

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**



## NEC3 Supply Contract (SC3)

**Between ESKOM HOLDINGS SOC Ltd**

**(Reg No. 2002/015527/30)**

**and [Insert at award stage]**

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

**for : Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years**

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**Contents:****No of  
pages****Part C1 Agreements & Contract Data****[•]****Part C2 Pricing Data****[•]****Part C3 Scope of Work****[•]**

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**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

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### Contents:

No of  
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#### C1.1 Form of Offer and Acceptance

[•]

[to be inserted from Returnable Documents at award stage]

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

[•]

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

[•]

[to be inserted from Returnable Documents at award stage]

#### C1.3 Proforma Guarantees

[•]

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**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

## C1.1 Form of Offer & Acceptance

### Offer

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

**Supply, delivery, and off-loading of DHP drive spares to Matimba Power Station on an as when required bases for a period of Five years**

The tenderer, identified in the Offer signature block, has

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

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

|  |                                                                      |          |
|--|----------------------------------------------------------------------|----------|
|  | The offered total of the Prices exclusive of VAT is                  | <b>R</b> |
|  | Value Added Tax @ 15% is                                             | <b>R</b> |
|  | The offered total of the amount due inclusive of VAT is <sup>1</sup> | <b>R</b> |
|  | (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

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

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

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.****Acceptance**

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

The terms of the contract, are contained in:

Part C1                      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2                      Pricing Data

Part C3                      Scope of Work:      Goods   Information   including   Supply Requirements

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Purchaser

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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.****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

Capacity

On behalf  
of

*(Insert name and address of organisation)*

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

Name &  
signature  
of  
witness

Date

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

## C1.2 SC3 Contract Data

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

| Clause | Statement                                                                          | Data                                                                                                                                                    |
|--------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>General</b>                                                                     |                                                                                                                                                         |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for Options | <b>W1: Dispute resolution procedure</b>                                                                                                                 |
|        |                                                                                    | <b>X1: Price adjustment for inflation</b>                                                                                                               |
|        |                                                                                    | <b>X2: Changes in the law</b>                                                                                                                           |
|        |                                                                                    | <b>X7: Delay damages</b>                                                                                                                                |
|        |                                                                                    | <b>Z: Additional conditions of contract</b>                                                                                                             |
|        |                                                                                    | <b>All Z clause are all applicable</b>                                                                                                                  |
|        | of the NEC3 Supply Contract (April 2013) <sup>2</sup>                              | (If the December 2009 edition is to be used delete April 2013 and replace by December 2013)                                                             |
| 10.1   | The <i>Purchaser</i> is (name):                                                    | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b> |
|        | Address                                                                            | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>                                                                         |
|        | Tel No.                                                                            |                                                                                                                                                         |
|        | Fax No.                                                                            |                                                                                                                                                         |

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

|          |                                                                |                                                                                                                                                                                                 |
|----------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Supply Manager</i> is (name):                           | <b>S. Honono</b>                                                                                                                                                                                |
|          | Address                                                        | <b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06)</b><br>Matimba Power Station<br>Private Bag x215, Lephalale<br>0555                                                                      |
|          | Tel                                                            | <b>014 763 8803</b>                                                                                                                                                                             |
|          | Fax                                                            | <b>N/A</b>                                                                                                                                                                                      |
|          | e-mail                                                         | <b>Hononos@eskom.co.za</b>                                                                                                                                                                      |
| 11.2(13) | The <i>goods</i> are                                           | <b>Supply, delivery, and off-loading of DHP Auxiliary spares to Matimba Power Station on an as when required bases for a period of Five years</b>                                               |
| 11.2(14) | The following matters will be included in the Risk Register    | <b>None</b>                                                                                                                                                                                     |
| 11.2(15) | The Goods Information is in                                    | <b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>                                                                                                        |
| 11.2(15) | The Supply Requirements as part of the Goods Information is in | <b>Annexure A to this Contract Data</b>                                                                                                                                                         |
| 12.2     | The <i>law of the contract</i> is the law of                   | <b>the Republic of South Africa</b>                                                                                                                                                             |
| 13.1     | The <i>language of this contract</i> is                        | <b>English</b>                                                                                                                                                                                  |
| 13.3     | The <i>period for reply</i> is                                 | <b>5 working days</b>                                                                                                                                                                           |
| 2        | <b>The <i>Supplier's</i> main responsibilities</b>             | <b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b> |
| 3        | <b>Time</b>                                                    |                                                                                                                                                                                                 |
| 30.1     | The <i>starting date</i> is.                                   | <b>TBC</b>                                                                                                                                                                                      |

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

|          |                                                                            |                                                                     |
|----------|----------------------------------------------------------------------------|---------------------------------------------------------------------|
| 30.1     | The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:       | <b>Will be stated in every purchase order</b>                       |
| 31.1     | The <i>Supplier</i> is to submit a first programme for acceptance within   | <b>04 weeks of the Contract Date.</b>                               |
| 32.2     | The <i>Supplier</i> submits revised programmes at intervals no longer than | <b>08 weeks.</b>                                                    |
| <b>4</b> | <b>Testing and defects</b>                                                 |                                                                     |
| 42       | The <i>defects date</i> is                                                 | <b>2 weeks after delivery</b>                                       |
| 43.2     | The <i>defect correction period</i> is                                     | <b>4 weeks</b>                                                      |
| 42.2     | The <i>defects access period</i> is                                        | <b>5 Days or as agreed by the parties</b>                           |
| <b>5</b> | <b>Payment</b>                                                             |                                                                     |
| 50.1     | The <i>assessment interval</i> is                                          | <b>Once goods receipt and QC have been Accepted</b>                 |
| 51.1     | The <i>currency of this contract</i> is the                                | <b>South African Rand</b>                                           |
| 51.2     | The period within which payments are made is                               | <b>As per Eskom Payment terms applicable to vendor registration</b> |

