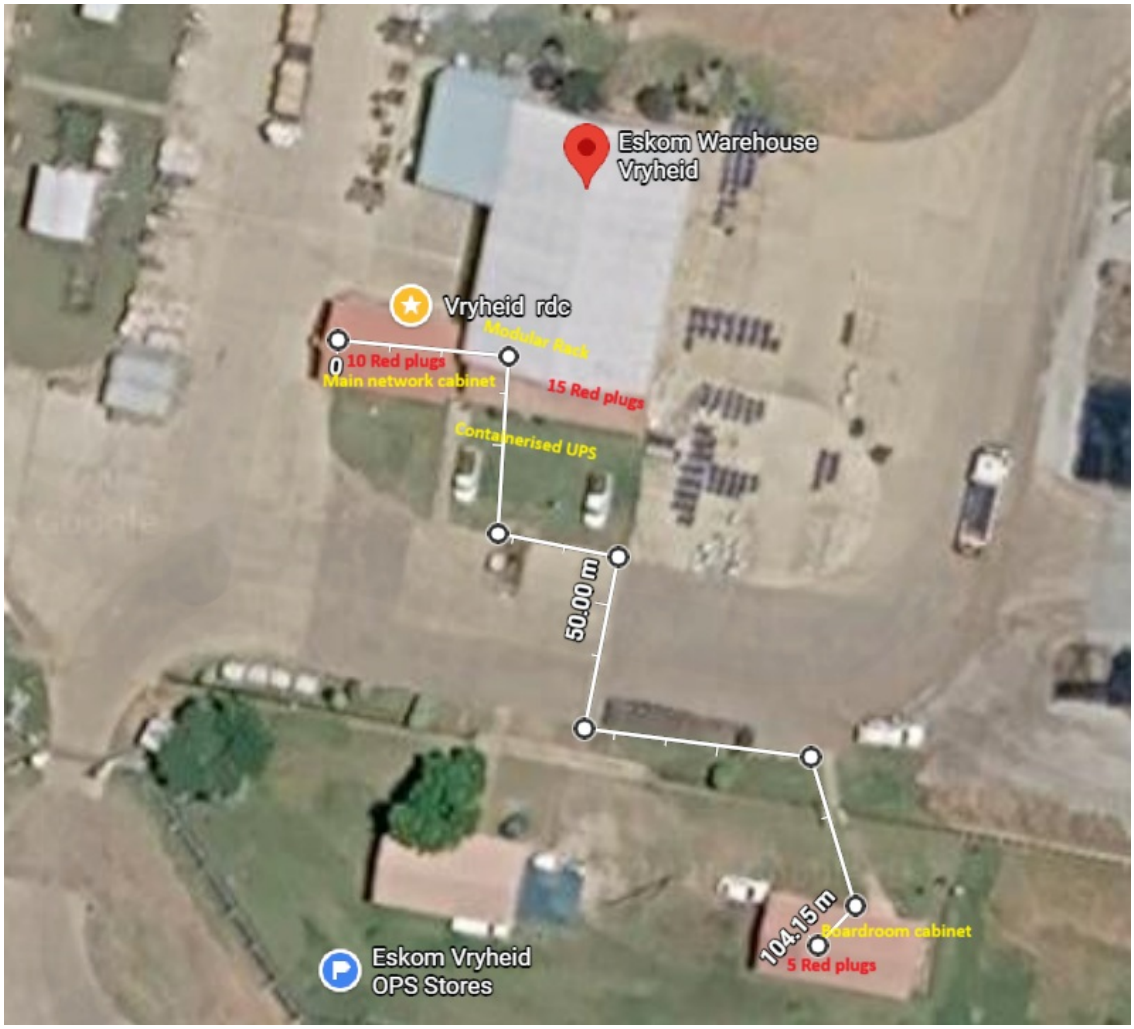
- **Howick RDC**
  ↳The modular rack solution will be installed inside the RDC and the containerised 30kVA UPS will be installed as illustrated.
  ↳The containerised 30kVA UPS will supply power to the network cabinets listed below, with estimated distances shown.
  ↳The containerised 30kVA UPS will also supply power to all RDC PCs, laptops, and IT peripherals (red plugs).
  ↳No civil work is required on this site.

Network cabinets	Estimated distance from UPS (meters)	Red plugs
Main cabinet	170	
RDC Offices		25
Estimated Totals	**170**	**25**



- **Vryheid RDC**
  ↳The modular rack solution will be installed inside the RDC and the containerised 30kVA UPS will be installed as illustrated.
  ↳The containerised 30kVA UPS will supply power to the network cabinets listed below, with estimated distances shown.
  ↳The containerised 30kVA UPS will also supply power to all RDC PCs, laptops, and IT peripherals (red plugs).
  ↳No civil work is required on this site.

