



## NEC3 Supply Contract (SC3)

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

and **[Insert at award  
stage] (Reg No. \_\_\_\_\_)**

for **SUPPLY AND DELIVERY OF MILLING PLANT SPARES  
DRIVES AND PUMPS FOR PERIOD OF 5 YEARS AT  
LETHABO POWER STATION.**

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**CONTRACT No. \_\_\_\_\_**

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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# C1.1 Form of Offer & Acceptance

## Offer

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

### SUPPLY AND DELIVERY OF MILLING PLANT SPARES DRIVES AND PUMPS FOR A FIVE-YEAR PERIOD FOR STOCK REPLENISHMENT AT LETHABO POWER STATION

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 <sup>1</sup>	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

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

## 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 \_\_\_\_\_ Date \_\_\_\_\_

witness \_\_\_\_\_

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*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<p><b>X2: Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X17: Low performance damages</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Supply Contract (April 2013) <sup>1</sup>	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No	<b>N/A</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Boitumelo Shikwambana</b>
	Address	<b>Lethabo Power Station Private bag x415 Vereeniging</b>
	Tel	<b>016 457 5267</b>
	e-mail	<b>Shikwab@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Milling plant Spares Drives</b>
11.2(13)	The <i>services</i> are	<b>Not applicable to this contract.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- <b>Any matter that may cause delay in the delivery.</b></li> <li>- <b>Any quality related issues.</b></li> <li>- <b>Any matter that deviates from the specification.</b></li> <li>- <b>Any force majeure issues such as protests, covid restrictions.</b></li> </ul>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>	
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>24 hours after notification of communication during outage execution</b>	
<b>2</b>	<b>The <i>Supplier's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>	
<b>3</b>	<b>Time</b>		
30.1	The <i>starting date</i> is.	<b>Contract signature date (date of the last party signing the contract)</b>	
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		<b>1 Milling plant Spares Drives and Pumps</b>	<b>As stipulated on purchase order</b>
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	<b>[no data required]</b>	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>within two (2) days after order placement and to fit within the delivery times after order placement as per 30.1</b>	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Two (2) working days following the accepted revision to the first programme and the delivery times after order placement as per 30.1</b>	
<b>4</b>	<b>Testing and defects</b>		
42	The <i>defects date</i> is	<b>52 weeks after installation in a plant</b>	
43.2	The <i>defect correction period</i> is	<b>5 days</b>	
	except that the <i>defect correction period</i> for	<b>Purchaser's fault is 1 week</b>	
	and the <i>defect correction period</i> for	<b>Not applicable</b>	
42.2	The <i>defects access period</i> is	<b>1 day after notification</b>	
	except that the <i>defect access period</i> for	<b>Purchaser's fault is 2 days</b>	
	and the <i>defect access period</i> for	<b>Not Applicable</b>	
<b>5</b>	<b>Payment</b>		

50.1	The <i>assessment interval</i> is	<b>between the 30 day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>8 weeks.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> <li>1. Early depletion of contracts funds due to high spares consumption than planned</li> <li>2. Incorrect material delivered and not in accordance to specification</li> <li>3. non-adherence to agreed/ delivery target timelines dates</li> </ol>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>R0.0 (zero Rand)</b>

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	<b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and  (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>The total of the Prices</b>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>The total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>1 year after Installation of each spare in operation at the plant</b>

## 9 Termination and dispute resolution

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

<b>10</b>	<b>Data for Option clauses</b>		
<b>X1</b>	<b>Price adjustment for inflation</b>		
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked index for to Index prepared by</b>
		<b>85%</b>	<b>Material</b>
		<b>15%</b>	<b>Fixed</b>
		<b>100%</b>	
<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law of	<b>South Africa is a compensation event if it occurs after the Contract Date</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		<b>For all Milling plant Spares Drives and Pumps</b>	<b>5% per day of the total purchase order value</b>
<b>X17</b>	<b>Low performance damages</b>		
X17.1	The amounts for low performance damages are:	<b>Amount</b>	<b>performance level</b>
		<b>20% of the total purchase order value</b>	<b>For material that does not meet the quality required. (Material not working as specified)</b>
<b>Z</b>	<b>The additional conditions of contract are</b>		
		<b>Z1 to Z15 always apply for Eskom</b>	

