



NEC3 Supply Contract (SC3)

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

and [Insert at award stage]
(Reg No. _____)

for **The Supply and delivery of Outside Plant Spares at
Kriel Power Station over for 5 years (60 months)
period**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

The Supply and delivery of Outside Plant Spares at Kriel Power Station over for 5 years (60 months) period

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

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.

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 _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages X17: Low performance damages X20: Key Performance Indicators
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	017 615 2307
	Fax No.	-
10.1	The <i>Supply Manager</i> is (name):	Collen Mathebula
	Address	Eskom Kriel Power station
	Tel	013 295 9350
	Fax	-
	e-mail	Collen Mathebula <MathebCI@eskom.co.za>
11.2(13)	The <i>services</i> are	The Supply and delivery of Outside Plant Spares at Kriel Power Station over for 5 years (60 months) period
11.2(14)	The following matters will be included in the Risk Register	People; Quality and SHEQ

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

11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 (One) weeks	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	To be confirmed	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]	
4	Testing and defects		
42	The <i>defects date</i> is	1 (One) week after Delivery.	
43.2	The <i>defect correction period</i> is	1 (One) week	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25 day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	4 (four) weeks.	
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters</p>	

		Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	As stated in C3.1 <i>Purchaser's</i> Goods Information
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	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
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:	Total of the prices
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	Total of the prices
88.5	The <i>end of liability date</i> is	[•] years after Delivery of the whole of the goods and services.
9	Termination and dispute	

resolution

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

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		

X2	Changes in the law		
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
X13	Performance bond		
X13.1	The amount of the performance bond is	R [•]	
X14	Advanced payment to the <i>Supplier</i>		
X14.1	The amount of the advanced payment is	R[•].	
X14.2	An advanced payment bond	is /is not required.	
X14.3	The <i>Supplier</i> repays the instalments in assessments starting not less than	[•] weeks after the Contract Date.	
X14.3	The instalments are	R[•] (either an amount or a percentage of the payment otherwise due)	
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months	
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the

Supply Manager giving an instruction, changing an earlier decision or correcting an assumption”.

Z9 Purchaser’s limitation of liability

- Z9.1 The *Purchaser’s* liability to the *Supplier* for the *Supplier’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier’s* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser’s* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

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

- 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.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

- | | | |
|------------------------|-------------|---|
| Insurance cover | 84 | |
| | 84.1 | When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force. |
| | 84.2 | The <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

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

Z 13.2 Replace core clause 87 with the following:

**Insurance by
the *Purchaser***

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

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

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

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

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

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. 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 , (in words)												
11.2(12)	The <i>price schedule</i> 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 and services</i> is:	<table><thead><tr><th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td>[•]</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td><td>[•]</td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

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

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

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

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

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

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

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

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

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

I/We the undersigned

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

of physical address

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

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

Signed at _____ on this _____ day of _____ 20__

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No. _____

Date: _____

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none">the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, orthe date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

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

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

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

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

--	--

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank ref no. [●]

Date: [●]

Dear Sirs,

Advanced Payment Bond for Contract No. [●]

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

Eskom Holdings SOC Ltd

(the *Purchaser*) and

{Insert registered name and address of the *Supplier*}

(the *Supplier*), for

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

(the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment bond.

4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

The supply of Control and Instrumentation equipment as stock items for Outside plant Non-OEM Spares for a period of five (5) years to Kriel Power Station						
Item No.	Description	Material No	Unit	Qty	Rate	Amount
1	NUT HEX:0BA;1 MM;7/32 IN;BRS;C10100	1155	Each	1 032		
2	TAPE ELECT:WD 18 MM;LG 20 M;VINYL;BLACK	10142	Each	1 507		
3	GLAND CBL:ELECTRICAL;BW 0;SS	10909	Each	250		
4	TIE CBL:SELF LOCKING;50 MM;WD 4.7 MM;15	11460	Each	800		
5	TIE CBL:SELF LOCKING;18 MM;WD 2.5 MM;15	11461	Each	800		
6	GLAND CBL:NO 0;SS;COMPRESSION	11492	Each	934		
7	CABLE ELECT:1.5 MM2;CABTYRE;3 CORE, CU	14849	Each	900		
8	CLOTH:CLEANING;COTTON	16814	Each	500		
9	CHAIN:WELD;ID 5.5 X OD 22.4 MM;STL;LG 30	39357	Each	2 655		
10	ROPE WRE:3 MM;6X6F;STL GALV;4.7 KNM	39358	Each	1 000		

11	CLAMP WRE ROPE:U-BOLT;5 MM;STL GALV	39605	Each	140		
12	PIPE MTLC:15 MM;CS ASTM A106;LG 6 M;2.77	55577	Each	96		
13	PIPE MTLC:32 MM;CS ASTM A106;LG 6 M;3.56	55580	Each	66		
14	TEE PIPE:8 MM;FBSP;STL;4.6;BS 1740	57142	Each	35		
15	TEE PIPE:15 MM;FBSP;STL;4.6;BS 1740	57145	Each	60		
16	TEE PIPE:25 MM;FBSP;STL;BS 1740	57147	Each	35		
17	ADAPTOR PIPE:15 MM;BSP;10 MM;FBSP;MI	57190	Each	243		
18	ADAPTOR PIPE:15 MM;BSP;8 MM;FBSP;MI	57191	Each	161		
19	BEND, PIPE:OD 8 MM;SOCKET X NPT;STL;90	57194	Each	45		
20	PLUG PIPE:25 MM;SQ;NPT;STL	57274	Each	129		
21	REDUCER PIPE:CONCENTRIC BELL;8 X 6 MM	57336	Each	63		
22	NIPPLE PIPE:BARREL;ID 6 MM;LG 32 MM;NPT	57343	Each	109		
23	NIPPLE PIPE:BARREL;ID 8 MM;LG 38 MM;THD	57344	Each	160		
24	NIPPLE PIPE:BARREL;ID 15 MM;LG 51 MM;THD	57345	Each	330		
25	NIPPLE PIPE:BARREL;ID 10 MM;LG 38 MM;THD	57346	Each	169		

26	NIPPLE PIPE:BARREL;ID 25 MM;LG 65 MM;THD	57348	Each	333		
27	CLAMP HOSE:ID 22-10 MM;SS;WORM DRIVE	57505	Each	364		
28	CLAMP HOSE:ID 38-17 MM;SS;WORM DRIVE	57508	Each	610		
29	CLAMP HOSE:STAINLESS STEEL;ID 32-14 MM	57510	Each	301		
30	CLAMP HOSE:ID 17-6 MM;STL;WORM	57513	Each	190		
31	ADAPTOR TUBE-PIPE:1/2 IN;COMPRESSION;NPT	58269	Each	21		
32	ELBOW PIPE REDCR:6 MM X 1/4 IN;NPT;SS	59097	Each	4		
33	UNION TUBE:1/2 IN;BRS;COMPRESSION	60361	Each	11		
34	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60436	Each	16		
35	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60437	Each	48		
36	ADAPTOR TUBE-PIPE:12 MM;COMPRESSION;NPT	60438	Each	10		
37	ADAPTOR TUBE-PIPE:12 MM;COMPRESSION;NPT	60440	Each	14		
38	UNION TUBE:12 MM;STL;COMPRESSION	60445	Each	12		
39	UNION TUBE:12 MM;STL;COMPRESSION	60446	Each	15		
40	ADAPTOR TUBE-PIPE:14 MM;COMPRESSION;THD	60452	Each	2		

41	ADAPTOR TUBE-PIPE:14 MM;COMPRESSION;FNPT	60490	Each	2 000		
42	ADAPTOR TUBE-PIPE:10 MM;COMPRESSION;NPT	60507	Each	9		
43	UNION TUBE:10 MM;SS;COMPRESSION	60509	Each	22		
44	UNION TUBE:16 MM;BRS;COMPRESSION	60563	Each	502		
45	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60575	Each	4		
46	ADAPTOR TUBE-PIPE:3/8 IN;COMPRESSION;NPT	60578	Each	51		
47	COUPLER TUBE:QUICK DISCONNECT SNAPON;SS	60596	Each	28		
48	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	61225	Each	65		
49	ADAPTOR TUBE-PIPE:8 MM;COMPRESSION;NPT	61229	Each	35		
50	ADAPTOR TUBE-PIPE:3/8 IN;COMPRESSION;NPT	61231	Each	45		
51	VALVE GATE:6 MM;WEDGE;THD;BRS;BRS;MANUAL	63531	Each	10		
52	HOOD:TERMINAL;DIA 60 X LG 43 MM;AL	65789	Each	14		
53	INSERT:MALE PLUG;43.12.06.40	65791	Each	27		
54	ACTUATOR PNEUM	66553	Each	10		
55	REGULATOR FLTR:AL;240-700 KPA;35-100 PSI	74188	Each	20		