Network cabinets	Estimated distance from UPS (meters)	Red plugs
Boardroom	105	
RDC Staffroom		15
RDC Offices		10
Boardroom building		5
Estimated Totals	**105**	**30**



- **Empangeni RDC**
  ↳The modular rack solution will be installed inside the RDC and the containerised 30kVA UPS will be installed as illustrated.
  ↳The containerised 30kVA UPS will supply power to the network cabinets listed below, with estimated distances shown.
  ↳The containerised 30kVA UPS will also supply power to all RDC PCs, laptops, and IT peripherals (red plugs).
  ↳No civil work is required on this site.

Network cabinets	Estimated distance from UPS (meters)	Red plugs
RDC Yard	80	
RDC Offices		30
CPM	150	
CNC	120	
Stores	150	
Tx	300	
Metering	400	
Main	500	
Estimated Totals	**1700**	**30**



Purchaser's design

The Purchaser does not design any part of the goods. This makes the allocation of design responsibility much clearer and reduces the risk of later disagreement over whether the layouts/distances in the scope constituted a Purchaser design.

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

Supplier should submit sufficient design information to demonstrate that the proposed solution meets the specified performance requirements **before manufacture, procurement or installation of the relevant elements proceeds**

The Supplier submits its detailed design to the Supply Manager for acceptance in accordance with clause 21.2 before commencing manufacture, fabrication or installation of the relevant part of the goods.
The Supplier's design submission includes, as applicable to each of the five RDC sites:

- Site-specific general arrangement and installation drawings showing the proposed location and configuration of the modular smart racks and containerised 30kVA UPS.
- Detailed layout drawings for the two 42U smart rack cabinets, including equipment positioning, clearances and access requirements.
- Containerised UPS general arrangement drawings showing the UPS, lithium iron phosphate battery banks, battery management system, redundant air-conditioning units, fire protection, access control and CCTV equipment.
- Electrical single-line diagrams showing the 30kVA UPS, smart rack UPS and interfaces with municipal supply, generator and PV/solar supply where applicable.
- Electrical load calculations, UPS sizing calculations and battery autonomy calculations demonstrating compliance with the specified **72-hour runtime** for the containerised UPS and **8-hour runtime** for the smart rack UPS.
- Battery charging calculations demonstrating compliance with the required **maximum four-hour recharge time** for the containerised UPS.
- Power reticulation drawings showing cable routes, cable sizes, distribution boards, protection devices, earthing, network cabinet supplies and red plug circuits.
- Cable sizing and voltage-drop calculations, particularly taking account of the long-estimated reticulation distances specified at New Germany and Empangeni RDCs.
- Civil and builder's-work drawings where required, including the proposed cable route/civil works at New Germany RDC.
- Cooling/ventilation design and calculations for the smart racks and containerised UPS, including redundancy arrangements.
- Fire detection and suppression system design, including the proposed inert-gas system for the smart rack cabinets.
- Access control, CCTV and remote monitoring architecture, including communications/interface diagrams.
- Control and monitoring philosophy showing alarms, notifications, remote access, data logging and interfaces.
- Details of the container's proposed IP rating, environmental operating limits, corrosion protection, weatherproofing, anti-vandal measures and associated OEM/manufacturer technical evidence.
- Equipment datasheets, technical schedules and OEM documentation demonstrating compliance with the Goods Information.

Drawings are clearly numbered and revision-controlled and identify the applicable RDC. The Supplier clearly identifies changes between revisions.

The Supply Manager reviews the submission for compliance with the Goods Information and either accepts it or notifies the Supplier of the reasons for non-acceptance in accordance with the timescales stated in the Contract. Where a submission is not accepted, the Supplier corrects and resubmits the design for acceptance.

Acceptance of the Supplier's design by the Supply Manager does not transfer the Supplier's design responsibility to the Purchaser or relieve the Supplier of its obligation to Provide the Goods in accordance with the Contract.

Following installation and commissioning, the Supplier provides final **as-built drawings**, updated single-line diagrams, final cable/reticulation layouts, equipment schedules, operating and maintenance information, test and commissioning records and the required electrical Certificate of Compliance (CoC) as part of handover.