**Z1 Cession delegation and assignment**

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

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

of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

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

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

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other

unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

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

### **Z4 Confidentiality**

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

### **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

**Z9 Purchaser's limitation of liability**

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

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

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

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

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

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

**Z12 Ethics**

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

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

**Coercive 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 *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

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

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>goods</i> , plant and materials	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	<b><u>Loss of or damage to property</u></b> <u><i>Purchaser's</i> 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  <b><u>Death of or bodily injury</u></b> 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**

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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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 *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

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

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

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

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are 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 2010<sup>2</sup> as follows:

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

Group	Category	Term	Delivery Place
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

<sup>2</sup> 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].

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

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

## C1.2 Contract Data

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

**[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)**

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

**Notes to a tendering supplier:**

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

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): 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</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td></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:													

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

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



## 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>	33

## C2.1 Pricing assumptions

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

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

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

### 2. Function of the Price Schedule

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

### 3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

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

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

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

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

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

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

## C2.2 the price schedule

Drives & Pumps				
Item No	Description	Unit	Rate	Lead time
25320	GEARBOX: TYPE: REDUCTION; REJECT FEEDER 31/39 GEAR; FOR COAL HANDLING PLANT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
25678	COUPLING, SHAFT HALF: TYPE: FLEXIBLE DRIVE; BORE: 93 MM; OUTSIDE DIAMETER: 115 MM; LENGTH: 125 MM; MATERIAL: STL; REFERENCE NO: 1070 T10; PILOT BORED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
27362	GEAR, HELICAL: TEETH: 100; BORE: 44 MM; FACE WIDTH: 30 MM; MATERIAL: BRASS; SUPPL P/N: 335-A1-341; 336-A1-341; WORM SHAFT AND WHEEL, 2ND STAGE REDUCER, USED ON THE CLEANOUT CONVEYOR REDUCER GROUP ON THE VOLUMETRIC COAL FEEDERS, TO BE SUPPLIED AND ISSUED AS A MATCH PAIR; DIAMETRAL PITCH: 0.43776; PITCH DIAMETER: 228.43MM	EA		
37796	COUPLING, SHAFT HALF: TYPE: RIGID; BORE: 50 MM; OUTSIDE DIAMETER: 220 MM; LENGTH: 40 MM; MATERIAL: CI; SUPPL P/N: 1-A2-000255; DRAWING NO: ESKOM 20.58/56106 REV 1; 20.58/56106 REV01 REV 1; DRIVE SHAFT TO BELT PULLEY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
37797	STUD: TYPE: COAL FEEDER COUPLING DRIVE; DIAMETER: 22.22 MM; THREAD: 5/8 IN; LENGTH: 102 MM; MATERIAL: STAINLESS STEEL; THREAD LENGTH: 22 MM; SUPPL P/N: 1-A3-000257; THREAD 5/8" UNF, FOR USE ON THE RAW VOLUMETRIC FEEDER OF THE COAL CONVEYORS.	EA		
37798	ASSEMBLY: TYPE: BUSHING; APPLICATION: COUPLING STUD; DIMENSIONS: ID 22.26 X OD 32 X LG 41.5 MM; MATERIAL: BRS/RUBBER; SUPPL P/N: 1-A3-000259; REFERENCE NO: 1W22181; RUBBER OD 44.5 MM (1 3/4") X LG 41.50, COAL FEEDER COUPLING DRIVE, FOR USE ON THE RAW COAL VOLUMETRIC FEEDER OF THE COAL CONVEYORS	EA		
37805	COUPLING, SHAFT HALF: TYPE: RIGID DRIVE; BORE: 35 MM; OUTSIDE DIAMETER: 145 MM; LENGTH: 50 MM; MATERIAL: STL; SUPPL P/N: 1A3-000035; FROM REDUCER SHAFT SIDE, USED ON THE CLEAN-OUT CONVEYOR DRIVE GROUP ON THE RAW COAL FEEDER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
37807	SPROCKET: TEETH: 10; OUTSIDE DIAMETER: 250 MM; PITCH: 75 MM; ROOT DIAMETER: 180 MM; MATERIAL:	EA		