56	SCREW MACH:0BA;LG 25 MM;CHEESE SLOTTED	80425	Each	6 080		
57	SCREW MACH:0BA;LG 50 MM;0BA;BRS;8.8	80472	Each	2 610		
58	SCRW SET:M5;0.8 MM;20 MM;SOCKET HEX;STL	82774	Each	20		
59	SCREW CAP:M6;LG 25 MM;1 MM;SOCKET HEX	82777	Each	742		
60	O RING:ID 28.17 MM;WD 3.53 MM;RUBBER	100107	Each	9		
61	HINGE:BUTT;WD 33 X LG 50 X THK 1 MM;STL	108510	Each	22		
62	PADLOCK:KEY;8.8 MM;50 MM;BRS;25 MM;25 MM	108720	Each	300		
63	TIE CBL:SELF LOCKING;WD 4.7 MM;LG 305 MM	108843	Each	800		
64	CLOTH ABRVS:SAND;100;50 MM;LG 50 M;RESIN	109469	Each	600		
65	FUSE CARTD:500 MA;250 VAC;FERRULE;GLASS	117274	Each	120		
66	FUSE CARTD:2 A;250 VAC;FERRULE;GLASS	117284	Each	120		
67	SWITCH PRXMY:12-48 VAC/DC;SPST;1NO	121639	Each	75		
68	SWITCH PUSHBTN:GREEN;24 VAC 50 HZ;SPST	122630	Each	4		
69	SWITCH PUSHBTN:RED;24 VAC 50 HZ;SPST	122631	Each	10		
70	SWITCH LVL:FLOAT;250 VAC;2 A	122666	Each	10		

71	SWITCH LVL:MAGNETIC FLOAT;90 DEG C;220;3	122690	Each	10		
72	SWITCH LMT:500 VAC;10 A;ROLLER LEVER	122739	Each	41		
73	SWITCH LMT:125/250/480 VAC;15 A;SPST	122746	Each	19		
74	CONN COMM:BANANA PLUG;4 MM	124234	Each	20		
75	CONN COMM:BANANA PLUG	124235	Each	20		
76	BLOCK TRMNL:380 VAC;6 A;6 MM2;12;WD 18	124497	Each	590		
77	BLOCK TRMNL:380 VAC;16 A;12 MM2;12;WD 22	124516	Each	2 006		
78	CONN LUG:INSULATED BLUE;2.5 MM2;M4;FORK	124702	Each	2 350		
79	CONN LUG:INSULATED RED;2 MM2;M4;PIN;PVC	124997	Each	1 550		
80	CONN LUG:INSULATED BLUE;2 MM2;M4;PIN;PVC	124998	Each	4 580		
81	SOLENOID ELECT:VALVE;24 V	126382	Each	250		
82	SOLENOID ELECT:VALVE;24 V	126400	Each	200		
83	RELAY:24 VDC;3NO 3NC;10 A;3PST;PANEL	127630	Each	8		
84	MODULE:NUCLEONIC LEVEL TRANSMITTER	133554	Each	8		
85	TRANSMITTER PRESS:4-400 BAR	134182	Each	6		
86	TRANSMITTER DP:6-600 MBAR;O/P 3.55-23 MA	134183	Each	5		

87	CONDUIT:FLEXIBLE;12 MM;LG 30 M;PLAIN	136467	Each	50		
88	ADAPTOR CNDT:FLEXIBLE;12 MM;NPT;16 MM;SS	136468	Each	30		
89	GLAND CBL:NO 3;BRS CD PLTD;COMPRESSION	136569	Each	100		
90	GLAND CBL:NO 2;BRS CD PLTD;COMPRESSION	136816	Each	50		
91	GLAND CBL:COMPRESSION;NO 1;COMPRESSION	136817	Each	340		
92	BOX CNDT OUTL:DIA 135 X DP 67 MM;AL	137124	Each	16		
93	BOX CNDT OUTL:CABLE;DIA 135 X DP 65 MM	137125	Each	7		
94	CLIP ELECT:CROCODILE;LG 30 MM;RED;4 MM2	139027	Each	4		
95	BATT DCELL:ALKALINE;1.5 VDC;AA;FLAT PIN	144646	Each	3 500		
96	BATT DCELL:ALKALINE;1.5 VDC;C	144647	Each	490		
97	BATT DCELL:ALKALINE;1.5 VDC;D;D	144652	Each	3 500		
98	BATT DCELL:ALKALINE;1.5 VDC;AAA	144659	Each	7 282		
99	BATT DCELL:ALKALINE;9 VDC	144660	Each	611		
100	CABLE ELECT:1.5 MM2;CABTYRE;PVC;PVC	144755	Each	2 501		
101	LAMP INCNDCT:INDICATING;1.2 W;24 V;BA95	146608	Each	4		

102	GAUGE PRESS:0-6 MPA;114 MM;NPT;1/4 IN	147625	Each	5		
103	GAUG CMPD:-100 TO 900 KPA;100 MM;NPT;1/4	147630	Each	23		
104	TRANSDUCER:CURRENT TO PRESSURE;I/P 4-20	148948	Each	5		
105	SENSOR VBRTN:DIA 7 X LG 30 MM	148959	Each	5		
106	MODULE:SEQUENCE CONTROL;214A332B	150373	Each	2		
107	ANALYZER GAS:ZIRCONIUM OXYGEN	150919	Each	4		
108	THERMOCOUPLE:J;6 MM;350 MM;0-1000 DEG C	153901	Each	14		
109	THERMOCOUPLE:J;6 MM;250 MM;20-700 DEG C	153902	Each	12		
110	GAUGE PRESS:0-800 KPA;50 MM;BSP;1/4 IN	154217	Each	1		
111	CLIP ELECT:CROCODILE;LG 55 MM;BLACK;4	139026	Each	5		
112	UNIT:MEASURING	155553	Each	2		
113	GAUGE PRESS:0-250 KPA;100 MM;NPT;1/2 IN	155561	Each	6		
114	DETECTOR RT:275 MM;2;SS;6 MM;RTD6X275MM	155576	Each	1		
115	THERMOCOUPLE:J;8 MM;340 MM;20-700 DEG C	155579	Each	14		
116	CABLE CMPNSTNG:J;PVC;1 MM ² ;CU	155588	Each	4		
117	GAUGE PRESS:0-4000 KPA;114 MM;NPT;1/2 IN	155619	Each	6		

118	GAUGE PRESS:0-6000 KPA;63 MM;NPT;1/4 IN	155644	Each	80		
119	DETECTOR RT:DUP;2;SS;RTD6X70MM	155650	Each	4		
120	THERMOCOUPLE:K;4.5 MM;6 M;SS GR 316	155685	Each	63		
121	THERMOCOUPLE:K;4.5 MM;4 M;0-1100 DEG C;2	155700	Each	9		
122	TAPE ADHSV:MASKING;WD 48 MM X LG 50 M	158575	Each	310		
123	TAPE ADHSV:DEMARICATION;PVC;YELLOW GOLDEN	158749	Each	9		
124	BRUSH WRE:WELDER;30 MM;STL;WOOD	159645	Each	4		
125	SOLVENT:ELECTRONIC CLEANER;CAN 250 G	159860	Each	205		
126	PLUG ELECT:1;3;CEW-G14	150269	Each	3		
127	CLEANER:CONTACT ANTI RUST;AEROSOL	160171	Each	2 500		
128	COMPOUND CAULKG:SI RUBBER;GRAY;781	160187	Each	201		
129	ADHESIVE:SUPERGLUE;BOTTLE PLASTIC 20 G	160269	Each	1 234		
130	GLOVE WLDR:12;LG 300 MM;PIG SKIN;BEIGE	160727	Each	4		
131	PENETRANT:FLUID;CAN 350 ML	161470	Each	200		
132	MODULE:CONTROL MODULE;O/P 4-20 MA	184269	Each	12		