Other requirements of the *Supplier*'s design

The Supplier takes the following requirements into account in developing its design:

- The design is **site-specific for each of the five RDCs** and takes account of actual site conditions, available space, existing electrical infrastructure, cable routes, environmental conditions, access requirements and interfaces with existing equipment.
- The Supplier verifies all dimensions, cable routes, reticulation distances, electrical loads and installation conditions before finalising the design. Distances and quantities identified in the Goods Information as **estimated** are verified by the Supplier.
- The design provides the required **power and cooling redundancy** and maintains continuity of supply to the identified IT equipment and network infrastructure.
- The design accommodates integration with the available **municipal supply, generator and PV/solar sources**, including the necessary protection, isolation, switching and control arrangements.
- The 30kVA containerised UPS design takes account of outdoor environmental conditions and provides suitable protection against **rain and water ingress, dust, corrosion, temperature extremes, unauthorised access, theft and vandalism**.
- Equipment selection and sizing takes account of the specified battery autonomy, recharge time, connected loads, anticipated operating conditions and required redundancy.
- Power reticulation is designed taking account of the actual route lengths, cable sizing, voltage drop, protection, segregation, earthing and safe isolation requirements.
- The design incorporates the required **cooling, fire protection, access control, CCTV, alarms, local monitoring and remote monitoring** as integrated components of the solution.
- The monitoring design provides the alarms and notifications specified in the Goods Information and allows the required systems to be remotely monitored and managed.
- Equipment is positioned to provide safe access for operation, maintenance, battery replacement, inspection and emergency intervention.
- The Supplier minimises disruption to normal RDC operations during installation and considers maintainability and future replacement of components in its design.
- Any civil works, supports, foundations, penetrations, trenches, containment or making-good required for the complete installation are incorporated into the Supplier's design where applicable, including the identified potential civil works at New Germany RDC.
- All electrical installation work complies with applicable statutory, building and electrical requirements, and the completed electrical installation is capable of being certified by the appropriate **Certificate of Compliance (CoC)**.
- The Supplier uses equipment and components suitable for their intended duty and environmental conditions and provides the necessary OEM/manufacturer technical information demonstrating compliance with the specified requirements.
- All equipment, cables, distribution boards, isolation points and other relevant components are **permanently and consistently labelled** to correspond with the approved drawings, equipment schedules and as-built documentation.
- The Supplier's design facilitates testing, commissioning, maintenance and fault diagnosis and allows safe isolation of equipment without unnecessary interruption to unaffected systems.
- On completion, the final installation is accurately reflected in the Supplier's **as-built drawings, electrical single-line diagrams, equipment schedules and operation and maintenance documentation**.

Manufacture & fabrication

The Supplier is responsible for the manufacture and fabrication of the goods in accordance with its accepted design, OEM requirements and the performance requirements stated in the Goods Information.
The following specific requirements apply:

- The modular smart rack solution is fabricated and assembled as **two 42U standard cabinets installed side-by-side** and is suitable for the specified UPS, cooling, fire protection, access control, CCTV and monitoring equipment.
- The containerised 30kVA UPS enclosure is manufactured and fabricated for **continuous outdoor operation** and provides suitable protection against rain, water ingress, dust, corrosion, temperature extremes and unauthorised access.
- The Supplier states the **IP rating and environmental operating limits** of the containerised solution and provides supporting OEM/manufacturer evidence demonstrating compliance.
- Materials, finishes, coatings, seals, doors, hinges, locks and other external components of the containerised solution are suitable for the environmental conditions at the respective RDC.
- Container doors and locking arrangements incorporate the specified **anti-theft and anti-vandal features**.
- The container is fabricated to accommodate the 30kVA UPS, lithium iron phosphate battery banks and battery management system, two redundant air-conditioning units, fire protection, access control, CCTV, electrical distribution and associated monitoring equipment.
- Equipment is arranged to provide adequate clearances for cooling, inspection, operation, maintenance, testing, safe isolation, battery replacement and removal or replacement of major components.
- Cable entries, apertures and penetrations are suitably sealed and protected so that the environmental protection of the enclosure is maintained.
- All manufactured and fabricated components are free from defects, sharp edges, exposed conductive hazards and other conditions that could affect safe operation or maintenance.
- The Supplier performs the necessary **factory inspection and testing** before delivery and provides the relevant OEM certificates, test records and technical documentation where applicable.
- Equipment and fabricated assemblies are permanently identified and labelled so that they correspond with the Supplier's drawings, electrical single-line diagrams, equipment schedules and final as-built documentation.
- Manufacture and fabrication do not commence for elements requiring acceptance of the Supplier's design until the applicable design information has been accepted by the Supply Manager in accordance with the Contract.

Factory acceptance testing (FAT)

The Supplier carries out Factory Acceptance Testing (FAT) of the modular smart rack solution and the containerised 30kVA UPS solution before delivery to Site.