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    | <b>Compensation events</b>                                                                                                                               | Follow compensation event process as guided on the NEC contract                                                                                                      |
| 7    | <b>Title</b>                                                                                                                                             | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 8    | <b>Risks, liabilities, indemnities and insurance</b>                                                                                                     |                                                                                                                                                                      |
| 88.1 | The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to | <b>R250 000.00</b>                                                                                                                                                   |

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

|          |                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 88.2     | For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to                                 | <p><b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event</b></p> <p><b>and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</b></p>                                                                                                           |
| 88.3     | The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:                                           | <b>The total of the Prices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 88.4     | The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <b>The total of the Prices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 88.5     | The <i>end of liability date</i> is                                                                                                                                               | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>9</b> | <b>Termination and dispute resolution</b>                                                                                                                                         | <b>As guided under termination clause on the NEC contract. Breach of contract and depletion of funds.</b>                                                                                                                                                                                                                                                                                                                                                       |
| 94.1     | The <i>Adjudicator</i> is                                                                                                                                                         | <p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p> |

e-mail

|         |                                                                                                                                                                               |                                                                                                                                                                                       |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 94.2(3) | The <i>Adjudicator nominating body</i> is:                                                                                                                                    | <b>the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>)</b> |
| 94.4(2) | The <i>tribunal</i> is:                                                                                                                                                       | <b>arbitration</b>                                                                                                                                                                    |
| 94.4(5) | The <i>arbitration procedure</i> is                                                                                                                                           | <b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>                               |
| 94.4(5) | The place where arbitration is to be held is                                                                                                                                  | <b>Gauteng, South Africa</b>                                                                                                                                                          |
|         | The person or organisation who will choose an arbitrator                                                                                                                      | <b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>                                                      |
|         | <ul style="list-style-type: none"><li>- if the Parties cannot agree a choice or</li><li>- if the arbitration procedure does not state who selects an arbitrator, is</li></ul> |                                                                                                                                                                                       |

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

|      |                                                                    |                                                                                                                                  |                                                                           |                                         |
|------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------|
| 10   | Data for Option clauses                                            |                                                                                                                                  |                                                                           |                                         |
| X1   | Price adjustment for inflation                                     |                                                                                                                                  |                                                                           |                                         |
| X1.1 | The <i>base date</i> for indices is                                | CPA will be applicable 16 months from the base date (one month prior to tender closing) irrespective of the contract start date. |                                                                           |                                         |
|      | The proportions used to calculate the Price Adjustment Factor are: |                                                                                                                                  |                                                                           |                                         |
|      |                                                                    | Weighting                                                                                                                        | Description                                                               | Index                                   |
|      |                                                                    | 85%                                                                                                                              | Material                                                                  | SEIFSA Table G-1 Mechanical Engineering |
|      | 15%                                                                | Fixed                                                                                                                            |                                                                           |                                         |
| X2   | Changes in the law                                                 |                                                                                                                                  | It will be a compensation event                                           |                                         |
| X2.1 | A change in the law of                                             |                                                                                                                                  | South Africa is a compensation event if it occurs after the Contract Date |                                         |

|             |                                                         |                                             |                             |
|-------------|---------------------------------------------------------|---------------------------------------------|-----------------------------|
| <b>X7</b>   | <b>Delay damages</b>                                    | <b>Will be determined as per NCR raised</b> |                             |
| <b>X7.1</b> | Delay damages for Delivery are                          | <b>Delivery of</b>                          | <b>amount per day</b>       |
|             |                                                         | <b>Incorrect item or late delivery</b>      | <b>1 day-1% of the PO</b>   |
|             |                                                         |                                             | <b>2 day-2% of the PO</b>   |
|             |                                                         |                                             | <b>3 day-3% of the PO</b>   |
|             |                                                         |                                             | <b>4 day-4% of the PO</b>   |
|             |                                                         |                                             | <b>5 day-5% of the PO</b>   |
|             |                                                         |                                             | <b>6 day-6% of the PO</b>   |
|             |                                                         |                                             | <b>7 day-7% of the PO</b>   |
|             |                                                         |                                             | <b>8 day-8% of the PO</b>   |
|             |                                                         |                                             | <b>9 day- 9% of the PO</b>  |
|             |                                                         |                                             | <b>10 day-10% of the PO</b> |
| <b>Z</b>    | <b>The <i>additional conditions of contract</i> are</b> | <b>Z1 to Z15 always apply for Eskom</b>     |                             |

## **Z1      Cession delegation and assignment**

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2      Joint ventures**

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

- 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**

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

- 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:

|                       |                                                                                                                                                                                                                                                                  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affected Party</b> | means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party’s employees, agents, or Subcontractors or Subcontractor’s employees, or any one or more of all of these parties’ relatives or friends, |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|                           |                                                                                                                                                                                                                               |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Coercive Action</b>    | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,        |
| <b>Collusive Action</b>   | 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,                                                                |
| <b>Committing Party</b>   | means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,                                     |
| <b>Corrupt Action</b>     | 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,                                                        |
| <b>Fraudulent Action</b>  | 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, |
| <b>Obstructive Action</b> | 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       |
| <b>Prohibited Action</b>  | 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.