133	SOLVENT:ELEC CLNR;25 L	194331	Each	600		
134	TRANSMITTER TEMP:0-120 DEG C;O/P 4-20 MA	207798	Each	18		
135	TRANSMITTER PRESS:0-4 BAR;O/P 4-20 MA;24	207799	Each	10		
136	TRANSMITTER PRESS:0-10 BAR;O/P 4-20 MA	207800	Each	10		
137	TRANSMITTER PRESS:0-100 BAR;O/P 4-20 MA	207801	Each	2		
138	MODULE:INTERFACE;24 V DC	207807	Each	4		
139	MODULE:INTERFACE;24 V DC	207809	Each	4		
140	MODULE:DIGITAL OUTPUT;O/P 24 VDC 0.5 A	207810	Each	6		
141	MODULE:DIGITAL INPUT;I/P 24 VDC;24 V DC	207821	Each	4		
142	MODULE:ANALOG INPUT;I/P 4-20 MA;O/P 0-20	207822	Each	4		
143	MODULE:ANALOG OUTPUT;O/P 4-20 MA;24 V DC	207823	Each	1		
144	SWITCH PRXMY:24-240 VAC/DC;1NO	207824	Each	10		
145	TUBING:ID 13 MM;OD 17.6 MM;LG 50 M	207825	Each	180		
146	TUBING:ID 6 MM;OD 8 MM;LG 50 M;PLASTIC	207826	Each	1 290		
147	TEE TUBE ADPTR:8 MM;PUSH IN;PLASTIC	207830	Each	260		
148	ADAPTOR TUBE-PIPE:13 MM;COMPRESSION;THD	207851	Each	114		

149	TEE TUBE ADPTR:8 MM X 1/4 IN;PUSH IN;NPT	207852	Each	90		
150	ELBOW TUBE ADPTR:8 MM;COMPRESSION;90 DEG	207853	Each	326		
151	ADAPTOR TUBE-PIPE:13 MM;COMPRESSION;THD	207854	Each	360		
152	ADAPTOR TUBE-PIPE:8 MM;COMPRESSION;THD	207855	Each	520		
153	ADAPTOR TUBE-PIPE:8 MM;PUSH IN;1/4 IN;SS	207856	Each	250		
154	ELBOW TUBE ADPTR:6 MM;COMPRESSION;BSP;90	211008	Each	300		
155	METER FLW:LIQD;FLANGE RF 1 IN;0-100 PCT	211411	Each	3		
156	CONVERTER SGNL:FLOW TO CURRENT;O/P 0-100	211412	Each	4		
157	PIECE:DISTANCE SPACER;OD 250 X WD 75 MM	211414	Each	4		
158	THERMOCOUPLE:K;3 MM;375 MM;18-1200 DEG C	211972	Each	10		
159	MODULE:ANALOG INPUT;24 V DC	220637	Each	3		
160	ELECTRODE:GLASS;PH MEASURING	227356	Each	4		
161	BRUSH WRE:WELDER;30 MM;SS;WOOD	229624	Each	216		
162	MODULE:SIMATIC SEPARATOR;S7-300 PLC	234022	Each	4		
163	ACTUATOR ELEC:60 NM;11 RPM;380 V;0;0.09	234152	Each	1		

164	HUB NETW:RGL-N SIMATIC ETHERNET SWITCH	245577	Each	4		
165	MODULE:SIMATIC PROFIBUS	245586	Each	1		
166	GAUGE PRESS:0-400 KPA;63 MM;1/4 IN;SS	251883	Each	53		
167	THERMOCOUPLE:K;6 MM;350 MM;0-300 DEG C;2	565478	Each	11		
168	THERMOCOUPLE:K;6 MM;220 MM;0-300 DEG C;2	565481	Each	36		
169	ADAPTOR TUBE-PIPE:6 MM;COMPRESSION;NPT	578184	Each	16		
170	SWITCH PULL:COMBO;24 VDC;35 MA;2NO 2NC	579208	Each	5		
171	DRIVE:POTENTIOMETER	582161	Each	4		
172	PANEL CTRL:6AV2124-0GC01-0AX0	602214	Each	3		
173	SWITCH SPD:24 VDC;4-20 MA;1-5 M/S	611884	Each	3		
174	TUBE MTLC:20 MM;1.6 MM;LG 6 M;SS GR 316	611934	Each	8		
175	MODULE PWR SUP:SITOP MODULAR;I/P 230 VAC	620682	Each	1		
176	MANIFOLD VLV:2 WAY;1/1 IN;8 BAR;AL	622606	Each	30		
177	POSITIONER VLV:ELECTROPNEUMATIC;800 KPA	651925	Each	12		
178	PLATE:CARRIAGE BEARING;WD 64.5 X LG 110	657781	Each	26		

179	VALVE NDL:1/2 IN;400 BAR;75 DEG C;BW;0.4	658640	Each	2		
180	MODULE:DIGITAL OUTPUT;I/P 24 VDC	659565	Each	4		
181	MODULE:32 DIGITAL INPUT;I/P 24 VDC	659566	Each	8		
182	MODULE:ANALOG OUTPUT;I/P 4-20 MA;24 V DC	659728	Each	4		
183	MODULE:ANALOG INPUT;I/P 4-20 MA;24 V DC	659729	Each	3		
184	MODULE:ANALOG INPUT;I/P 4-20 MA;24 V DC	659730	Each	2		
185	SPRING:ELECTRODE;7G68	110419	Each	32		
186	TRANSMITTER FLW:PROSONIC-91;4-20 MA;24 V	662312	Each	10		
187	TRANSMITTER FLW:PROSONIC;4-20 MA;24 V	662313	Each	10		
188	MODULE:PLC/CPU;I/P 24 VDC;4-20 MA	662322	Each	5		
189	POCKET:THERMOCOUPLE;650 MM	685040	Each	10		
190	TRANSMITTER LVL:0-1000 MM;O/P 4-20 MA	700979	Each	10		
191	TRANSMITTER FLW:ULTRASONIC;0-50 FT/S	256194	Each	2		
192	TRANSMITTER FLW:ULTRASONIC;0-50 FT/S	256195	Each	2		
193	METER FLW:PROSONIC S;FLANGED;4-20 MA;STL	659726	Each	1		

194	TRANSMITTER:FMU41-ARB2A2;0-8000 MM	694233	Each	30		
195	KIT:VALVE DIAPHRAGM;DELUGE VALVE	662311	Each	4		
196	SWITCH LMT:12-48 VDC;1NO;STL	211010	Each	102		
197	TUBING:AIR;ID 4 MM;OD 6 MM;LG 30 M;1 MM	56833	Each	500		
198	CONN LUG:NON INSULATED;2.5 MM ² ;M4;RNG	124805	Each	450		
199	TRANSDUCER:ABSOLUTE PRESSURE;24 V	150278	Each	3		
200	THERMOCOUPLE:K;6 MM;950 MM;0-1000 DEG C	153905	Each	2		
201	SWITCH PRXMY:DIA 18 X LG 86 MM	236325	Each	7		
202	GAUGE PRESS:0-800 KPA;63 MM;1/4 IN;SS	251884	Each	360		
203	CENTAC POSITIONER	207794	Each	25		
204	PRESSURE SWITCH 450 KPA (DRY DUST)	251891	Each	1 500		
205	PRESSURE SWITCH 35 KPA (DRY DUST)	251882	Each	750		
206	FORK TUNING PROBE	147740	Each	50		
207	SMALL SOLENOID (BLOW TANK)	62116	Each	250		
208	DEMAG I/P TRANSMITTER	148948	Each	25		
209	SO3/DRY DUST PANEL SCREEN	62214	Each	50		
210	LIMIT BOX	721711	Each	50		

211	DRYDUST LIMIT BOX	632491	Each	50		
212	PUSH BUTTON	122630	Each	1 500		
213	SPEED SWITCH CENTRIFUGAL	122650	Each	20		
214	FITTING FESTO CK ¼ PK 6 ELBOW	207853	Each	1 500		
215	FITTING FESTO CK ½ PK 13	207854	Each	1 500		
216	BIG SOLENOID (DRY DUST)	126382	Each	100		
217	BIG SOLENOID (BLOW TANK)	62115	Each	100		
218	SPEED SWITCH	611883	Each	20		
219	PULL KEY	579208	Each	150		
220	METER FLW:CONTROLLER;FLANGED;4-20 MA;STL,	659725	Each	5		
221	ELBOW TUBE ADPTR:1/2 IN;COMPRESSION;NPT	60376	Each	5		
222	ADAPTOR TUBE-HOSE:1/4 IN;COMPRESSION;BRS	60419	Each	4		
223	CAP TUBE:5/16 IN;THD;BRS;B500C	60422	Each	6		
224	TEE TUBE:12 MM;COMPRESSION;BRS	60447	Each	3		
225	COUPLING:STRAIGHT;OD 14 MM;STL;G14S	60488	Each	20		
226	ADAPTOR TUBE-PIPE:6 MM;COMPRESSION;FNPT	60913	Each	5		
227	ACTUATOR ELEC:320 NM;40 RPM;380/440 V	62214	Each	10		