The Supplier prepares and submits a detailed FAT procedure, test schedule and acceptance criteria to the Supply Manager for acceptance before FAT is undertaken. FAT includes, as applicable:

- Visual and dimensional inspection against the accepted design and drawings.
- Verification of equipment ratings, identification, labelling and component configuration.
- Functional testing of the **30kVA double-conversion UPS**, including normal operation, battery operation, static bypass and automatic transfer/bypass functionality.
- Verification of the lithium iron phosphate battery system, battery management system, battery capacity/configuration and charging functionality.
- Verification, by design calculations and OEM/manufacturer evidence where a full-duration factory discharge test is impractical, that the containerised UPS battery system meets the specified **72-hour autonomy and recharge within four hours**.
- Functional testing of the smart rack's **minimum 10kVA UPS**, including normal supply, battery operation, bypass and alarm functions.
- Verification by calculations and battery/OEM documentation of the required **8-hour smart rack battery autonomy** and specified battery design life.

- Functional testing of the redundant cooling systems and simulation of cooling-failure conditions, including the specified smart-rack failsafe arrangement.
- Testing of temperature, humidity, airflow and water-leak monitoring and associated alarms.
- Functional testing of fire detection and suppression interfaces and associated alarms. Actual discharge of the fire suppression agent is not required during FAT unless specifically instructed by the Supply Manager.
- Functional testing of access-control equipment, electronic/biometric or keypad access, manual unlocking provisions and access logging.
- Functional testing of CCTV cameras, local recording, remote-access functionality, external-camera tamper alarm and required image/email notification functionality.
- Testing of monitoring, alarm and notification functions, including UPS bypass, battery operation and battery-runtime alarms.
- Verification of interfaces provided for municipal supply, generator and PV/solar supply.
- Inspection of the container enclosure, doors, locking arrangements, cable entries, weatherproofing, anti-theft/anti-vandal features and the specified environmental protection.
- Verification of the stated container IP rating and environmental operating limits against the Supplier's OEM/manufacturer documentation.

The Supplier gives the Supply Manager sufficient notice of the date, time and place of FAT in accordance with the Contract. The Supply Manager is entitled to witness the FAT in accordance with the Contract and may nominate a suitably qualified Purchaser representative or testing/inspection agency to witness the tests. The Supplier provides the facilities, equipment, calibrated test instruments, competent personnel and records necessary to perform the FAT.

All FAT results are recorded on test sheets and compiled into a FAT report. Any non-conformances or failures identified during FAT are corrected by the Supplier and the affected tests are repeated.
The Supplier submits the completed and signed FAT report, including test results, certificates and outstanding items register, to the Supply Manager.

Successful completion of FAT does not relieve the Supplier of its responsibility to Provide the Goods in accordance with the Contract, nor does it replace site installation, testing, commissioning, stabilisation or final acceptance requirements.

Other tests and inspections and commissioning in place of use

Following Delivery and installation, the Supplier carries out site inspection, Site Acceptance Testing (SAT), commissioning and stabilisation of the complete solution at each RDC before handover.

Before commissioning, the Supplier submits a site-specific commissioning/SAT procedure, including test methods, acceptance criteria, test instruments and test records, to the Supply Manager for acceptance.
Testing and commissioning include, as applicable:

1. Installation and electrical inspections

- Inspection of the completed smart rack, containerised 30kVA UPS and associated power-reticulation installation against the accepted design and as-installed conditions.
- Verification of equipment identification, cable identification, termination, earthing, bonding, protection, isolation and distribution arrangements.
- Electrical installation testing, including insulation resistance, polarity, earth continuity and other tests necessary for the completed installation.
- Verification of the installed red plugs supplying the specified IT equipment and peripherals.
- Verification of power supplies to all specified network cabinets.
- Inspection and testing of civil works, cable routes, containment, penetrations, sealing and making good, where applicable.
- Provision of the required electrical **Certificate of Compliance (CoC)** following completion of the electrical installation.

2. Containerised 30kVA UPS

- Start-up and commissioning in accordance with the OEM's requirements.
- Verification of correct operation under normal supply.
- Functional testing of double-conversion operation.
- Simulation of loss of incoming supply and demonstration of transfer to battery operation without interruption to the supported loads.
- Testing of automatic/static bypass functionality and restoration to normal operation.
- Verification of battery-management-system functionality and alarms.
- Verification that the installed battery configuration corresponds with the accepted design supporting the specified **72-hour battery autonomy**.
- Verification of charger operation and evidence demonstrating compliance with the specified **four-hour maximum recharge requirement**.
- Functional verification of applicable municipal, generator and PV/solar interfaces.

3. Modular smart rack

- Functional testing of the minimum 10kVA built-in UPS and its alarms.
- Verification of the battery arrangement supporting the specified **8-hour runtime**.
- Testing of external 30kVA UPS supply/interface and other applicable power-source interfaces.
- Testing of cooling for each rack.
- Simulation of cooling failure to demonstrate operation of the specified failsafe mechanism, including automatic rack-door opening where this forms part of the accepted solution.