	STL; 2 X SPROCKETS, COMPLETE WITH SHAFT			
38858	SPIDER, COUPLING: COUPLING TYPE: FLEXIBLE; MATERIAL: RUBBER; INSIDE DIAMETER: 43 MM; OUTSIDE DIAMETER: 45 MM; THICKNESS: 16.4 MM; APPLICATION: NORMEX COUPLING 67; THE FOLLOWING IS REQUIRED WITH EVERY DELIVERY; SHELF LIFE; DATE OF MANUFACTURE AND METHOD OF STORAGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
44933	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 10 MM; CAPACITY: 26 L/MIN; SPEED: 1000 RPM; RATING: 25 MPA; REFERENCE NO: CPL 16; DRIVER WITHOUT MOTOR; FOR LUB OIL TYPE KASAPA; CYLINDER RATE 17; MAX PRESSURE P1 = 180 BAR; P2 = 210 BAR; P3 = 250 BAR; WITHOUT BELL-HOUSING AND SAE21 FLANGE AND COUPLING; TO BE SUPPLIED WITH INLET AND OUTLET O-RINGS	EA		
45186	KIT, PUMP REPAIR: TYPE: GEAR; APPLICATION: MILL GEARBOX LUBE OIL PUMP; COMPRISING: (1) DRIVEN SHAFT; (1) ROTOR;; RALOID; TYPE 5H ON MILL GEARBOXES; TYPE: ROTOR	EA		
0045614	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 8 MM; SPEED: 1000 RPM; DRIVER WITHOUT MOTOR, FOR JACKING OIL, TYPE KASAPA CPL 1.9, MAX PRESSURE P1=210, P2=250, P3=280, TO BE SUPPLIED WITH 2 O-RING SEALS	EA		
98650	SPRING: TYPE: COUPLING; DIMENSIONS: WD 57 X LG 160 MM; MATERIAL: STL; REFERENCE NO: 1070T; GRID SET, FOR USE ON 70/1070T STEELFLEX, USED ON MILL GEARBOXES	EA		
98651	COVER: TYPE: FALK COUPLING; DIMENSIONS: ID 90 X OD 160 X WD 95 MM; MATERIAL: ALUMINIUM; SUPPL P/N: 1070T10; COMPLETE WITH SEALS	EA		
110361	SPRING: TYPE: GRID; DIMENSIONS: WD 275 X LG 460 MM; MATERIAL: STL; CONSISTING OF FOUR SPRINGS, USED ON FALK COUPLING TYPE 1210T	EA		
176926	GEARBOX: TYPE: DOUBLE HELICAL SINGLE REDUCTION; RATIO: 6.200:1; SPEED: 992/160 RPM; POWER: 1550 KW; SHAFT SIZE: 160/270 MM; REFERENCE NO: 810CRS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
177013	GEARBOX: TYPE: SPEED REDUCER; RATIO: 64:1; SPEED: I/P 1420 RPM; POWER: 3 KW; SUPPL P/N: MVF150P; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
177509	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 55 MM; CAPACITY: 1.76 L/MIN; DRIVER WITHOUT MOTOR, 5H MAXIMUM FACE CAPACITY .	EA		
177569	PUMP, ASSEMBLY: TYPE: ROTARY; APPLICATION: PUMP; SUPPL P/N: PSC05L90; SEAL AIR; CONSISTING OF IMPELLER AND SHAFT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
553371	COUPLING, SHAFT FLEXIBLE: TYPE: LP LUBE OIL PUMP; BORE DIAMETER: 24 MM; TORQUE: 24.48 NM; MATERIAL: ALUMINIUM; SPEED: 1430 RPM; MANUF	EA		