228	PLUNGER:SOLENOID;DIA 10 X LG 33.5 MM;STL	62357	Each	6		
229	FUSE CARTD:1 A;250 VAC;FERRULE;FAST BLOW	117279	Each	120		
230	FUSE CARTD:800 MA;250 VAC;FERRULE;GLASS	118435	Each	120		
231	SWITCH LMT:125/250/480 VAC;15 A;SPDT	122614	Each	10		
232	SWITCH LVL:FLOAT;240/440 VAC;2-8 A	122660	Each	10		
233	SWITCH SNSTV:1NO 1NC;125-250 VAC;15 A	122748	Each	5		
234	SWITCH TEMP:0-350 DEG C;125/250 VAC;15 A	122767	Each	20		
235	ADAPTOR CNDT:FLEXIBLE;12 MM;NPT;16 MM;SS	136469	Each	60		
236	CABLE COMM:INSTRUMENTS;24;0.22 MM2;PVC	145204	Each	30		
237	DETECTOR RT:400 MM;2;SS;6 MM	153419	Each	24		
238	THERMOCOUPLE:K;6 MM;850 MM;0-1000 DEG C	153903	Each	30		
239	DETECTOR RT:PT100;0-100 DEG C;100 OHM;4	155570	Each	30		
240	TRANSMITTER TEMP:0-150 DEG C;O/P 4-20 MA	207796	Each	20		
241	Endress+Hauser, PROMAG L, Order Code: 10L4H-S20A1AA0A5AA, Serial no.: LC008120000, Ident No.: 10L4H-13U8/101, K-factor: 0.9124/0, DN400 DIN/EN PN10 PNOM=PS=10bar	726195	Each	8		
242	KIT:SOLENOID;JOUOMATIC SOLENOID	207827	Each	45		

243	RACK EQP:MONORACK-II;WD 53 X LG 166.3 MM	211009	Each	2		
244	CABLE COMM:SIGNAL;14 CORE, CU STRANDED	211413	Each	15		
245	SENSOR:BOX;0-30 DC;IP67;SCREW TERMINAL	721711	Each	15		
246	Endress+Hause, PROMAG 2; Order Code 50W1H-SAOA1AAOAAAA, Ser.No: F5O2EC20000, DIN100 DIN/EN PN40 / pnorm = PS=40bar	726182	Each	5		
247	Prosonic S, Order Code: FDU91-RG2AA, Ser. No.: F20221010E8, PN = 4bar/58 psi (at 20deg celcius),Piezo: U≤55Vrms, P≤0.4W, 43kHz	253202	Each	5		
248	Endress+Hauser, Order code: CLS50-A1A1, Serial no.: N702C005LI0, Article no.:58007465	726214	Each	5		
249	Endress+Hauser, Order code: CLS50-A1A1, Serial no.: F5042405LI0, Article no.:58006680	726206	Each	6		
250	Digital Amp PLC – Siemens SIMATIC ET 200SP, IM155-6PN BA, 6ES7155-6AR00-DAN0, 6ES7134-6GF00-0AA1, 6ES7134-6GD00-0BA1	675829	Each	5		
251	ELECTROTRON, ESafeline Relay SLR100,	713708	Each	6		

Total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work	.....	Error! Bookmark not defined.
C3.1: Purchaser's Goods Information	.....	Error! Bookmark not defined.
1 Overview and purpose of the goods and services	.....	Error! Bookmark not defined.
2 Specification and description of the goods	.....	Error! Bookmark not defined.
3 Supply Requirements	.....	Error! Bookmark not defined.
4 Specification of the services to be provided	.....	Error! Bookmark not defined.
5 Constraints on how the Supplier Provides the Goods	.....	Error! Bookmark not defined.
5.1 Programming constraints	.....	Error! Bookmark not defined.
5.2 Work to be done by the Delivery Date	.....	Error! Bookmark not defined.
5.3 Marking the goods	.....	Error! Bookmark not defined.
5.4 Constraints at the delivery place and place of use	.....	Error! Bookmark not defined.
5.5 Cooperating with Others	.....	Error! Bookmark not defined.
5.6 Services & other things to be provided by the Purchaser or Supplier	.....	Error! Bookmark not defined.
5.7 Management meetings	.....	Error! Bookmark not defined.
5.8 Documentation control	.....	Error! Bookmark not defined.
5.9 Health and safety risk management	.....	Error! Bookmark not defined.
5.10 Environmental constraints and management	.....	Error! Bookmark not defined.
5.11 Quality	.....	Error! Bookmark not defined.
5.12 Invoicing and payment	.....	Error! Bookmark not defined.
5.13 Insurance provided by the Purchaser	.....	Error! Bookmark not defined.
5.14 Contract change management	.....	Error! Bookmark not defined.
5.15 Provision of bonds and guarantees	.....	Error! Bookmark not defined.
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier	.....	Error! Bookmark not defined.
6 Procurement	.....	Error! Bookmark not defined.
6.1 Subcontracting	.....	Error! Bookmark not defined.
6.1.1 Preferred subcontractors	.....	Error! Bookmark not defined.
6.1.2 Limitations on subcontracting	.....	Error! Bookmark not defined.
6.1.3 Spares and consumables	.....	Error! Bookmark not defined.
6.1.4 Other requirements related to procurement	.....	Error! Bookmark not defined.
6.1.5 Cataloguing requirements by the Supplier	.....	Error! Bookmark not defined.
7 List of drawings	.....	Error! Bookmark not defined.
7.1 Drawings issued by the Purchaser	.....	Error! Bookmark not defined.

Overview and purpose of the *goods and services*

The procurement of Kriel power station Outside plant control and instrumentation spares.

WORK TO BE PERFORMED BY SUPPLIER

The following are the Supplier's requirement:

- The Supplier will ensure that the correct spare is supplied and will replace or be liable for damage at his/her cost if the incorrect or defective spare/s is supplied. The costs may include, but not limited to, repairs and/or replacement as a result of a defective or incorrect spare.
- The Employer's (i.e. Eskom Holdings SOC) acceptance of delivered spare/s does not absolve the Supplier's of the liability to supply the correct and/or defect free spare.
- The Supplier may, at the Employer's discretion, be given access to the plant to verify the information of the installed spare.
- The spare must be exactly the same (i.e. same Part Number) as specified on this works information and the part number will also be used to perform quality control checks. Notwithstanding the stipulated condition that the Supplier is responsible for verifying the correctness of the spares information provided by the Employer in relation to the existing installed spare. This may include the Supplier consulting the original supplier of the spare to ensure correctness of information (e.g. part numbers) provided by the Employer.
- The Employer may at his/her discretion make the Employer's Engineer or employees or others available to the Supplier for the purpose of soliciting additional information or verifying information as the need arises.
- The Supplier will supply any additional information such as brochure, general arrangement drawing, certificates, detailed specification, etc.
- The Supplier shall supply preservation and storage procedure/s, where applicable.
- The Spares Procurement limit over five (year) period, indicated by the Employer in the attached table as one of the subheadings, is the maximum number the Employer may require the Supplier to supply over the contract period. However, the Supplier may only supply the quantity as specified by the Employer in the individual order instruction and does not imply that the Supplier is entitled to supply the total number indicated in the Spares Procurement Limit over five (year) Period.
- The Employer reserves the right to exclude the supply of some spares items included in the contract with the Supplier should the Employer become aware that National Supply Contract exists or is placed by the Employer with Others in respect to those specific spares items.
- If deemed necessary, the Employer may subject the Supplier to a quality assurance assessment at the Supplier's or sub-Supplier's premises as part of the technical evaluation or before the contract placement or at any time during the contract period.
- Where the spare requires testing, the Supplier will inform the Employer to invite or make available the Employer's System Engineer to witness the tests.
- Should the Employer be dissatisfied with all or certain aspects relating to a specific spare tests (including but not limited to suspected inferior quality or non-compliance) the Supplier will make good, rectify the faults or supply a new spare at his/her cost.
- Complete price breakdown must be supplied with the quotation and must include the cost of transport to Kriel Power Station. However, the Employer reserves the right to use the Employer's own transport.
- Spares will be opened for inspection, counting and quality control check at the Employer's stores.
- The Employer has provided order to assist the Supplier to meet the requirements of the Work to be performed by the Supplier.
- The Employer may make clarification sessions available to either prospective Supplier/s in order to further assist the prospective Supplier's to meet the requirements of the Work to be performed by the Supplier.
- The Employer reserves the right to exclude the supply of some spares items included in the contract with the Supplier, should the Employer become aware that the National Supply Contract exists or is placed by the Employer with others in respect to those specific spares items.