4. Fire protection

- Functional testing of fire detection, early-warning alarms, monitoring and associated interfaces.
- Verification of the cabinet and container fire-protection systems.
- Testing is performed in accordance with the manufacturer's commissioning procedures without unnecessarily discharging the installed suppression agent.

5. Access control and CCTV

- Functional testing of biometric/keypad/electronic access control, as applicable.
- Verification of manual emergency unlocking arrangements.
- Verification of access monitoring, event logging and remote management.
- Testing of all specified CCTV cameras.
- Verification of local CCTV footage recording and remote accessibility.
- Verification of the external container camera's tamper alarm.
- Demonstration of the required transmission of CCTV images by email to the applicable parties.

6. Monitoring and alarms

- End-to-end testing of the remote monitoring system and all specified alerts, including UPS bypass, UPS battery operation, battery-runtime, temperature, humidity, airflow, water leakage, fire early warning and access-control events.
- Alarm conditions are simulated where practicable to demonstrate generation, transmission, receipt and clearing/reset of each alarm.
- Remote monitoring and management functionality is demonstrated to the Supply Manager.

7. Integrated system and load testing

- The Supplier performs an integrated functional test demonstrating operation of the complete solution under normal supply, loss of normal supply, UPS battery supply and applicable bypass/alternative supply conditions.
- Testing confirms continuity of supply to the designated IT loads and identifies any abnormal transfer, protection, monitoring or control behaviour.
- The Supplier rectifies defects or non-conformances identified during commissioning and repeats the affected tests.

8. Stabilisation and handover

- Following successful commissioning, the Supplier operates and monitors the installed solution for the **stabilisation period stated elsewhere in the Contract**, if applicable.
- Any faults occurring during stabilisation are investigated and corrected by the Supplier and affected tests are repeated where required.

- Handover occurs after successful completion of the required SAT and commissioning activities and submission of all required records.
- The Supplier provides completed SAT and commissioning reports, CoC, test certificates, equipment/OEM documentation, final equipment schedules, as-built drawings, electrical single-line diagrams and operating and maintenance documentation.
- Outstanding defects or non-conformances are recorded and managed in accordance with the Contract.

Operating manuals and maintenance schedules

The Supplier provides complete operating manuals, maintenance manuals and maintenance schedules for the goods supplied under the Contract.

The documentation covers the complete installed solution at each RDC, including, as applicable:

- modular smart rack equipment and associated 10kVA or greater UPS;
- containerised 30kVA UPS;
- lithium iron phosphate battery banks and battery management system;
- sealed lead acid batteries associated with the smart rack UPS;
- cooling and air-conditioning systems;
- fire detection and suppression systems;
- access-control systems;
- CCTV equipment and local recording system;
- remote monitoring, alarms and notification systems;
- electrical distribution, protection and power-reticulation equipment; and
- interfaces with municipal supply, generator and PV/solar systems.

Before Delivery, the Supplier provides available OEM operating and maintenance manuals, equipment datasheets and recommended preventative-maintenance requirements for the principal equipment.

Before final handover, the Supplier provides complete site-specific operating and maintenance documentation incorporating the final installed configuration and all changes arising from installation, testing and commissioning.

Documentation is provided in **searchable electronic PDF format**, together with editable electronic copies of Supplier-produced schedules and drawings where applicable. Documents are clearly indexed, revision-controlled and identified by the applicable RDC.

The operating manuals include, as applicable:

- equipment descriptions and technical specifications;
- normal start-up, operation and shutdown procedures;
- operating modes and control philosophy;
- normal, battery and bypass operating procedures;
- safe isolation and emergency procedures;
- alarm descriptions, alarm thresholds and recommended operator responses;
- remote monitoring and access-control operating procedures;
- CCTV operation, footage retrieval and notification procedures;
- battery management and charging requirements;
- troubleshooting and fault-finding guidance;
- OEM safety instructions; and
- relevant configuration and commissioning information required for continued operation.

The maintenance documentation includes:

- manufacturer's preventative-maintenance requirements;
- a consolidated **planned maintenance schedule** identifying the maintenance activity, recommended frequency and responsible competency;
- inspection and servicing requirements for the UPS systems, batteries, cooling equipment, fire protection, access control, CCTV and monitoring systems;
- battery inspection, testing and replacement requirements;

- recommended consumables and replacement parts;
- recommended critical and strategic spare parts;
- procedures and precautions for replacement of major components;
- calibration/testing requirements where applicable;
- OEM warranty requirements and maintenance conditions necessary to preserve warranties; and
- OEM and Supplier technical support/contact information.