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**Z13 Insurance**

**Z 13.1 Replace core clause 84 with the following:**

|                        |             |                                                                                                                                                                                                                                               |
|------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Insurance cover</b> | <b>84</b>   |                                                                                                                                                                                                                                               |
|                        | <b>84.1</b> | 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.                                                                               |
|                        | <b>84.2</b> | The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued. |

**INSURANCE TABLE A**

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

|                                                   |  |
|---------------------------------------------------|--|
| their employment in connection with this contract |  |
|---------------------------------------------------|--|

**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**

| <b>Insurance against or name of policy</b>        | <b>Minimum amount of cover or minimum limit of indemnity</b> |
|---------------------------------------------------|--------------------------------------------------------------|
| 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

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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:

|                              |                                                                                                                                                                                                                                                                                                              |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AAIA</b>                  | means approved asbestos inspection authority.                                                                                                                                                                                                                                                                |
| <b>ACM</b>                   | means asbestos containing materials.                                                                                                                                                                                                                                                                         |
| <b>AL</b>                    | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.                                                     |
| <b>Ambient Air</b>           | 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.                                                                                                                             |
| <b>Compliance Monitoring</b> | 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. |
| <b>OEL</b>                   | means occupational exposure limit.                                                                                                                                                                                                                                                                           |
| <b>Parallel Measurements</b> | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.                                                                                                                                                                                            |
| <b>Safe Levels</b>           | 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.                                                                                       |
| <b>Standard</b>              | means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.                                                                                                     |

**SANAS** means the South African National Accreditation System.

**TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalized 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.

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**Annexure A: Supply Requirements**

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010<sup>3</sup> as follows:

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

| Group | Category | Term | Delivery Place                      |
|-------|----------|------|-------------------------------------|
| D     | arrival  | DDP  | Matimba Power Station,<br>Lephalale |

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

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

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

| A  | The <i>Supplier's</i> obligations              | B  | The <i>Purchaser's</i> obligations       |
|----|------------------------------------------------|----|------------------------------------------|
| A1 | Provision of goods in conformity with contract | B1 | Payment of the price                     |
| A2 | Licences, authorisations and formalities       | B2 | Licences, authorisations and formalities |
| A3 | Contracts of carriage and insurance            | B3 | Contracts of carriage and insurance      |
| A4 | Delivery                                       | B4 | Taking delivery                          |
| A5 | Transfer of risks                              | B5 | Transfer of risks                        |
| A6 | Division of costs                              | B6 | Division of costs                        |

<sup>3</sup> International Chamber of Commerce, Incoterms 2010, Paris, January 2011

|            |                                                                        |            |                                                                        |
|------------|------------------------------------------------------------------------|------------|------------------------------------------------------------------------|
| <b>A7</b>  | Notice to the buyer                                                    | <b>B7</b>  | Notice to the seller                                                   |
| <b>A8</b>  | Proof of delivery, transport document or equivalent electronic message | <b>B8</b>  | Proof of delivery, transport document or equivalent electronic message |
| <b>A9</b>  | Checking - packing - marking                                           | <b>B9</b>  | Inspection of goods                                                    |
| <b>A10</b> | Other obligations                                                      | <b>B10</b> | Other obligations                                                      |

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

**Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.**

**The Supply Requirements for this contract are as follows:**

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

|  |                                                                  |
|--|------------------------------------------------------------------|
|  | Specify other import documents required by authorised officials. |
|--|------------------------------------------------------------------|

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

## C1.2 Contract Data

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

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)<sup>4</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>5</sup> 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 <i>Supplier</i> is (Name):<br><br>Address<br><br>Tel No.<br><br>Fax No. |                   |
| 11.2(8)  | The Goods Information for the <i>Supplier's</i> design is in:               |                   |
| 11.2(11) | The tendered total of the Prices is                                         | R ,<br>(in words) |

<sup>4</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>5</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

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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 <i>Supply Manager</i> and Others to work being done for this contract are |     |                             |
| 30.1 | The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:                                         |     |                             |
|      | <b><i>goods and services</i></b>                                                                             |     | <b><i>delivery date</i></b> |
|      | 1                                                                                                            | [•] | [•]                         |
|      | 2                                                                                                            | [•] | [•]                         |
|      | 3                                                                                                            | [•] | [•]                         |
| 31.1 | The programme identified in the Contract Data is contained in:                                               |     |                             |
| 63.2 | The <i>percentage for overheads and profit</i> added to the Defined Cost is                                  |     | %                           |

## PART 2: PRICING DATA

### NEC3 Supply Contract

| Document reference | Title                     | No of pages |
|--------------------|---------------------------|-------------|
| C2.1               | Pricing assumptions       | 2           |
| C2.2               | The <i>price schedule</i> | [•]         |

## Supply, delivery, and off-loading of DHP Seals spares to Matimba Power Station on an as when required bases for a period of Five years.