SPECIFICATIONS OF THE SPARES

SPARES IDENTIFICATION

Appendix A lists all the spares to be procured under this works information.. Each spare is identifiable by means of component/part description, part number. Where the information available on the spares list in Appendix A or that supplied by materials management as catalogued is not sufficient to positively identify the applicable spare, the Supplier shall notify the Employer such that the Employer can assist the Supplier in identifying the correct spare.

The spares to be provided to be the same as the original component, in all technical respects, as those utilised on the equipment it is intended for. This includes, but is not limited to, design (including dimensions and material specifications) and manufacturing (including manufacturing processes, standards and acceptance testing).

The Supplier shall be liable to replace a supplied spare that is found to be defective and/or wrong.

INFORMATION TO BE PROVIDED

The DCF is required by the Employer's Material Management System to be able to book the item in the stores and the information should be sufficient enough to procure the goods in future. Where a field is populated, the Supplier needs to review and verify/correct the information against the OEM part number for correctness.

The following information to be provided with the spares:

- Documentation detailing the technical characteristics of the procured spare item. This may be in the form of data sheet or brochure. The Employer reserves the right to reject the documentation if it is not deemed sufficient
- Any other additional information that has not been specified on the WI but necessary for storage, installation and utilisation of spares where applicable
- Supply preservation and storage procedures of goods, where applicable
- Any spares information which has been omitted which is deemed relevant for spares identification, storage, maintenance, etc.
- In instances where the Supplier uses another company, other than the item OEM, to provide required information, this to be declared in advance to the Employer

SPARES QUANTITIES

The spares quantities to be provided as stipulated in APPENDIX A on the spares list.

REPLACEMENT PARTS UPGRADED/MODIFIED

Where equipment or spares, including the whole assembly, have been upgraded / modified the Supplier shall indicate this to the Employer as part of the tender. The Employer shall be made aware immediately where the upgrade/modification to the component is only identified subsequent to the tender being issued. The detailed compatibility to the existing component shall be indicated.

If the components to be supplied will be obsolete, or envisaged to be obsolete, in the coming 3 years subsequent to tender being issued, the Supplier shall indicate this to the Employer and indicate viable alternatives thereof.

PACKAGING

All supplied spares shall be packaged in such a manner that they may be transported and stored for an extended period of time without resulting in damage to the packaged components. This includes preventing damage due to moisture ingress, especially for electronic components. Where possible, silica gel/desiccant may be included to ensure protection against moisture for at least 3 months. However, this inclusion should not lead to damage to the component.

Different spare types shall be packaged separately such that each spare type can be stored separately. Packaging shall be such that the spare can be identified without opening the packaging. Packaging shall be of material that will not be damaged, to an extent possible, by harsh weather conditions during transportation. If that is not possible, then the packaging shall be protected against such conditions.

Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.

Delivery packaging to have the following details on it:

- Order number
- Physical address of Kriel Power Station
- Delivery note number

EXCLUSIONS

The following shall be noted as exclusions as per this works information:

- The Supplier shall not supply offloading facilities during delivery of spares
- The Supplier shall not be responsible for the storage of spares after acceptance at delivery by Employer
- Subcontracting shall not be permitted, unless declared and accepted prior to contract placement

ACCEPTANCE OF SPARES

- No incorrect, damaged or faulty spares will be accepted.
- All the spares will be inspected before payment could be processed.
- Data capturing forms information must be supplied and must meet an acceptable level.
- Where applicable; test certificates, material certificate, manuals, data sheet and signature shall be provided as required.
- The Supplier must provide references of the companies that they have supplied similar spares to, and include the respective supply order/contract value, the contact name, physical address and telephone number.

CONSTRAINTS ON HOW THE SUPPLIER PROVIDES THE GOODS

WORK TO BE DONE BY THE DELIVERY DATE

A clarification meeting to be held 3 weeks subsequent to the issuing of the enquiry to confirm the scope of the Works and to confirm spares identification. All questions can be forwarded to the Employer during this meeting. Where more than one Supplier is available, all responses from the Employer will be forwarded to all Suppliers, regardless of which Supplier required the clarification.

All required spares to be delivered to the Employer 4 weeks from the day the purchase order is placed by the Employer. The Employer may request, in writing, that a spare be expedited quicker if its delivery in 4 weeks may lead to a delay that may result in undesirable consequences (loss of production, loss of revenue and/or safety to personnel or environment) to the Employer.

DOCUMENTATION CONTROL

The information for spares to be provided will either be in electronic format or hard copy. Other information provided with each spare to be either in electronic format or hard copy. Information provided to be documented in such a manner that the information for each spare will be easily identifiable. All documentation supplied shall bear the OEM's official name and logo.

QUALITY ASSURANCE REQUIREMENTS

The spares to be provided shall conform to all quality assurance requirements that will be defined at contracting phase.

PROGRAM CONSTRAINTS

The following shall be included in the Supplier's program:

- The delivery date as stipulated to be provisional. This date may change prior to delivery. The Supplier to indicate standing time and storage costs should the Employer delay the delivery date. Proof of actual costs to be provided.
- Provision to be made for delays that may be caused owing to items being sourced from outside The Republic of South Africa.

INSURANCE OF THE GOODS

The Insurance of spare components is the responsibility of the Supplier until delivery and acceptance by the Employer.

SHEQ

The Employer reserves the right to request certification from the Supplier that proves compliance to relevant SHEQ legislations, standards and procedures. If, during procurement, the Supplier is found guilty of contravention of any SHEQ legislations, the Employer shall, at Employer's discretion, cancel the contract and the Supplier shall be liable to all the costs incurred therein.

Appendix A – Spares List

Item No.	Description	Material No	Unit	Qty
1	NUT HEX:0BA;1 MM;7/32 IN;BRS;C10100	1155	Each	1 032
2	TAPE ELECT:WD 18 MM;LG 20 M;VINYL;BLACK	10142	Each	1 507
3	GLAND CBL:ELECTRICAL;BW 0;SS	10909	Each	250
4	TIE CBL:SELF LOCKING;50 MM;WD 4.7 MM;15	11460	Each	800
5	TIE CBL:SELF LOCKING;18 MM;WD 2.5 MM;15	11461	Each	800
6	GLAND CBL:NO 0;SS;COMPRESSION	11492	Each	934
7	CABLE ELECT:1.5 MM ² ;CABTYRE;3 CORE, CU	14849	Each	900
8	CLOTH:CLEANING;COTTON	16814	Each	500
9	CHAIN:WELD;ID 5.5 X OD 22.4 MM;STL;LG 30	39357	Each	2 655
10	ROPE WRE:3 MM;6X6F;STL GALV;4.7 KNM	39358	Each	1 000
11	CLAMP WRE ROPE:U-BOLT;5 MM;STL GALV	39605	Each	140
12	PIPE MTLC:15 MM;CS ASTM A106;LG 6 M;2.77	55577	Each	96
13	PIPE MTLC:32 MM;CS ASTM A106;LG 6 M;3.56	55580	Each	66