The final handover documentation includes the operating and maintenance manuals together with the **as-built drawings, final electrical single-line diagrams, equipment schedules, commissioning/SAT records, FAT documentation, applicable certificates, warranties and electrical Certificate of Compliance (CoC)**.

The Supplier updates the documentation to reflect the final as-built condition. Draft, generic or preliminary documentation which does not reflect the equipment actually installed does not constitute final handover documentation.

Final acceptance of the handover documentation by the Supply Manager is required before the documentation obligation is considered complete.

Supply Requirements

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

Specification of the *service*s to be provided

The Supplier provides all services necessary for the complete installation, integration, configuration, testing, commissioning, stabilisation and handover of the goods at each of the five RDCs.

The services include, as applicable:

1. Site verification and detailed design

- Conduct site inspections and verify existing site conditions before installation.
- Verify electrical loads, dimensions, equipment locations, cable routes and estimated reticulation distances.
- Confirm interfaces with municipal supply, existing generators and PV/solar systems where applicable.
- Prepare site-specific detailed designs, drawings, calculations and installation methodologies for acceptance by the Supply Manager.

2. Delivery and installation

- Deliver, position, assemble and install the modular smart rack solution and containerised 30kVA UPS solution at each RDC.
- Install and integrate UPS systems, batteries, cooling, fire protection, access control, CCTV and monitoring equipment.
- Provide all electrical connections, terminations, protection and associated installation activities necessary for a complete operational system.

3. Power reticulation

- Install power reticulation from the containerised UPS to the smart rack, identified network cabinets and other specified loads.
- Supply and install the required red plugs for PCs, laptops and other IT peripherals.
- Provide cable containment, routing, terminations, protection, earthing, labelling and associated electrical works.
- Perform required civil works associated with the installation, where applicable, including works necessary for the identified route at New Germany RDC.
- Reinstate and make good areas disturbed by the Supplier's works.

4. Configuration and systems integration

- Configure and integrate the smart rack UPS and external 30kVA UPS.
- Configure applicable municipal, generator and PV/solar interfaces.
- Configure cooling, fire-protection interfaces, access control, CCTV, battery-management and monitoring systems.
- Configure remote monitoring, alarms, event logging and email notifications required by the Goods Information.

5. Testing and commissioning

- Undertake site inspections, Site Acceptance Testing and commissioning of the complete installed solution.
- Perform functional and integrated testing of UPS operation, battery operation, bypass functions and alternative power-source interfaces.
- Test cooling, fire-protection interfaces, access control, CCTV, monitoring, alarms and notifications.
- Test completed electrical reticulation and provided the required Certificate of Compliance (CoC).
- Rectify defects identified during testing and repeat affected tests until the specified requirements are satisfied.

6. Stabilisation and monitoring

- Monitor the completed installation following commissioning for the stabilisation period specified in the Contract.
- Investigate and rectify faults arising during stabilisation.
- Confirm satisfactory operation of power, cooling, batteries, alarms, monitoring, CCTV and access-control systems before handover.

7. Training and knowledge transfer

- Provide operational and basic maintenance training to the Purchaser's nominated personnel.
- Training covers normal operation, UPS operating modes, alarms, safe shutdown and restart procedures, monitoring, access control, CCTV operation, emergency procedures and basic fault identification.
- Provide operating and maintenance documentation to support the training.

8. Handover

- Provide final as-built drawings, single-line diagrams, operating and maintenance manuals, equipment schedules, FAT/SAT and commissioning records, warranties, OEM documentation and the electrical CoC.
- Demonstrate the completed system and its principal operating functions to the Purchaser's nominated representatives.
- Complete handover following successful testing, commissioning and satisfaction of the specified handover requirements.

Constraints on how the *Supplier* Provides the Goods

Programming constraints

The Supplier takes the following constraints into account when preparing and updating the programme:

1. The RDCs remain operational during implementation. The Supplier plans the work to minimise disruption to business operations and existing IT services.
2. Interruptions to existing electrical supplies or IT equipment are not undertaken without prior agreement with the Supply Manager and the relevant site representatives.
3. Planned isolations, shutdowns, changeovers and connection of the new UPS supply are separately identified in the programme and coordinated sufficiently in advance to allow the Purchaser to arrange operational access and approvals.
4. The Supplier coordinates work requiring access to secure, operational or restricted areas with the relevant RDC.
5. Site-specific design is completed following verification of actual site conditions and before the affected permanent installation work commences.
6. Where design acceptance is required by the Contract, the relevant manufacture, fabrication or installation does not proceed before the applicable design information has been accepted.