# C2.1 Pricing assumptions

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

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

### Identified and defined terms 11

11.2 (11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *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 *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

## 2. 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.

### **3. 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.

#### **3.1. Format of the *price schedule***

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

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

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

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

## C2.2 the *price schedule*

| Nº | Material Number | Material Description and Text             | Material Specifications                                                                                                                                                                                                                                                                                                                                                                             | Quantities | Price |
|----|-----------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| 1  | 38780           | Compensator Rubber (400SQ), CC100 - CC200 | JOINT, EXPANSION: TYPE: ASH DUCT; SIZE: SQ 810 MM; LENGTH: 960 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: COLLECTOR CONVEYOR; DRAWING NO: ESKOM 0.58/8913 REV 1; 0.58/8913 ESKOM REV 1; ASH DUCT COMPENSATOR 3F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BETWEEN COLLECTOR CONVEYOR; 960MM WD X 140MM HT; P.C.D: 910MM; 28 HOLES AT 14MM DIA | EA         |       |
| 2  | 38781           | Expansion Joint, 20 hole compensator      | JOINT, EXPANSION: TYPE: COMPENSATOR; SIZE: 550 MM2; LENGTH: 700 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: ASH DUCT; DRAWING NO: ESKOM 0.58/8915 REV 1; 0.58/8915 REV1 ESKOM REV 1; WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT ABOVE COLLECTOR CONVEYOR; 700 MM WD X 140 MM HT; P.C.D 650 MM; 20 HOLES AT 14 MM DIAMETER; MATERIAL 2 PLY 6 MM THK; 2F         | EA         |       |

|   |        |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |  |
|---|--------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 3 | 38783  | Compensator                                 | JOINT, EXPANSION: TYPE: BELLOW; SIZE: SQ 800 MM; LENGTH: 900 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; DRAWING NO: ESKOM 0.58/8914 REV 1; 0.58/8914 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 4F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BELOW BUNKER TOP CONVEYOR; 900MM WD X 140MM HT; P.C.D. 850MM; 32 HOLES AT 14MM DIA                                                                            | EA |  |
| 4 | 38784  | BE Top Compensator                          | J JOINT, EXPANSION: TYPE: ASH DUCT COMPENSATOR 5F; SIZE: WD 500 MM; LENGTH: 1.02 M; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: BUCKET ELEVATOR; DRAWING NO: ESKOM 0.58/8678 REV 1; 0.58/8678 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 5F; 500MM WD X 900MM LG; 2-PLY WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR BUCKET ELEVATOR ASH DUCT; 620MM WD X 280MM HT, P.C.D: 570MM WD X 970MM LG; 18 HOLES AT 18MM DIA; 6MM THK | EA |  |
| 5 | 190356 | Precipitator Conveyor ,Inspection Door seal | SEAL RNG:ID 100 MM;OD 110 MM;THK 13 MM                                                                                                                                                                                                                                                                                                                                                                                                          | EA |  |
| 6 | 190362 | Precipitator Conveyor ,Inspection Door seal | SEAL:PRECIP CONVEYOR INSPECTION DOOR                                                                                                                                                                                                                                                                                                                                                                                                            | EA |  |

|    |        |                           |                                                                                                                                                                                                                                                                     |    |  |
|----|--------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 7  | 197972 | Packing (3mm)             | SHEET, GASKET:<br>THICKNESS: 3 MM; LENGTH:<br>2 M; WIDTH: 1.5 M; MATERIAL:<br>GRAPHITE; SUPPL P/N: 2000;<br>NONE ASBESTOS;<br>KLINGER;TOP GRAPH                                                                                                                     | EA |  |
| 8  | 247219 | B/Elevator<br>Compensator | SEAL: TYPE: CYLINDRICAL;<br>DIMENSIONS: ID 615 X WD<br>210 X THK 3 MM; MATERIAL:<br>EPDM; APPLICATION: DHP<br>BUCKET ELEVATOR;<br>REINFORCEMENT: TWO PLY<br>FLEXTRA FABRIC,<br>TEMPERATURE: 150 DEG C<br>CONTINUOUSLY & 205 DEG C<br>AT SHORT PEAKS                 | EA |  |
| 9  | 247232 | Putty                     | PUTTY: TYPE: INDUSTRIAL;<br>CONTAINER TYPE: BOX<br>CARDBOARD; CONTAINER<br>CAPACITY: 500 G; COLOR:<br>GRAY; APPLICATION: DHP<br>CASING; MANUF P/N: M639J;<br>8 MM X 40 MM                                                                                           | EA |  |
| 10 | 570519 | Seal, Gaco Split          | SEAL: TYPE: DUST;<br>DIMENSIONS: ID 110 X OD<br>135.4 X THK 9.5 MM;<br>MATERIAL: RUBBER;<br>APPLICATION: HOPPER<br>CONVEYORS; REFERENCE<br>NO: UVV-00120-799; GACO<br>SPLIT; WITH COTTON<br>REINFORCED NBR; SPRING<br>AISI 302; OPERATING TEMP: -<br>30 TO 120DEG C | EA |  |
| 11 | 633687 | Inspection Door Seals     | SEAL: TYPE: DOOR HOPPER;<br>DIMENSIONS: 19 MM;<br>MATERIAL: IMPREGNATED<br>ROPE; MANUF P/N: HNDBLR1-<br>10FFP11; DRAWING NO:<br>BH/HEN/00411 REV 0                                                                                                                  | EA |  |
| 12 | 644554 | Labyrinth seal            | SEAL, LABYRINTH: TYPE:<br>PLUMBER BLOCK;<br>DIMENSIONS: ID 160 X OD<br>220 X THK 28 MM; MATERIAL:<br>STL; APPLICATION:<br>PLUMMER BLOCK SD 3136;<br>OEM P/N: TS36                                                                                                   | EA |  |