14	TEE PIPE:8 MM;FBSP;STL;4.6;BS 1740	57142	Each	35
15	TEE PIPE:15 MM;FBSP;STL;4.6;BS 1740	57145	Each	60
16	TEE PIPE:25 MM;FBSP;STL;BS 1740	57147	Each	35
17	ADAPTOR PIPE:15 MM;BSP;10 MM;FBSP;MI	57190	Each	243
18	ADAPTOR PIPE:15 MM;BSP;8 MM;FBSP;MI	57191	Each	161
19	BEND, PIPE:OD 8 MM;SOCKET X NPT;STL;90	57194	Each	45
20	PLUG PIPE:25 MM;SQ;NPT;STL	57274	Each	129
21	REDUCER PIPE:CONCENTRIC BELL;8 X 6 MM	57336	Each	63
22	NIPPLE PIPE:BARREL;ID 6 MM;LG 32 MM;NPT	57343	Each	109
23	NIPPLE PIPE:BARREL;ID 8 MM;LG 38 MM;THD	57344	Each	160
24	NIPPLE PIPE:BARREL;ID 15 MM;LG 51 MM;THD	57345	Each	330
25	NIPPLE PIPE:BARREL;ID 10 MM;LG 38 MM;THD	57346	Each	169
26	NIPPLE PIPE:BARREL;ID 25 MM;LG 65 MM;THD	57348	Each	333
27	CLAMP HOSE:ID 22-10 MM;SS;WORM DRIVE	57505	Each	364
28	CLAMP HOSE:ID 38-17 MM;SS;WORM DRIVE	57508	Each	610
29	CLAMP HOSE:STAINLESS STEEL;ID 32-14 MM	57510	Each	301
30	CLAMP HOSE:ID 17-6 MM;STL;WORM	57513	Each	190
31	ADAPTOR TUBE-PIPE:1/2 IN;COMPRESSION;NPT	58269	Each	21
32	ELBOW PIPE REDCR:6 MM X 1/4 IN;NPT;SS	59097	Each	4
33	UNION TUBE:1/2 IN;BRS;COMPRESSION	60361	Each	11
34	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60436	Each	16
35	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60437	Each	48

36	ADAPTOR TUBE-PIPE:12 MM;COMPRESSION;NPT	60438	Each	10
37	ADAPTOR TUBE-PIPE:12 MM;COMPRESSION;NPT	60440	Each	14
38	UNION TUBE:12 MM;STL;COMPRESSION	60445	Each	12
39	UNION TUBE:12 MM;STL;COMPRESSION	60446	Each	15
40	ADAPTOR TUBE-PIPE:14 MM;COMPRESSION;THD	60452	Each	2
41	ADAPTOR TUBE-PIPE:14 MM;COMPRESSION;FNPT	60490	Each	2 000
42	ADAPTOR TUBE-PIPE:10 MM;COMPRESSION;NPT	60507	Each	9
43	UNION TUBE:10 MM;SS;COMPRESSION	60509	Each	22
44	UNION TUBE:16 MM;BRS;COMPRESSION	60563	Each	502
45	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	60575	Each	4
46	ADAPTOR TUBE-PIPE:3/8 IN;COMPRESSION;NPT	60578	Each	51
47	COUPLER TUBE:QUICK DISCONNECT SNAPON;SS	60596	Each	28
48	ADAPTOR TUBE-PIPE:1/4 IN;COMPRESSION;NPT	61225	Each	65
49	ADAPTOR TUBE-PIPE:8 MM;COMPRESSION;NPT	61229	Each	35
50	ADAPTOR TUBE-PIPE:3/8 IN;COMPRESSION;NPT	61231	Each	45
51	VALVE GATE:6 MM;WEDGE;THD;BRS;BRS;MANUAL	63531	Each	10
52	HOOD:TERMINAL;DIA 60 X LG 43 MM;AL	65789	Each	14
53	INSERT:MALE PLUG;43.12.06.40	65791	Each	27
54	ACTUATOR PNEUM	66553	Each	10
55	REGULATOR FLTR:AL;240-700 KPA;35-100 PSI	74188	Each	20
56	SCREW MACH:0BA;LG 25 MM;CHEESE SLOTTED	80425	Each	6 080
57	SCREW MACH:0BA;LG 50 MM;0BA;BRS;8.8	80472	Each	2 610

58	SCRW SET:M5;0.8 MM;20 MM;SOCKET HEX;STL	82774	Each	20
59	SCREW CAP:M6;LG 25 MM;1 MM;SOCKET HEX	82777	Each	742
60	O RING:ID 28.17 MM;WD 3.53 MM;RUBBER	100107	Each	9
61	HINGE:BUTT;WD 33 X LG 50 X THK 1 MM;STL	108510	Each	22
62	PADLOCK:KEY;8.8 MM;50 MM;BRS;25 MM;25 MM	108720	Each	300
63	TIE CBL:SELF LOCKING;WD 4.7 MM;LG 305 MM	108843	Each	800
64	CLOTH ABRSV:SAND;100;50 MM;LG 50 M;RESIN	109469	Each	600
65	FUSE CARTD:500 MA;250 VAC;FERRULE;GLASS	117274	Each	120
66	FUSE CARTD:2 A;250 VAC;FERRULE;GLASS	117284	Each	120
67	SWITCH PRXMY:12-48 VAC/DC;SPST;1NO	121639	Each	75
68	SWITCH PUSHBTN:GREEN;24 VAC 50 HZ;SPST	122630	Each	4
69	SWITCH PUSHBTN:RED;24 VAC 50 HZ;SPST	122631	Each	10
70	SWITCH LVL:FLOAT;250 VAC;2 A	122666	Each	10
71	SWITCH LVL:MAGNETIC FLOAT;90 DEG C;220;3	122690	Each	10
72	SWITCH LMT:500 VAC;10 A;ROLLER LEVER	122739	Each	41
73	SWITCH LMT:125/250/480 VAC;15 A;SPST	122746	Each	19
74	CONN COMM:BANANA PLUG;4 MM	124234	Each	20
75	CONN COMM:BANANA PLUG	124235	Each	20
76	BLOCK TRMNL:380 VAC;6 A;6 MM2;12;WD 18	124497	Each	590
77	BLOCK TRMNL:380 VAC;16 A;12 MM2;12;WD 22	124516	Each	2 006
78	CONN LUG:INSULATED BLUE;2.5 MM2;M4;FORK	124702	Each	2 350
79	CONN LUG:INSULATED RED;2 MM2;M4;PIN;PVC	124997	Each	1 550
80	CONN LUG:INSULATED BLUE;2 MM2;M4;PIN;PVC	124998	Each	4 580

81	SOLENOID ELECT:VALVE;24 V	126382	Each	250
82	SOLENOID ELECT:VALVE;24 V	126400	Each	200
83	RELAY:24 VDC;3NO 3NC;10 A;3PST;PANEL	127630	Each	8
84	MODULE:NUCLEONIC LEVEL TRANSMITTER	133554	Each	8
85	TRANSMITTER PRESS:4-400 BAR	134182	Each	6
86	TRANSMITTER DP:6-600 MBAR;O/P 3.55-23 MA	134183	Each	5
87	CONDUIT:FLEXIBLE;12 MM;LG 30 M;PLAIN	136467	Each	50
88	ADAPTOR CNDT:FLEXIBLE;12 MM;NPT;16 MM;SS	136468	Each	30
89	GLAND CBL:NO 3;BRS CD PLTD;COMPRESSION	136569	Each	100
90	GLAND CBL:NO 2;BRS CD PLTD;COMPRESSION	136816	Each	50
91	GLAND CBL:COMPRESSION;NO 1;COMPRESSION	136817	Each	340
92	BOX CNDT OUTL:DIA 135 X DP 67 MM;AL	137124	Each	16
93	BOX CNDT OUTL:CABLE;DIA 135 X DP 65 MM	137125	Each	7
94	CLIP ELECT:CROCODILE;LG 30 MM;RED;4 MM2	139027	Each	4
95	BATT DCELL:ALKALINE;1.5 VDC;AA;FLAT PIN	144646	Each	3 500
96	BATT DCELL:ALKALINE;1.5 VDC;C	144647	Each	490
97	BATT DCELL:ALKALINE;1.5 VDC;D;D	144652	Each	3 500
98	BATT DCELL:ALKALINE;1.5 VDC;AAA	144659	Each	7 282
99	BATT DCELL:ALKALINE;9 VDC	144660	Each	611
100	CABLE ELECT:1.5 MM2;CABTYRE;PVC;PVC	144755	Each	2 501
101	LAMP INCNDCT:INDICATING;1.2 W;24 V;BA95	146608	Each	4
102	GAUGE PRESS:0-6 MPA;114 MM;NPT;1/4 IN	147625	Each	5
103	GAUG CMPD:-100 TO 900 KPA;100 MM;NPT;1/4	147630	Each	23