7. FAT is completed and identified non-conformances affecting safe or functional operation are corrected before the affected equipment is dispatched to Site.
8. Power reticulation and associated electrical works are coordinated with installation of the containerised UPS and smart rack so that integrated testing can be completed before commissioning.
9. **New Germany RDC** requires particular allowance in the programme for potential civil works and the extensive power-reticulation routes identified in the Goods Information.
10. **Empangeni RDC** similarly requires appropriate allowance for the extensive estimated power-reticulation distances.
11. Testing and commissioning follow completion of the relevant installation and integration activities and include sufficient allowance for rectification and retesting.
12. Handover follows successful SAT, commissioning and the required stabilisation activities, together with submission of the required certificates and final documentation.

Work to be done by the Delivery Date

Delivery is achieved when the Supplier has completed all work required by the Goods Information for the applicable RDC, except for any post-Delivery obligations expressly identified in the Contract.

Marking the *goods*

The Purchaser does not make payment for goods before they are brought within the Delivery Place.

Constraints at the delivery place and place of use

The Supplier provides the goods and services at operational Regional Distribution Centres and plans and executes the work so as to minimise disruption to the Purchaser's operations, personnel, IT services and existing infrastructure.

The following constraints apply at the Delivery Place and place of use:

Access and security

- Access to each RDC is subject to the Purchaser's applicable site access, security, safety and identification requirements.
- The Supplier coordinates access for its personnel, vehicles, equipment, tools and deliveries with the Supply Manager and relevant site representative before arriving at Site.
- Supplier personnel only access areas necessary for performance of the work and comply with applicable site security and access-control requirements.
- The Supplier remains responsible for the security and safekeeping of its goods, materials, tools and equipment until responsibility passes in accordance with the Contract.

Working hours and coordination

- Work is carried out during access periods agreed with the Supply Manager and relevant site representative.
- Activities requiring electrical shutdowns, isolation of existing systems, interruption to IT services or access outside normal site operating arrangements are planned and agreed in advance.
- The Supplier allows in its programme for the coordination and approvals necessary to perform such activities.
- No planned interruption to existing operational IT or electrical services is undertaken without the required prior authorisation.

Operational continuity

- The RDCs remain operational during implementation. The Supplier sequences the work to minimise disruption to business activities and maintain continuity of existing services as far as reasonably practicable.
- Existing IT equipment and network cabinets are not disconnected, relocated or switched to the new UPS supply until the relevant installation has been tested and the changeover has been coordinated with the Purchaser.
- Temporary protection and appropriate safe-working arrangements are provided where work is undertaken adjacent to operational equipment.

Electrical work

- Electrical isolations and connections to existing supplies are performed by appropriately competent and authorised personnel.
- Electrical work is coordinated with the relevant site representative before isolation or energisation.
- The Supplier protects existing electrical and IT infrastructure during installation and provides the required electrical Certificate of Compliance (CoC) on completion.

Delivery, offloading and positioning

- The Supplier verifies vehicle access, offloading requirements, lifting requirements, available clearances and the proposed final location of the containerised UPS and modular smart rack before Delivery.
- The Supplier provides all lifting, handling, transportation and positioning equipment necessary for safe offloading and installation of the goods.
- Delivery vehicles, cranes or other lifting equipment do not obstruct normal RDC operations or emergency access routes except where specifically agreed for the duration of the activity.

Site-specific constraints

- At **New Germany RDC**, the Supplier takes account of the potential civil works required to establish the route between the Ward 3 yard and the IM Office, together with the extensive reticulation routes specified in the Goods Information.
- At **Empangeni RDC**, the Supplier takes account of the extensive reticulation routes to the identified network cabinets.
- At **Marburg, Howick and Vryheid RDCs**, the scope identifies no planned civil works; however, the Supplier verifies the actual site conditions and routes before commencing installation.
- The Supplier does not materially change agreed equipment locations or cable routes without acceptance where such change affects the accepted design.

Civil works and reinstatement

- Excavations, penetrations, trenching, drilling and other civil or builder's work are undertaken in a controlled manner and coordinated with the relevant site representative.
- Before intrusive work, the Supplier takes reasonable measures to identify and avoid existing electrical cables, communications infrastructure, pipes and other concealed services.
- Areas disturbed by the Supplier's activities are reinstated and made good following completion

Housekeeping and protection

- Work areas, access routes and emergency exits are maintained in a safe condition.
- Waste, packaging and surplus installation materials generated by the Supplier are removed from the work area.
- The Supplier protects existing buildings, equipment, finishes and infrastructure against damage arising from its activities.