|    |        |                    |                                                                                                                                                                                                                           |    |  |
|----|--------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 13 | 682039 | PACKING:BRAIDED    | PACKING: TYPE: BRAIDED;<br>LENGTH: 50 M; WIDTH: 20<br>MM; MATERIAL: CERAMIC<br>STAPLE FIBRE; ISOKERAM                                                                                                                     | EA |  |
| 14 | 707753 | Seal               | SEAL: TYPE: SPLIT LIP SHAFT<br>SEAL; DIMENSIONS: ID 160 X<br>OD 185.4 X THK 12.7 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION: DUST<br>HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-083                            | EA |  |
| 15 | 707777 | Seal               | SEAL: TYPE: SPLIT LIP SHAFT<br>SEAL; DIMENSIONS: ID 110 X<br>OD 135.4 X THK 99 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION: DUST<br>HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-062; SPLIT LIP SHAFT<br>SEAL NBR | EA |  |
| 16 | 756525 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 9 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |  |
| 17 | 756526 | Bypass Pipe        | 150 MM; LENGTH: 7 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING PIPE                                                                                                                        | EA |  |
| 18 | 756527 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 6 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |  |
| 19 | 756528 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 5 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |  |
| 20 | 38782  | Compensator rubber | JOINT<br>EXPSN:COMPENSATOR;SQ<br>412 MM;LG 562                                                                                                                                                                            | EA |  |

## PART C3: SCOPE OF WORK

**C3 SC3 COVER PAGE**

## C3.1: PURCHASER'S GOODS INFORMATION

### Contents

### Contents

| No | Material Number | Material Description and Text             | Material Specifications                                                                                                                                                                                                                                                                                                                                                                             | Quantities |
|----|-----------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1  | 38780           | Compensator Rubber (400SQ), CC100 - CC200 | JOINT, EXPANSION: TYPE: ASH DUCT; SIZE: SQ 810 MM; LENGTH: 960 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: COLLECTOR CONVEYOR; DRAWING NO: ESKOM 0.58/8913 REV 1; 0.58/8913 ESKOM REV 1; ASH DUCT COMPENSATOR 3F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BETWEEN COLLECTOR CONVEYOR; 960MM WD X 140MM HT; P.C.D: 910MM; 28 HOLES AT 14MM DIA | EA         |
| 2  | 38781           | Expansion Joint, 20 hole compensator      | JOINT, EXPANSION: TYPE: COMPENSATOR; SIZE: 550 MM2; LENGTH: 700 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: ASH DUCT; DRAWING NO: ESKOM 0.58/8915 REV 1; 0.58/8915 REV1 ESKOM REV 1; WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT ABOVE COLLECTOR CONVEYOR; 700 MM WD X 140 MM HT; P.C.D 650 MM; 20 HOLES AT 14 MM DIAMETER; MATERIAL 2 PLY 6 MM THK; 2F         | EA         |

|   |        |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |
|---|--------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 3 | 38783  | Compensator                                 | JOINT, EXPANSION: TYPE: BELLOW; SIZE: SQ 800 MM; LENGTH: 900 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; DRAWING NO: ESKOM 0.58/8914 REV 1; 0.58/8914 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 4F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BELOW BUNKER TOP CONVEYOR; 900MM WD X 140MM HT; P.C.D. 850MM; 32 HOLES AT 14MM DIA                                                                            | EA |
| 4 | 38784  | BE Top Compensator                          | J JOINT, EXPANSION: TYPE: ASH DUCT COMPENSATOR 5F; SIZE: WD 500 MM; LENGTH: 1.02 M; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: BUCKET ELEVATOR; DRAWING NO: ESKOM 0.58/8678 REV 1; 0.58/8678 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 5F; 500MM WD X 900MM LG; 2-PLY WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR BUCKET ELEVATOR ASH DUCT; 620MM WD X 280MM HT, P.C.D: 570MM WD X 970MM LG; 18 HOLES AT 18MM DIA; 6MM THK | EA |
| 5 | 190356 | Precipitator Conveyor ,Inspection Door seal | SEAL RNG:ID 100 MM;OD 110 MM;THK 13 MM                                                                                                                                                                                                                                                                                                                                                                                                          | EA |
| 6 | 190362 | Precipitator Conveyor ,Inspection Door seal | SEAL:PRECIP CONVEYOR INSPECTION DOOR                                                                                                                                                                                                                                                                                                                                                                                                            | EA |

|    |        |                           |                                                                                                                                                                                                                                                                     |    |
|----|--------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 7  | 197972 | Packing (3mm)             | SHEET, GASKET:<br>THICKNESS: 3 MM; LENGTH:<br>2 M; WIDTH: 1.5 M; MATERIAL:<br>GRAPHITE; SUPPL P/N: 2000;<br>NONE ASBESTOS;<br>KLINGER;TOP GRAPH                                                                                                                     | EA |
| 8  | 247219 | B/Elevator<br>Compensator | SEAL: TYPE: CYLINDRICAL;<br>DIMENSIONS: ID 615 X WD<br>210 X THK 3 MM; MATERIAL:<br>EPDM; APPLICATION: DHP<br>BUCKET ELEVATOR;<br>REINFORCEMENT: TWO PLY<br>FLEXTRA FABRIC,<br>TEMPERATURE: 150 DEG C<br>CONTINUOUSLY & 205 DEG C<br>AT SHORT PEAKS                 | EA |
| 9  | 247232 | Putty                     | PUTTY: TYPE: INDUSTRIAL;<br>CONTAINER TYPE: BOX<br>CARDBOARD; CONTAINER<br>CAPACITY: 500 G; COLOR:<br>GRAY; APPLICATION: DHP<br>CASING; MANUF P/N: M639J;<br>8 MM X 40 MM                                                                                           | EA |
| 10 | 570519 | Seal, Gaco Split          | SEAL: TYPE: DUST;<br>DIMENSIONS: ID 110 X OD<br>135.4 X THK 9.5 MM;<br>MATERIAL: RUBBER;<br>APPLICATION: HOPPER<br>CONVEYORS; REFERENCE<br>NO: UVV-00120-799; GACO<br>SPLIT; WITH COTTON<br>REINFORCED NBR; SPRING<br>AISI 302; OPERATING TEMP: -<br>30 TO 120DEG C | EA |
| 11 | 633687 | Inspection Door Seals     | SEAL: TYPE: DOOR HOPPER;<br>DIMENSIONS: 19 MM;<br>MATERIAL: IMPREGNATED<br>ROPE; MANUF P/N: HNDBLR1-<br>10FFP11; DRAWING NO:<br>BH/HEN/00411 REV 0                                                                                                                  | EA |
| 12 | 644554 | Labyrinth seal            | SEAL, LABYRINTH: TYPE:<br>PLUMBER BLOCK;<br>DIMENSIONS: ID 160 X OD<br>220 X THK 28 MM; MATERIAL:<br>STL; APPLICATION:<br>PLUMMER BLOCK SD 3136;<br>OEM P/N: TS36                                                                                                   | EA |