104	TRANSDUCER:CURRENT TO PRESSURE;I/P 4-20	148948	Each	5
105	SENSOR VBRTN:DIA 7 X LG 30 MM	148959	Each	5
106	MODULE:SEQUENCE CONTROL;214A332B	150373	Each	2
107	ANALYZER GAS:ZIRCONIUM OXYGEN	150919	Each	4
108	THERMOCOUPLE:J;6 MM;350 MM;0-1000 DEG C	153901	Each	14
109	THERMOCOUPLE:J;6 MM;250 MM;20-700 DEG C	153902	Each	12
110	GAUGE PRESS:0-800 KPA;50 MM;BSP;1/4 IN	154217	Each	1
111	CLIP ELECT:CROCODILE;LG 55 MM;BLACK;4	139026	Each	5
112	UNIT:MEASURING	155553	Each	2
113	GAUGE PRESS:0-250 KPA;100 MM;NPT;1/2 IN	155561	Each	6
114	DETECTOR RT:275 MM;2;SS;6 MM;RTD6X275MM	155576	Each	1
115	THERMOCOUPLE:J;8 MM;340 MM;20-700 DEG C	155579	Each	14
116	CABLE CMPNSTNG:J;PVC;1 MM ² ;CU	155588	Each	4
117	GAUGE PRESS:0-4000 KPA;114 MM;NPT;1/2 IN	155619	Each	6
118	GAUGE PRESS:0-6000 KPA;63 MM;NPT;1/4 IN	155644	Each	80
119	DETECTOR RT:DUP;2;SS;RTD6X70MM	155650	Each	4
120	THERMOCOUPLE:K;4.5 MM;6 M;SS GR 316	155685	Each	63
121	THERMOCOUPLE:K;4.5 MM;4 M;0-1100 DEG C;2	155700	Each	9
122	TAPE ADHSV:MASKING;WD 48 MM X LG 50 M	158575	Each	310
123	TAPE ADHSV:DEMARCATON;PVC;YELLOW GOLDEN	158749	Each	9
124	BRUSH WRE:WELDER;30 MM;STL;WOOD	159645	Each	4
125	SOLVENT:ELECTRONIC CLEANER;CAN 250 G	159860	Each	205
126	PLUG ELECT:1;3;CEW-G14	150269	Each	3

127	CLEANER:CONTACT ANTI RUST;AEROSOL	160171	Each	2 500
128	COMPOUND CAULK:SI RUBBER;GRAY;781	160187	Each	201
129	ADHESIVE:SUPERGLUE;BOTTLE PLASTIC 20 G	160269	Each	1 234
130	GLOVE WLDR:12;LG 300 MM;PIG SKIN;BEIGE	160727	Each	4
131	PENETRANT:FLUID;CAN 350 ML	161470	Each	200
132	MODULE:CONTROL MODULE;O/P 4-20 MA	184269	Each	12
133	SOLVENT:ELEC CLNR;25 L	194331	Each	600
134	TRANSMITTER TEMP:0-120 DEG C;O/P 4-20 MA	207798	Each	18
135	TRANSMITTER PRESS:0-4 BAR;O/P 4-20 MA;24	207799	Each	10
136	TRANSMITTER PRESS:0-10 BAR;O/P 4-20 MA	207800	Each	10
137	TRANSMITTER PRESS:0-100 BAR;O/P 4-20 MA	207801	Each	2
138	MODULE:INTERFACE;24 V DC	207807	Each	4
139	MODULE:INTERFACE;24 V DC	207809	Each	4
140	MODULE:DIGITAL OUTPUT;O/P 24 VDC 0.5 A	207810	Each	6
141	MODULE:DIGITAL INPUT;I/P 24 VDC;24 V DC	207821	Each	4
142	MODULE:ANALOG INPUT;I/P 4-20 MA;O/P 0-20	207822	Each	4
143	MODULE:ANALOG OUTPUT;O/P 4-20 MA;24 V DC	207823	Each	1
144	SWITCH PRXMY:24-240 VAC/DC;1NO	207824	Each	10
145	TUBING:ID 13 MM;OD 17.6 MM;LG 50 M	207825	Each	180
146	TUBING:ID 6 MM;OD 8 MM;LG 50 M;PLASTIC	207826	Each	1 290
147	TEE TUBE ADPTR:8 MM;PUSH IN;PLASTIC	207830	Each	260
148	ADAPTOR TUBE-PIPE:13 MM;COMPRESSION;THD	207851	Each	114

149	TEE TUBE ADPTR:8 MM X 1/4 IN;PUSH IN;NPT	207852	Each	90
150	ELBOW TUBE ADPTR:8 MM;COMPRESSION;90 DEG	207853	Each	326
151	ADAPTOR TUBE-PIPE:13 MM;COMPRESSION;THD	207854	Each	360
152	ADAPTOR TUBE-PIPE:8 MM;COMPRESSION;THD	207855	Each	520
153	ADAPTOR TUBE-PIPE:8 MM;PUSH IN;1/4 IN;SS	207856	Each	250
154	ELBOW TUBE ADPTR:6 MM;COMPRESSION;BSP;90	211008	Each	300
155	METER FLW:LIQD;FLANGE RF 1 IN;0-100 PCT	211411	Each	3
156	CONVERTER SGNL:FLOW TO CURRENT;O/P 0-100	211412	Each	4
157	PIECE:DISTANCE SPACER;OD 250 X WD 75 MM	211414	Each	4
158	THERMOCOUPLE:K;3 MM;375 MM;18-1200 DEG C	211972	Each	10
159	MODULE:ANALOG INPUT;24 V DC	220637	Each	3
160	ELECTRODE:GLASS;PH MEASURING	227356	Each	4
161	BRUSH WRE:WELDER;30 MM;SS;WOOD	229624	Each	216
162	MODULE:SIMATIC SEPARATOR;S7-300 PLC	234022	Each	4
163	ACTUATOR ELEC:60 NM;11 RPM;380 V;0;0.09	234152	Each	1
164	HUB NETW:RGL-N SIMATIC ETHERNET SWITCH	245577	Each	4
165	MODULE:SIMATIC PROFIBUS	245586	Each	1
166	GAUGE PRESS:0-400 KPA;63 MM;1/4 IN;SS	251883	Each	53
167	THERMOCOUPLE:K;6 MM;350 MM;0-300 DEG C;2	565478	Each	11
168	THERMOCOUPLE:K;6 MM;220 MM;0-300 DEG C;2	565481	Each	36
169	ADAPTOR TUBE-PIPE:6 MM;COMPRESSION;NPT	578184	Each	16
170	SWITCH PULL:COMBO;24 VDC;35 MA;2NO 2NC	579208	Each	5
171	DRIVE:POTENTIOMETER	582161	Each	4

172	PANEL CTRL:6AV2124-0GC01-0AX0	602214	Each	3
173	SWITCH SPD:24 VDC;4-20 MA;1-5 M/S	611884	Each	3
174	TUBE MTLC:20 MM;1.6 MM;LG 6 M;SS GR 316	611934	Each	8
175	MODULE PWR SUP:SITOP MODULAR;I/P 230 VAC	620682	Each	1
176	MANIFOLD VLV:2 WAY;1/1 IN;8 BAR;AL	622606	Each	30
177	POSITIONER VLV:ELECTROPNEUMATIC;800 KPA	651925	Each	12
178	PLATE:CARRIAGE BEARING;WD 64.5 X LG 110	657781	Each	26
179	VALVE NDL:1/2 IN;400 BAR;75 DEG C;BW;0.4	658640	Each	2
180	MODULE:DIGITAL OUTPUT;I/P 24 VDC	659565	Each	4
181	MODULE:32 DIGITAL INPUT;I/P 24 VDC	659566	Each	8
182	MODULE:ANALOG OUTPUT;I/P 4-20 MA;24 V DC	659728	Each	4
183	MODULE:ANALOG INPUT;I/P 4-20 MA;24 V DC	659729	Each	3
184	MODULE:ANALOG INPUT;I/P 4-20 MA;24 V DC	659730	Each	2
185	SPRING:ELECTRODE;7G68	110419	Each	32
186	TRANSMITTER FLW:PROSONIC-91;4-20 MA;24 V	662312	Each	10
187	TRANSMITTER FLW:PROSONIC;4-20 MA;24 V	662313	Each	10
188	MODULE:PLC/CPU;I/P 24 VDC;4-20 MA	662322	Each	5
189	POCKET:THERMOCOUPLE;650 MM	685040	Each	10
190	TRANSMITTER LVL:0-1000 MM;O/P 4-20 MA	700979	Each	10
191	TRANSMITTER FLW:ULTRASONIC;0-50 FT/S	256194	Each	2
192	TRANSMITTER FLW:ULTRASONIC;0-50 FT/S	256195	Each	2
193	METER FLW:PROSONIC S;FLANGED;4-20 MA;STL	659726	Each	1