	P/N: COUGE242; LENGTH 88.5 MM; MOTOR SHAFT 24 MM; KEYWAY WIDTH 8 MM; COUPLING OD 45 MM; PUMP SIZE 17.36 MM (TAPER 1:8); KEYWAY WIDTH 3.2 TO 4 MM; FOR USE ON MILL TRUNNION LUBE OIL SETS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
553373	COUPLING, SHAFT FLEXIBLE: TYPE: HP LUBE OIL PUMP; BORE DIAMETER: 24 MM; TORQUE: 24.48 NM; MATERIAL: ALUMINIUM; SPEED: 1430 RPM; MANUF P/N: COUGE241; LENGTH 89.3 MM; MOTOR SHAFT SIZE 24 MM; KEYWAY WIDTH 8 MM; COUPLING OD 45 MM; PUMP HALF COUPLING SIZE 9.7 MM (TAPER 1:8); KEYWAY WIDTH 2.4 MM; FOR USE ON MILL TRUNNION LUBE OIL SHAFT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
553374	COUPLING, SHAFT FLEXIBLE: TYPE: LUBE OIL PUMP; BORE DIAMETER: 11/24 MM; TORQUE: 24.48 NM; MATERIAL: RUBBER; SPEED: 1430 RPM; MANUF P/N: COU-R1-S04; LUBE OIL AND JACKING OIL PUMP COUPLING SPIDER; RUBBER INSERT WD 16 X OD 45 MM; FOR USE ON MILL TRUNNION LUBE OIL SETS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
0585645	COUPLING: TYPE: GRID SPRING RESILIENT; SIZE: OD 355.6 X LG 437.8 MM; MATERIAL: EN9 NORMALIZED; CONNECTION 1: KEYWAY; CONNECTION 2: KEYWAY; DRAWING NO: 23.63/57090 REV 0; ON THE SIZES THIS INCLUDES A 6 MM GAP; WITH KEY	EA		
0600339	INSERT, FLEXIBLE COUPLING: TYPE: MILL MOTOR; SIZE: WD 17 X LG 30 X HT 25 MM; MATERIAL: RUBBER; SUPPL P/N: STH217CPLG; OFF LIMIED END FLOAT KIT FOR STH2170CPLG; AN ADDITIONAL RUBBER WITH DIMENSIONS OD 400 X THK 6MM IS ALSO PRESENT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
0623370	PUMP, RECIPROCATING: TYPE: AIR OPERATED PISTON; SIZE: 1/4 X 3/8 IN; STYLE: ONE; CAPACITY: 1500 GAL/MIN; SPEED: 1400 RPM; RATING: 400 BAR; GREASE PUMP; TYPE: BARREL; RATIO: 50:1; TO BE USED IN RAASM SERIES 600 180KG DRUM ON MILLING PLANT INTELLI-LUB SYSTEM	EA		
623661	PUMP, RECIPROCATING: TYPE: AIR OPERATED PISTON; SIZE: 1/4 X 3/4 IN; STYLE: ONE; CAPACITY: 1500 GAL/MIN; SPEED: 1400 RPM; RATING: 400 BAR; SUPPL P/N: ILS-025; RATIO: 5:1; TO BE USED IN 50 KG GREASE ON MILLING PLANT INTELLI - LUB SYSTEM	EA		
638561	GEARBOX: TYPE: SECOND REDUCTION; RATIO: 13.4:1; SPEED: 1400/105 RPM; POWER: 0.171 KW; APPLICATION: MILL VOLUMETRIC FEEDER CLEAN OUT CONVEYOR DRIVE; ROTATION DIRECTION: BI DIRECTIONAL; SUPPL P/N: 2EA805120004; INPUT SHAFT DIA: 11MM HOLLOW; OUTPUT SHAFT DIA: 20MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		

## PART 3: SCOPE OF WORK

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## C3.1: PURCHASER’S GOODS INFORMATION

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## 1 Overview and purpose of the goods and services

Supply and Delivery of Milling Plant Spares Drives and Pumps at Lethabo Power Station.