Testing, energisation and commissioning

- Initial energisation, power-transfer testing and commissioning are coordinated with the Supply Manager and relevant site representatives.
- The Supplier does not energise new installations or transfer operational IT loads until the applicable pre-commissioning inspections and electrical tests have been satisfactorily completed.
- Following commissioning, the Supplier maintains the installation in a safe operational condition during the specified stabilisation period.

Cooperating with Others

The Supplier cooperates with the Supply Manager, RDC representatives, IT personnel, electrical personnel, security personnel and other contractors working at the sites.

The Supplier coordinates access, shutdowns, electrical connections, IT changeovers, civil works, testing and commissioning to minimise disruption to ongoing RDC operations.

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

Purchaser provides:

- Reasonable access to the five RDC sites and relevant existing infrastructure.
- Coordination with relevant site personnel for access, shutdowns and connections.
- Available information on existing municipal, generator, PV and IT infrastructure.

Supplier provides:

- All labour, supervision, tools, equipment, transport, lifting/offloading equipment and temporary services required to complete the works.
- All testing equipment, consumables and temporary protection required for installation and commissioning.
- Safe storage and protection of the goods until Delivery.

Management meetings

The Supply Manager and Supplier hold regular progress and risk management meetings, normally **monthly or as required**, to review programme, safety, design, risks, interfaces, testing, commissioning and other contractual matters.

Specialist meetings may be called when required for design, technical, safety, programme or commissioning matters.

Meetings may be held virtually or at the applicable RDC. Attendees have sufficient knowledge and delegated authority to make decisions on matters discussed.

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

All contractual and technical documents are uniquely numbered, dated and revision-controlled, identifying the contract, originating party, document type, sequential number and revision.

Formal contractual communications are issued through the agreed NEC communication process between the Supplier and Supply Manager. Drawings, designs, reports, certificates and manuals are submitted in PDF, with editable formats provided where applicable.
Superseded documents are clearly marked and retained for audit purposes.

Health and safety risk management

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

Quality

The Supplier submits a **Quality Plan** covering design, procurement, manufacture, installation, testing, commissioning, defect control and handover.

The Supplier implements inspection and test procedures, maintains quality records and ensures equipment is supplied and installed in accordance with OEM requirements and the Goods Information.

ISO 9001 certification should only be made mandatory if specifically required by the Purchaser. The current scope provided does not specify ISO certification.

Invoicing and payment

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

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

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

Insurance provided by the *Purchaser*

Insurance provided by the Purchaser is as stated in the Contract Data. The Supplier complies with the applicable Eskom insurance and claims procedures.

Contract change management

Contract changes and compensation events are managed in accordance with **Section 6 of the NEC contract**.

All notifications, quotations and assessments relating to compensation events are submitted using the prescribed NEC/Eskom forms or agreed contract management system.

No change to the Goods Information, scope, price or programme is implemented without the appropriate contractual instruction or acceptance by the Supply Manager.

Provision of bonds and guarantees

Where a bond or guarantee is required, the Supplier provides it in the form specified in **C1.3 Sureties**.
The Purchaser may withhold payment until the required bond or guarantee has been received and accepted by the authorised person notified by the Supply Manager.
No additional requirements are proposed for this section.

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

The Supplier keeps records necessary to substantiate **Defined Cost used in the assessment of compensation events**, including invoices, quotations, labour, materials, equipment and subcontractor costs. Records are clearly referenced to the relevant compensation event and retained electronically in an auditable format.

The Supplier provides the Supply Manager with **electronic access/copies on request**, with hard copies provided where specifically required.

Limitations on subcontracting

No specific subcontracting percentage or mandatory subcontracting requirement is specified

Spares and consumables

The Supplier provides all consumables required for installation, testing and commissioning.

The Supplier also provides a **recommended spares list** for the UPS, batteries, cooling, fire protection, CCTV, access control and monitoring systems, identifying critical spares and recommended quantities.

Any mandatory spare parts to be supplied at handover should be separately identified and priced in the Price Schedule.

Other requirements related to procurement

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

Cataloguing requirements by the *Supplier*

Not applicable

C3.2 *SUPPLIER*'S GOODS INFORMATION

The Supplier provides detailed information on its proposed solution, including:

- Make, model and technical specifications of the modular smart racks and UPS systems.
- Battery type, capacity, runtime and recharge performance.
- Container specifications, IP rating and environmental limits.
- Cooling, fire protection, CCTV, access control and monitoring solutions.
- Technical datasheets and OEM documentation.
- Proposed drawings and system architecture.
- Warranty and maintenance requirements.

The accepted Supplier's Goods Information becomes a contractual obligation and **does not override the Purchaser's Goods Information**. Where relevant, discrepancies must be resolved before contract award.

This section could also be compiled as a separate file.