|    |        |                    |                                                                                                                                                                                                                           |    |
|----|--------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 13 | 682039 | PACKING:BRAIDED    | PACKING: TYPE: BRAIDED;<br>LENGTH: 50 M; WIDTH: 20<br>MM; MATERIAL: CERAMIC<br>STAPLE FIBRE; ISOKERAM                                                                                                                     | EA |
| 14 | 707753 | Seal               | SEAL: TYPE: SPLIT LIP SHAFT<br>SEAL; DIMENSIONS: ID 160 X<br>OD 185.4 X THK 12.7 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION: DUST<br>HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-083                            | EA |
| 15 | 707777 | Seal               | SEAL: TYPE: SPLIT LIP SHAFT<br>SEAL; DIMENSIONS: ID 110 X<br>OD 135.4 X THK 99 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION: DUST<br>HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-062; SPLIT LIP SHAFT<br>SEAL NBR | EA |
| 16 | 756525 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 9 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |
| 17 | 756526 | Bypass Pipe        | 150 MM; LENGTH: 7 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING PIPE                                                                                                                        | EA |
| 18 | 756527 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 6 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |
| 19 | 756528 | Bypass Pipe        | PIPE: INSIDE DIAMETER: 150<br>MM; LENGTH: 5 M; MATERIAL:<br>REINFORCED RUBBER;<br>ENDS: FLANGED; TYPE: ASH<br>CONVEYING PIPE                                                                                              | EA |
| 20 | 38782  | Compensator rubber | JOINT<br>EXPSN:COMPENSATOR;SQ<br>412 MM;LG 562                                                                                                                                                                            | EA |

## SCOPE OF WORK

## **Introduction**

*Eskom, Matimba Power Station Management has decided to outsource the supply and delivery of DHP plant drives to an experienced, well-established, and qualified Service Provider.*

*This document describes the detail of the applicable requirements, scope of work, specifications, terms & conditions as well as the criteria to qualify for the tender.*

## **Supporting Clauses**

### **Scope**

*This document sets out the detailed User Scope of Work requirements necessary for All plant Maintenance Services.*

### **Purpose**

*The purpose of this document is to define a User Scope of Work requirement based on which a supply contract will be established between the Employer and the supplier.*

*Matimba Power Station is expected to perform at EAF>85, PCLF<8 and UCLF<5, and the supplied material must support this requirement.*

*It is therefore imperative that the successful and suitably qualified supplier aligns their company fully to these specified user supply requirements scope of work.*

### **Applicability**

*This document shall apply to the user requirements of supply of DHP plant drives to Matimba Power Station.*

### **Effective date**

*The effective date of this document is as per the date and signature of the authorizer, as indicated on the cover page.*

## **Normative/Informative References**

*Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.*

### **Normative**

[1] ISO 9001 Quality Management Systems.

[2] 32 – 1034: Procurement and Supply Chain Management Procedure

[3] 32- Preferential Procurement Policy Framework Act 5 of 2000

### Informative

- [1]. 240-62072907: Eskom Delegation of Authority Policy.
- [2]. 240-165040111: Supplier Terms Policy
- [3]. 32-1033: Procurement and Supply chain Management Policy
- [4]. 240-141007195: Electronic Signature usage Policy
- [5]. 240-156280553: Procedure for signing documentation electronically using the Eskom electronic signing system.
- [6]. 240-168966153: Generation Tender Technical Evaluation Procedure

### Definitions

- 2.3.1. *Ad hoc: A solution designed for a specific problem or task, non-generalizable, and not intended to be able to be adapted to other purposes.*
- 2.3.2. *Contractor: Partnership agreements and service provider contracted for supplying specific service/goods to Eskom Generation Matimba Power Station.*
- 2.3.3. *Controlled Disclosure: Controlled disclosure to external parties (either enforced by law, or discretionary.*
- 2.3.4. *Employer: Eskom or Eskom Generation, Matimba Power Station.*
- 2.3.5. *Parties: The Employer and the Contractor.*
- 2.3.6. *Supply Manager: The Employer's representative in regard to the supply contract agreement.*
- 2.3.7. *Task Order: The Service Manager's instruction to perform a task. SAP PM orders will also be used as task orders.*