Item No	Description	Base Unit of Measure	Quantity
25320	GEARBOX: TYPE: REDUCTION; REJECT FEEDER 31/39 GEAR; FOR COAL HANDLING PLANT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	5
25678	COUPLING, SHAFT HALF: TYPE: FLEXIBLE DRIVE; BORE: 93 MM; OUTSIDE DIAMETER: 115 MM; LENGTH: 125 MM; MATERIAL: STL; REFERENCE NO: 1070 T10; PILOT BORED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	30
27362	GEAR, HELICAL: TEETH: 100; BORE: 44 MM; FACE WIDTH: 30 MM; MATERIAL: BRASS; SUPPL P/N: 335-A1-341; 336-A1-341; WORM SHAFT AND WHEEL, 2ND STAGE REDUCER, USED ON THE CLEANOUT CONVEYOR REDUCER GROUP ON THE VOLUMETRIC COAL FEEDERS, TO BE SUPPLIED AND ISSUED AS A MATCH PAIR; DIAMETRAL PITCH: 0.43776; PITCH DIAMETER: 228.43MM	EA	20
37796	COUPLING, SHAFT HALF: TYPE: RIGID; BORE: 50 MM; OUTSIDE DIAMETER: 220 MM; LENGTH: 40 MM; MATERIAL: CI; SUPPL P/N: 1-A2-000255; DRAWING NO: ESKOM 20.58/56106 REV 1; 20.58/56106 REV01 REV 1; DRIVE SHAFT TO BELT PULLEY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	5
37797	STUD: TYPE: COAL FEEDER COUPLING DRIVE; DIAMETER: 22.22 MM; THREAD: 5/8 IN; LENGTH: 102 MM; MATERIAL: STAINLESS STEEL; THREAD LENGTH: 22 MM; SUPPL P/N: 1-A3-000257; THREAD 5/8" UNF, FOR USE ON THE RAW VOLUMETRIC FEEDER OF THE COAL CONVEYORS.	EA	120
37798	ASSEMBLY: TYPE: BUSHING; APPLICATION: COUPLING STUD; DIMENSIONS: ID 22.26 X OD 32 X LG 41.5 MM; MATERIAL: BRS/RUBBER; SUPPL P/N: 1-A3-000259; REFERENCE NO: 1W22181; RUBBER OD 44.5 MM (1 3/4") X LG 41.50, COAL FEEDER COUPLING DRIVE, FOR USE ON THE RAW COAL VOLUMETRIC FEEDER OF THE COAL CONVEYORS	EA	1 500
37805	COUPLING, SHAFT HALF: TYPE: RIGID DRIVE; BORE: 35 MM; OUTSIDE DIAMETER: 145 MM; LENGTH: 50 MM; MATERIAL: STL; SUPPL P/N: 1A3-000035; FROM REDUCER SHAFT SIDE, USED ON THE CLEAN-OUT CONVEYOR DRIVE GROUP ON THE RAW COAL FEEDER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	10
37807	SPROCKET: TEETH: 10; OUTSIDE DIAMETER: 250 MM; PITCH: 75 MM; ROOT DIAMETER: 180 MM; MATERIAL: STL; 2 X SPROCKETS, COMPLETE WITH SHAFT	EA	50
38858	SPIDER, COUPLING: COUPLING TYPE: FLEXIBLE; MATERIAL: RUBBER; INSIDE DIAMETER: 43 MM; OUTSIDE DIAMETER: 45 MM; THICKNESS: 16.4 MM; APPLICATION: NORMEX COUPLING 67; THE FOLLOWING IS REQUIRED WITH EVERY DELIVERY; SHELF LIFE; DATE OF MANUFACTURE AND METHOD OF STORAGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	80
44933	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 10 MM; CAPACITY: 26 L/MIN; SPEED: 1000 RPM; RATING: 25 MPA; REFERENCE NO: CPL	EA	1 000