194	TRANSMITTER:FMU41-ARB2A2;0-8000 MM	694233	Each	30
195	KIT:VALVE DIAPHRAGM;DELUGE VALVE	662311	Each	4
196	SWITCH LMT:12-48 VDC;1NO;STL	211010	Each	102
197	TUBING:AIR;ID 4 MM;OD 6 MM;LG 30 M;1 MM	56833	Each	500
198	CONN LUG:NON INSULATED;2.5 MM2;M4;RNG	124805	Each	450
199	TRANSDUCER:ABSOLUTE PRESSURE;24 V	150278	Each	3
200	THERMOCOUPLE:K;6 MM;950 MM;0-1000 DEG C	153905	Each	2
201	SWITCH PRXMY:DIA 18 X LG 86 MM	236325	Each	7
202	GAUGE PRESS:0-800 KPA;63 MM;1/4 IN;SS	251884	Each	360
203	CENTAC POSITIONER	207794	Each	25
204	PRESSURE SWITCH 450 KPA (DRY DUST)	251891	Each	1 500
205	PRESSURE SWITCH 35 KPA (DRY DUST)	251882	Each	750
206	FORK TUNING PROBE	147740	Each	50
207	SMALL SOLENOID (BLOW TANK)	62116	Each	250
208	DEMAG I/P TRANSMITTER	148948	Each	25
209	SO3/DRY DUST PANEL SCREEN	62214	Each	50
210	LIMIT BOX	721711	Each	50
211	DRYDUST LIMIT BOX	632491	Each	50
212	PUSH BUTTON	122630	Each	1 500
213	SPEED SWITCH CENTRIFUGAL	122650	Each	20
214	FITTING FESTO CK ¼ PK 6 ELBOW	207853	Each	1 500
215	FITTING FESTO CK ½ PK 13	207854	Each	1 500
216	BIG SOLENOID (DRY DUST)	126382	Each	100
217	BIG SOLENOID (BLOW TANK)	62115	Each	100
218	SPEED SWITCH	611883	Each	20
219	PULL KEY	579208	Each	150

220	METER FLW:CONTROLLER;FLANGED;4-20 MA;STL,	659725	Each	5
221	ELBOW TUBE ADPTR:1/2 IN;COMPRESSION;NPT	60376	Each	5
222	ADAPTOR TUBE-HOSE:1/4 IN;COMPRESSION;BRS	60419	Each	4
223	CAP TUBE:5/16 IN;THD;BRS;B500C	60422	Each	6
224	TEE TUBE:12 MM;COMPRESSION;BRS	60447	Each	3
225	COUPLING:STRAIGHT;OD 14 MM;STL;G14S	60488	Each	20
226	ADAPTOR TUBE-PIPE:6 MM;COMPRESSION;FNPT	60913	Each	5
227	ACTUATOR ELEC:320 NM;40 RPM;380/440 V	62214	Each	10
228	PLUNGER:SOLENOID;DIA 10 X LG 33.5 MM;STL	62357	Each	6
229	FUSE CARTD:1 A;250 VAC;FERRULE;FAST BLOW	117279	Each	120
230	FUSE CARTD:800 MA;250 VAC;FERRULE;GLASS	118435	Each	120
231	SWITCH LMT:125/250/480 VAC;15 A;SPDT	122614	Each	10
232	SWITCH LVL:FLOAT;240/440 VAC;2-8 A	122660	Each	10
233	SWITCH SNSTV:1NO 1NC;125-250 VAC;15 A	122748	Each	5
234	SWITCH TEMP:0-350 DEG C;125/250 VAC;15 A	122767	Each	20
235	ADAPTOR CNDT:FLEXIBLE;12 MM;NPT;16 MM;SS	136469	Each	60
236	CABLE COMM:INSTRUMENTS;24;0.22 MM2;PVC	145204	Each	30
237	DETECTOR RT:400 MM;2;SS;6 MM	153419	Each	24
238	THERMOCOUPLE:K;6 MM;850 MM;0-1000 DEG C	153903	Each	30
239	DETECTOR RT:PT100;0-100 DEG C;100 OHM;4	155570	Each	30
240	TRANSMITTER TEMP:0-150 DEG C;O/P 4-20 MA	207796	Each	20

241	Endress+Hauser, PROMAG L, Order Code: 10L4H-S20A1AA0A5AA, Serial no.: LC008120000, Ident No.: 10L4H-13U8/101, K-factor: 0.9124/0, DN400 DIN/EN PN10 PNOM=PS=10bar	726195	Each	8
242	KIT:SOLENOID;JOUOMATIC SOLENOID	207827	Each	45
243	RACK EQP:MONORACK-II;WD 53 X LG 166.3 MM	211009	Each	2
244	CABLE COMM:SIGNAL;14 CORE, CU STRANDED	211413	Each	15
245	SENSOR:BOX;0-30 DC;IP67;SCREW TERMINAL	721711	Each	15
246	Endress+Hauser, PROMAG 2; Order Code 50W1H-SAOA1AAOAAAA, Ser.No: F5O2EC20000, DIN100 DIN/EN PN40 / pnorm = PS=40bar	726182	Each	5
247	Prosonic S, Order Code: FDU91-RG2AA, Ser. No.: F20221010E8, PN = 4bar/58 psi (at 20deg celcius),Piezo: U≤55Vrms, P≤0.4W, 43kHz	253202	Each	5
248	Endress+Hauser, Order code: CLS50-A1A1, Serial no.: N702C005LI0, Article no.:58007465	726214	Each	5
249	Endress+Hauser, Order code: CLS50-A1A1, Serial no.: F5042405LI0, Article no.:58006680	726206	Each	6
250	Digital Amp PLC – Siemens SIMATIC ET 200SP, IM155-6PN BA, 6ES7155-6AR00-DAN0, 6ES7134-6GF00-0AA1, 6ES7134-6GD00-0BA1	675829	Each	5
251	ELECTROTRON, ESafeline Relay SLR100,	713708	Each	6

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Specification and description of the goods

Refer to the spares list under Overview and purpose of the *goods* and *services* section within this document.

Supply Requirements

Refer to the Specification and description of the *goods* and Overview and purpose of the *goods and services* sections within this document.

Specification of the services to be provided

Refer to the Overview and purpose of the *goods* and *services* sections within this document.

Constraints on how the *Supplier* Provides the Goods

Programming constraints

Refer to the Overview and purpose of the *goods* and *services* section within this document.

Work to be done by the Delivery Date

Refer to the Overview and purpose of the *goods* and *services* sections within this document.

Marking the *goods*

Refer to the Overview and purpose of the *goods* and *services* section within this document.

Constraints at the delivery place and place of use

Refer to the Overview and purpose of the *goods* and *services* section within this document.

Cooperating with Others

Refer to the Overview and purpose of the *goods* and *services* section within this document.

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

Refer to the Overview and purpose of the *goods* and *services* section within this document.

Management meetings

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

Meetings will happen on an as and when required bases for clarification on any issues that come up within the contractual environment.

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

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

Documentation control

Document control will take place in line with the general NEC 3 SC guidelines in inclusion of Overview and purpose of the *goods* and *services* section within this document.

Health and safety risk management

Environmental constraints and management

Quality

Invoicing and payment

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

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

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

Invoices will be submitted to FSS contact center at FSS@eskom.co.za or 011 800 5060

Insurance provided by the *Purchaser*

Refer to the Overview and purpose of the *goods* and *services* sections within this document and **Z clause 13**

Contract change management

Contract change management will be handled in line with clause 6 of the NEC 3 Supply Contract and supporting clause as and when agreed upon by the contractor and Eskom.

Provision of bonds and guarantees

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

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

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

Records shall be kept in a format suitable to the *Supplier* but made available to the *Purchaser* in a format suitable to the *Purchaser* at the time required unless agreed otherwise by the *Purchaser* and *Supplier* in writing.

Procurement Subcontracting

Preferred subcontractors

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

Limitations on subcontracting

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

Spares and consumables

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

Other requirements related to procurement

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

Cataloguing requirements by the *Supplier*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Supplier* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

List of drawings

Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

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

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

This section could also be compiled as a separate file.