### Abbreviations

| Abbreviation | Description                      |
|--------------|----------------------------------|
| NECSC        | Supply Contract Document         |
| NEC3         | New Engineering Contract         |
| URS          | User Requirement Specification.  |
| CFT          | Cross Functional Team            |
| OEM          | Original Equipment Manufacturer. |
| PCM          | Process Control Manual.          |
| PDF          | Portable Document Format.        |
| QCP          | Quality Control Plan.            |

|     |                                 |
|-----|---------------------------------|
| SAP | Systems, Applications Products. |
| TET | Technical Evaluation Team       |
| SME | Subject Matter Expert           |
|     |                                 |

## **Roles and Responsibilities**

### ***Supply Manager***

- 1. Co-ordinating and Manage contract budget and expenses.*
- 2. Ensures that the service provider operates within the budget.*
- 3. Communicate technical interface between Eskom and the service provider.*
- 4. Review, verify and approve receipt of services or deliverables from the goods supplier.*
- 5. Manage and maintain records and correspondence between the employer and service provider.*
- 6. Ensures that the service provider comply with the terms and conditions of the contract.*
- 7. Keep the records of the contract for history and audit purposes.*

### ***Contractor***

- 1. Supply of spares service to the Employer in accordance with Matimba Power Station procurement process as per spares URS.*
- 2. Ensure that quality of spares delivered in Process for Monitoring in accordance to the Scope of Work as stipulated within Matimba Power Station spares URS.*
- 3. The supplier shall ensure that all spares are accompanied by their related user specification as per their URS.*

## **Process of Monitoring**

*On delivery of spares to Matimba Power station main stores, items will be subjected to quality control (QC) by an End User to ensure that description of delivered items complies with that of the order.*

## **Related/Supporting Documents**

*[1]. NEC 3 Supply Contract.*

## **Document Content**

### **General**

#### **Adherence to Eskom General Policies & Standards**

*The Supplier shall ensure that their Employees delivering spares to site comply with Eskom's policies and site regulations and Eskom's Life Saving Rules.*

#### **Quality Standard**

*The Supplier shall ensure that the quality of spares delivered to Matimba is as per the ISO 9001 Standard to support Matimba's objective of improving performance.*

#### **Document Control**

*All contractual communication between the Employer and Supplier shall be in written format accompanied by an official letterhead and signed by the authorised Parties.*

*All attached documentation shall be in the format of Microsoft Word/ Excel and/ or Power Point.*

*All contractual communication letterheads and attached documentation shall be electronically mailed as per PDF format.*

#### **Contractual Meetings**

*a) ADHOC Meetings can be scheduled and agreed upon*

#### **Correspondence**

*All verbal and non – verbal communication between the Employer and Supplier shall be communicated in an electronic format which can be read or copied.*

#### **Task Order**

*The Contractor shall by no means carry out any maintenance work in terms of the Scope of Work Information, without the approval of the Employer.*

*The Contractor shall by no means carry out any maintenance work in terms of the Scope of Work Information, without the approval an official SAP Task Order Number being supplied by the Employer to the Contractor*

#### **Scope of Work Information**

#### **Supply & delivery of DHP Auxiliary spares**

| No | Material Number | Material Description and Text             | Material Specifications                                                                                                                                                                                                                                                                                                                                                                             | Quantities |
|----|-----------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1  | 38780           | Compensator Rubber (400SQ), CC100 - CC200 | JOINT, EXPANSION: TYPE: ASH DUCT; SIZE: SQ 810 MM; LENGTH: 960 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: COLLECTOR CONVEYOR; DRAWING NO: ESKOM 0.58/8913 REV 1; 0.58/8913 ESKOM REV 1; ASH DUCT COMPENSATOR 3F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BETWEEN COLLECTOR CONVEYOR; 960MM WD X 140MM HT; P.C.D: 910MM; 28 HOLES AT 14MM DIA | 12         |
| 2  | 38781           | Expansion Joint, 20 hole compensator      | JOINT, EXPANSION: TYPE: COMPENSATOR; SIZE: 550 MM2; LENGTH: 700 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: ASH DUCT; DRAWING NO: ESKOM 0.58/8915 REV 1; 0.58/8915 REV1 ESKOM REV 1; WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT ABOVE COLLECTOR CONVEYOR; 700 MM WD X 140 MM HT; P.C.D 650 MM; 20 HOLES AT 14 MM DIAMETER; MATERIAL 2 PLY 6 MM THK; 2F         | 200        |

|   |        |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |
|---|--------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 3 | 38783  | Compensator                                 | JOINT, EXPANSION: TYPE: BELLOW; SIZE: SQ 800 MM; LENGTH: 900 MM; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; DRAWING NO: ESKOM 0.58/8914 REV 1; 0.58/8914 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 4F; 2-PLY 6MM THK WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR ASH DUCT BELOW BUNKER TOP CONVEYOR; 900MM WD X 140MM HT; P.C.D. 850MM; 32 HOLES AT 14MM DIA                                                                            | 400 |
| 4 | 38784  | BE Top Compensator                          | J JOINT, EXPANSION: TYPE: ASH DUCT COMPENSATOR 5F; SIZE: WD 500 MM; LENGTH: 1.02 M; CONNECTION: FLANGE; MATERIAL: EPDM GLASS REINFORCED; APPLICATION: BUCKET ELEVATOR; DRAWING NO: ESKOM 0.58/8678 REV 1; 0.58/8678 REV2 ESKOM REV 1; ASH DUCT COMPENSATOR 5F; 500MM WD X 900MM LG; 2-PLY WITH HOT SPLICE AND HOT MOULDED CORNERS; FOR BUCKET ELEVATOR ASH DUCT; 620MM WD X 280MM HT, P.C.D: 570MM WD X 970MM LG; 18 HOLES AT 18MM DIA; 6MM THK | 150 |
| 5 | 190356 | Precipitator Conveyor ,Inspection Door seal | SEAL RNG:ID 100 MM;OD 110 MM;THK 13 MM                                                                                                                                                                                                                                                                                                                                                                                                          | 150 |
| 6 | 190362 | Precipitator Conveyor ,Inspection Door seal | SEAL:PRECIP CONVEYOR INSPECTION DOOR                                                                                                                                                                                                                                                                                                                                                                                                            | 500 |

