



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 MV Switchgears at Medupi
Power Station for a period of 60 months (5 years) on
an as and when required (ADHOC)**

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:

Supply and delivery of MV Switchgears at Medupi Power Station for a period of 60 months (5 years) on an as and when required (ADHOC)

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

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)*Name &
signature
of witness

Date

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

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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 X3: Multiple currencies X7: Delay damages X17: Low performance damages Z: Additional conditions of contract
	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.	[•]
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	Lebo Pebane
	Address	Medupi Power station
	Tel	017 612 6663
	Fax	N/A
	e-mail	pebanel@eskom.co.za
11.2(13)	The <i>goods</i> are	MV Switchgears
11.2(13)	The <i>services</i> are	Supply and delivery of MV Switchgears at Medupi Power Station for a period of 60 months (5 years) on an as and when required (ADHOC)
11.2(14)	The following matters will be included in the Risk Register	Late delivery, Delivery of a wrong, Obsolete spares/ items

² 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	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) weeks	
2	The <i>Supplier's</i> 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.	TBC	
30.1	The <i>delivery date</i> of the goods and services is:	<i>goods and services</i>	<i>delivery date</i>
		1	As per purchase order
		2	
		3	
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	As per agreed date on the purchase order	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One (1) week of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two (52) weeks after Delivery.	
43.2	The <i>defect correction period</i> is	To be agreed within 48 Hours, on the first working day from receipt of the Purchaser's written defects notification	
	except that the <i>defect correction period</i> for	[•] is [•] weeks	
	and the <i>defect correction period</i> for	[•] is [•] weeks	
42.2	The <i>defects access period</i> is	Five (5) days	
	except that the <i>defect access period</i> for	[•] is [•]	
	and the <i>defect access period</i> for	[•] is [•]	
5	Payment		
50.1	The <i>assessment interval</i> is	between the twenty-five (25) days 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	Eight to nine (8-9) weeks after valid invoice is accepted.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	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	Only the risks under sub-clause 80.1 of the NEC3 SC
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	<p>(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</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R[•] [This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]
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	R[•] [This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]
88.5	The <i>end of liability date</i> is	One (1) year 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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of
	- if the arbitration procedure does not state who selects an arbitrator, is	the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Rates are fixed and firm for first 12 months after first order placement date. There after CPA escalation will apply. Base date will be the month before the month which the enquiry closes.
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by

		85%.	Electrical Engineering	SEIFSA Table: [G-1]
		15%	non-adjustable	
		100		
X2	Changes in the law			
X2.1	A change in the law of		[•] is a compensation event if it occurs after the Contract Date	
X3	Multiple currencies			
X3.1	The Purchaser will pay for these items in the currencies stated		Items	Other currency
			[•]	Total maximum payment in the currency
			[•]	
			[•]	
X3.1	The exchange rates are those published in		[•] on [•] (date)	
	The items will be paid in the other currency - to a foreign Bank account nominated by the Supplier - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the Purchaser before the Contract Date.			
	(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)			
X7	Delay damages			
X7.1	Delay damages for Delivery are		Delivery of	amount per day
No.	KPA	Employer's Requirement	Damages payable by Contractor	
1	On time delivery to Medupi Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of full purchase order cost for 10days of delay of purchase order up to maximum of 10% of total value.	
2	On time delivery to Medupi Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	Failure to deliver will lead to contract termination. And a contractor will not be considered to do business with Medupi Power Station for two (2) years after termination of a contract	
X17	Low performance damages			

X17.1	The amounts for low performance damages are:	amount	performance level
		Contractor's full cost	for Premature failure and defects rectification
		5% of Purchase order value	for Defects between 32-45 days
		7.5% of Purchase order value	for Delays between 46-59 days
		10% of Purchase order value	for Delays between 60 days and more
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 *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 <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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

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

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, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e., 10-minute TWA.