	16; DRIVER WITHOUT MOTOR; FOR LUB OIL TYPE KASAPA; CYLINDER RATE 17; MAX PRESSURE P1 = 180 BAR; P2 = 210 BAR; P3 = 250 BAR; WITHOUT BELL-HOUSING AND SAE21 FLANGE AND COUPLING; TO BE SUPPLIED WITH INLET AND OUTLET O-RINGS		
45186	KIT, PUMP REPAIR: TYPE: GEAR; APPLICATION: MILL GEARBOX LUBE OIL PUMP; COMPRISING: (1) DRIVEN SHAFT; (1) ROTOR;; RALOID; TYPE 5H ON MILL GEARBOXES; TYPE: ROTOR	EA	5
004561 4	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 8 MM; SPEED: 1000 RPM; DRIVER WITHOUT MOTOR, FOR JACKING OIL, TYPE KASAPA CPL 1.9, MAX PRESSURE P1=210, P2=250, P3=280, TO BE SUPPLIED WITH 2 O-RING SEALS	EA	900
98650	SPRING: TYPE: COUPLING; DIMENSIONS: WD 57 X LG 160 MM; MATERIAL: STL; REFERENCE NO: 1070T; GRID SET, FOR USE ON 70/1070T STEELFLEX, USED ON MILL GEARBOXES	EA	200
98651	COVER: TYPE: FALK COUPLING; DIMENSIONS: ID 90 X OD 160 X WD 95 MM; MATERIAL: ALUMINIUM; SUPPL P/N: 1070T10; COMPLETE WITH SEALS	EA	50
110361	SPRING: TYPE: GRID; DIMENSIONS: WD 275 X LG 460 MM; MATERIAL: STL; CONSISTING OF FOUR SPRINGS, USED ON FALK COUPLING TYPE 1210T	EA	5
176926	GEARBOX: TYPE: DOUBLE HELICAL SINGLE REDUCTION; RATIO: 6.200:1; SPEED: 992/160 RPM; POWER: 1550 KW; SHAFT SIZE: 160/270 MM; REFERENCE NO: 810CRS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	8
177013	GEARBOX: TYPE: SPEED REDUCER; RATIO: 64:1; SPEED: I/P 1420 RPM; POWER: 3 KW; SUPPL P/N: MVF150P; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	5
177509	PUMP, ROTARY: TYPE: GEAR; PORT SIZE: 55 MM; CAPACITY: 1.76 L/MIN; DRIVER WITHOUT MOTOR, 5H MAXIMUM FACE CAPACITY .	EA	5
177569	PUMP, ASSEMBLY: TYPE: ROTARY; APPLICATION: PUMP; SUPPL P/N: PSC05L90; SEAL AIR; CONSISTING OF IMPELLER AND SHAFT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	5
553371	COUPLING, SHAFT FLEXIBLE: TYPE: LP LUBE OIL PUMP; BORE DIAMETER: 24 MM; TORQUE: 24.48 NM; MATERIAL: ALUMINIUM; SPEED: 1430 RPM; MANUF P/N: COUGE242; LENGTH 88.5 MM; MOTOR SHAFT 24 MM; KEYWAY WIDTH 8 MM; COUPLING OD 45 MM; PUMP SIZE 17.36 MM (TAPER 1:8); KEYWAY WIDTH 3.2 TO 4 MM; FOR USE ON MILL TRUNNION LUBE OIL SETS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	200
553373	COUPLING, SHAFT FLEXIBLE: TYPE: HP LUBE OIL PUMP; BORE DIAMETER: 24 MM; TORQUE: 24.48 NM; MATERIAL: ALUMINIUM; SPEED: 1430 RPM; MANUF P/N: COUGE241; LENGTH 89.3 MM; MOTOR SHAFT SIZE 24 MM; KEYWAY WIDTH 8 MM; COUPLING OD 45 MM; PUMP HALF COUPLING SIZE 9.7 MM (TAPER 1:8); KEYWAY WIDTH 2.4 MM; FOR USE ON MILL TRUNNION LUBE OIL SHAFT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	200
553374	COUPLING, SHAFT FLEXIBLE: TYPE: LUBE OIL PUMP; BORE DIAMETER: 11/24 MM; TORQUE: 24.48 NM; MATERIAL: RUBBER; SPEED: 1430 RPM; MANUF P/N: COU-R1-S04; LUBE OIL AND JACKING OIL PUMP COUPLING SPIDER; RUBBER INSERT WD 16	EA	60