|    |        |                           |                                                                                                                                                                                                                                                                       |      |
|----|--------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 7  | 197972 | Packing (3mm)             | SHEET, GASKET:<br>THICKNESS: 3 MM;<br>LENGTH: 2 M; WIDTH: 1.5<br>M; MATERIAL: GRAPHITE;<br>SUPPL P/N: 2000; NONE<br>ASBESTOS; KLINGER;TOP<br>GRAPH                                                                                                                    | 500  |
| 8  | 247219 | B/Elevator<br>Compensator | SEAL: TYPE: CYLINDRICAL;<br>DIMENSIONS: ID 615 X WD<br>210 X THK 3 MM;<br>MATERIAL: EPDM;<br>APPLICATION: DHP<br>BUCKET ELEVATOR;<br>REINFORCEMENT: TWO<br>PLY FLEXTRA FABRIC,<br>TEMPERATURE: 150 DEG C<br>CONTINUOUSLY & 205<br>DEG C AT SHORT PEAKS                | 500  |
| 9  | 247232 | Putty                     | PUTTY: TYPE: INDUSTRIAL;<br>CONTAINER TYPE: BOX<br>CARDBOARD; CONTAINER<br>CAPACITY: 500 G; COLOR:<br>GRAY; APPLICATION: DHP<br>CASING; MANUF P/N:<br>M639J; 8 MM X 40 MM                                                                                             | 200  |
| 10 | 570519 | Seal, Gaco Split          | SEAL: TYPE: DUST;<br>DIMENSIONS: ID 110 X OD<br>135.4 X THK 9.5 MM;<br>MATERIAL: RUBBER;<br>APPLICATION: HOPPER<br>CONVEYORS; REFERENCE<br>NO: UVV-00120-799; GACO<br>SPLIT; WITH COTTON<br>REINFORCED NBR;<br>SPRING AISI 302;<br>OPERATING TEMP: -30 TO<br>120DEG C | 150  |
| 11 | 633687 | Inspection Door Seals     | SEAL: TYPE: DOOR<br>HOPPER; DIMENSIONS: 19<br>MM; MATERIAL:<br>IMPREGNATED ROPE;<br>MANUF P/N: HNDBLR1-<br>10FFP11; DRAWING NO:<br>BH/HEN/00411 REV 0                                                                                                                 | 5000 |
| 12 | 644554 | Labyrinth seal            | SEAL, LABYRINTH: TYPE:<br>PLUMBER BLOCK;<br>DIMENSIONS: ID 160 X OD<br>220 X THK 28 MM;<br>MATERIAL: STL;<br>APPLICATION: PLUMMER<br>BLOCK SD 3136; OEM P/N:<br>TS36                                                                                                  | 120  |

|    |        |                    |                                                                                                                                                                                                                              |     |
|----|--------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 13 | 682039 | PACKING:BRAIDED    | PACKING: TYPE: BRAIDED;<br>LENGTH: 50 M; WIDTH: 20<br>MM; MATERIAL: CERAMIC<br>STAPLE FIBRE; ISOKERAM                                                                                                                        | 480 |
| 14 | 707753 | Seal               | SEAL: TYPE: SPLIT LIP<br>SHAFT SEAL;<br>DIMENSIONS: ID 160 X OD<br>185.4 X THK 12.7 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION:<br>DUST HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-083                            | 60  |
| 15 | 707777 | Seal               | SEAL: TYPE: SPLIT LIP<br>SHAFT SEAL;<br>DIMENSIONS: ID 110 X OD<br>135.4 X THK 99 MM;<br>MATERIAL: STAINLESS<br>STEEL; APPLICATION:<br>DUST HANDLING PLANT;<br>REFERENCE NO: UKXN-<br>44009-062; SPLIT LIP<br>SHAFT SEAL NBR | 300 |
| 16 | 756525 | Bypass Pipe        | PIPE: INSIDE DIAMETER:<br>150 MM; LENGTH: 9 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING<br>PIPE                                                                                              | 48  |
| 17 | 756526 | Bypass Pipe        | 150 MM; LENGTH: 7 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING<br>PIPE                                                                                                                        | 48  |
| 18 | 756527 | Bypass Pipe        | PIPE: INSIDE DIAMETER:<br>150 MM; LENGTH: 6 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING<br>PIPE                                                                                              | 48  |
| 19 | 756528 | Bypass Pipe        | PIPE: INSIDE DIAMETER:<br>150 MM; LENGTH: 5 M;<br>MATERIAL: REINFORCED<br>RUBBER; ENDS: FLANGED;<br>TYPE: ASH CONVEYING<br>PIPE                                                                                              | 48  |
| 20 | 38782  | Compensator rubber | JOINT<br>EXPSN:COMPENSATOR;SQ<br>412 MM;LG 562                                                                                                                                                                               | 400 |