	X OD 45 MM; FOR USE ON MILL TRUNNION LUBE OIL SETS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).		
058564 5	COUPLING: TYPE: GRID SPRING RESILIENT; SIZE: OD 355.6 X LG 437.8 MM; MATERIAL: EN9 NORMINALIZED; CONNECTION 1: KEYWAY; CONNECTION 2: KEYWAY; DRAWING NO: 23.63/57090 REV 0; ON THE SIZES THIS INCLUDES A 6 MM GAP; WITH KEY	EA	5
060033 9	INSERT, FLEXIBLE COUPLING: TYPE: MILL MOTOR; SIZE: WD 17 X LG 30 X HT 25 MM; MATERIAL: RUBBER; SUPPL P/N: STH217CPLG; OFF LIMIED END FLOAT KIT FOR STH2170CPLG; AN ADDITIONAL RUBBER WITH DIMENSIONS OD 400 X THK 6MM IS ALSO PRESENT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	70
062337 0	PUMP, RECIPROCATING: TYPE: AIR OPERATED PISTON; SIZE: 1/4 X 3/8 IN; STYLE: ONE; CAPACITY: 1500 GAL/MIN; SPEED: 1400 RPM; RATING: 400 BAR; GREASE PUMP; TYPE: BARREL; RATIO: 50:1; TO BE USED IN RAASM SERIES 600 180KG DRUM ON MILLING PLANT INTELLI-LUB SYSTEM	EA	8
623661	PUMP, RECIPROCATING: TYPE: AIR OPERATED PISTON; SIZE: 1/4 X 3/4 IN; STYLE: ONE; CAPACITY: 1500 GAL/MIN; SPEED: 1400 RPM; RATING: 400 BAR; SUPPL P/N: ILS-025; RATIO: 5:1; TO BE USED IN 50 KG GREASE ON MILLING PLANT INTELLI - LUB SYSTEM	EA	20
638561	GEARBOX: TYPE: SECOND REDUCTION; RATIO: 13.4:1; SPEED: 1400/105 RPM; POWER: 0.171 KW; APPLICATION: MILL VOLUMETRIC FEEDER CLEAN OUT CONVEYOR DRIVE; ROTATION DIRECTION: BI DIRECTIONAL; SUPPL P/N: 2EA805120004; INPUT SHAFT DIA: 11MM HOLLOW; OUTPUT SHAFT DIA: 20MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	150

## 2 Specification and description of the goods

### 2.1 Purchaser's design

Not applicable to this contract.

### 2.2 Procedure for submission and acceptance of Supplier's design

Not applicable to this contract.

### 2.3 Other requirements of the Supplier's design

Not applicable to this contract.

### 2.4 Use of Supplier's design

The Purchaser is allowed to use the designs, drawings and documents for the purpose of verifying goods supplied goods and the fulfilment of PQP/ CQP/QCP

### 2.5 Manufacture & fabrication

Not applicable to this contract.

### 2.6 Factory acceptance testing (FAT)

Not applicable to this contract.

## 2.7 Other tests and inspections and commissioning in place of use

Not applicable to this contract.

## 2.8 Operating manuals and maintenance schedules

Not applicable to this contract..

## 3 Supply Requirements

- All Spares to be supplied as per supplied scope.

## 4 Specification of the *services* to be provided

Not applicable to this contract.

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

### 5.1 Programming constraints

<i>goods and services</i>	Delivery Date
All Milling Plant Spares Drives and Pumps	2 weeks after placement of order

### 5.2 Work to be done by the Delivery Date

Not applicable to this contract.

### 5.3 Marking the *goods*

Not applicable to this contract.

### 5.4 Constraints at the delivery place and place of use

- a) Lethabo Power Station Site access will be adhered to. The *Supplier* informs the *Purchaser* timeously to make all necessary arrangements.
- b) All *goods* to be delivered at the stores during normal working hours (7:00 am – 16:00 pm). An appointment/notice for Delivery to be arranged with the *Purchaser's* Manager 24 hours in advance

### 5.5 Cooperating with Others

The *Supplier* cooperates with the stores personnel during Delivery. The *Supplier* co-operates with the *Purchasers* team in ensuring that the goods are delivered in accordance to all requirements

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

- a) The Supplier provides offloading people to assist with offloading at receiving. NB: The Supplier offloading team names must be part of the valid approved safety file

## 5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	When the need arises	TBC	<i>Purchaser, Supplier, and Cross functional team members</i>

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

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

## 5.8 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself.

The manufacturing data books shall be submitted in hardcopy and soft copy format.

## 5.9 Health and safety risk management

a) The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any *goods* for this Contract.

b) The *Supplier* shall comply with Site health and safety requirements for Lethabo Power Station when delivering *goods*.

c) Site Delivery safety requirements to be adhered to - And can be obtained through the *Purchaser's Manager* In line with the SHE specification

d) The *Supplier* submits safety file for approval before access is granted

e) The *Supplier* maintains the safety file validity in line with Site requirements

f) The mode of transport for Delivery should comply with Site requirement in line with issued SHE specification

g) *Supplier* to update their safety file yearly and each time they make changes on their staff or personnel

h) The *Supplier* ensures that when changing a team member, the new team gets inducted and all process of safety file approval is adhered to- before gaining access to site

The *Supplier* shall comply with the health and safety requirements contained in Annexure A to this Goods Information.

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

## 5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints when doing deliveries at LethaboPower Station premises regarding:

a) The vehicle used for Delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.

b) The material used for supporting the *goods* being delivered are correctly disposed and are without

harm to environment. The *Supplier* must comply with Site Environmental management plan (EMP) and other requirement.

c) The *Supplier* complies with Environmental aspect and impact register

d) The *Supplier* complies with all Site environmental management procedures, especially the waste management and oil spillages.

The *Supplier* shall comply with the environmental criteria and constraints contained in Annexure B

### 5.11 Quality

a) The *Supplier* compiles the baseline Quality Control plan

b) Quality Control Plan (QCP) must be approved by both the *Suppliers*, Eskom engineer and QC inspector before commencing with any deliveries at the beginning of the contract

c) Material certificates, mechanical testing certificate and NDT certificates should be part of the data package accompanying the QCPs.

d) All delivered goods will be subjected to QC verification by an Employer's Quality personnel at receiving at per detailed item description found in heading 2 table

e) The *Supplier* must comply with Eskom's Supply Quality Management Specification (Document No: 240-105658000) and ISO 9001:2015 requirements.

f) The *Employer* will on frequent basis conduct the *Supplier's* performance/ compliance in accordance to QM 58 and ISO 9001 and NCR will be raised for non-compliance be raised for non-compliance

The *Supplier* shall comply with the quality criteria and constraints contained in Annexure C of the Invitation to Tender

### 5.12 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;

NB: All assessment and data books requirements to be met before any payment can be processed

### 5.13 Insurance provided by the *Purchaser*

Not applicable to this contract.

### 5.14 Contract change management

The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the *Purchaser's* manager.

### 5.15 Provision of bonds and guarantees

Not applicable to this contract.

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

Early warning to be given by any of the Parties as soon either becomes aware of matters that could increase the total of total Prices, delay Completion etc. All the Compensation events will be implemented through the raising of an early warning. See NEC Core clause 16.1 and 63.1 and 63.2

## 6 Procurement

### 6.1 Subcontracting

#### 6.1.1 Preferred subcontractors

Not applicable to this contract.

#### 6.1.2 Limitations on subcontracting

Not applicable to this contract.

#### 6.1.3 Spares and consumables

Not applicable to this contract.

#### 6.1.4 Other requirements related to procurement

The Following is SD&L/ CSI Requirement:

The CSI target for this tender is 2% of the local content value (contracted amount minus the foreign portion) if applicable

#### 6.1.5 Cataloguing requirements by the *Supplier*

Not Applicable to this contract

## 7 List of drawings

### 7.1 Drawings issued by the *Purchaser*

Not applicable. Reference number provided with the materials to be utilised.

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.

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