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

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	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the <i>Supplier</i>	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*

[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)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ 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) Rate based								
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><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1 [•]</td><td>[•]</td></tr><tr><td>2 [•]</td><td>[•]</td></tr><tr><td>3 [•]</td><td>[•]</td></tr></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:									

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

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

63.2

The *percentage for overheads and profit*
added to the Defined Cost is

%

PART 2: PRICING DATA

NEC3 Supply Contract

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

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>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *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*

Material nr	Description	Unit	Rate
715353	RELAY, CONTROL: CONTACT RATING: 10 A; CONTACT ARRANGEMENT: 3NO 3NC; COIL VOLTAGE: 250 V; ACTION: IPST; MOUNT: PANEL OR RAIL; TERMINAL: SCREW; ENCLOSURE RATING: IP20; TYPE: HIGH POWER; SUPPL P/N: FINDER 90.21.0; RELAY CTRL: FINDER 90.21.0; 10 A - 240 V; 2 KV VAC DIELECTRIC STRENGTH; IP20; MV SWITCHGEAR SPARE	EA	R
693482	RELAY, CONTROL: CONTACT RATING: 6 A; CONTACT ARRANGEMENT: 4 POLE; COIL VOLTAGE: 24 VDC; ACTION: SINLGE PHASE; MOUNT: PLUG IN MOUNT; TERMINAL: 8/11 PIN PLUG 22.5MM WIDE; SCREWLESS TERMINALS OUTPUT: 4 CONTACTS; CONTACT MATERIAL: AGNI + AU; ENCLOSURE RATING: IP 54; SPECIFICATION: IEC 61810-7; TYPE: NON LATCHING RELAY DPDT; OEM P/N: 7S.14.9.024.0220; 24 VDC COIL NON-LATCHING RELAY DPDT; 6 A; 250 V SWITCHING CURRENT DIN RAIL; 4 POLE; DATASHEET REQUIRED UPON RFQ 2 NO + 2 NC; UN 24V; EN 50205 TYPE A	EA	R
	Finder 60.13 220VDC including base	EA	R
575184	RELAY, CONTROL: CONTACT RATING: 220 V 10 A; CONTACT ARRANGEMENT: 2NO 2NC; COIL VOLTAGE: 24 VDC; ACTION: SPDT; MOUNT: HORIZONTAL; TERMINAL: 11 PIN; CONTACT MATERIAL: COPPER; TYPE: INTERPOSING; MANUF P/N: 60.13	EA	R
557334	BASE, RELAY: MANUF P/N: 94.04; 55.34	EA	R
737937	CT:7.2/28/75 KV;400/1 / 1400/1;25KA/3S	EA	R
738511	CT:12/38/75 KV;800/1, 3000/1;25KA/3S	EA	R
	CT:12/38/75 KV;800/1, 800/1,800/1, 3000/1;25KA/3S	EA	R
738512	CT:12/38/75 KV;800/1, 100/1, 3000/1;25KA/3S	EA	R
M-REQ-000111546	CT:7.2/28/75 KV;350/1, 1400/1;25KA/3S	EA	R
738514	CT:7.2/28/75 KV;1200/1, 1400/1;25KA/3S	EA	R
738487	CT:7.2/28/75 KV;1400/1;25KA/3S;10/10 VA	EA	R
738488	CT:7.2/28/75 KV;500/1;25KA/3S;10 / 10 VA	EA	R
738490	CT:7.2/28/75 KV;300/1 / 300/1;25 KA/3S	EA	R
M-REQ-000111564	CT:12 KV;3000 A;45KA/3S;10 VA;1; NATURAL	EA	R
738493	CT:12 KV;3000/1, 3000/1;45KA/3S;10 VA;1; NATURAL	EA	R
738501	CT:12 KV;2500 A;45KA/3S;15 VA;1; NATURAL	EA	R
737936	CT:12 KV;2500 A;45KA/3S;10 VA;1; NATURAL	EA	R
	CT:12/38/75 KV;500/1, 3000/1;25KA/3S	EA	R

	CT:12/38/75 KV;500/1, 100/1,3000/1;25KA/3S	EA	R
693356	TRANSFORMER, CURRENT: POTENTIAL: 7.2/28/75 KV; CURRENT: 350/1, 1400/1; SHORT CIRCUIT CURRENT: 25KA/3S; CORE TYPE: CLASS 10P20, CLASS: 5P15; APPARENT POWER: 10 / 10 VA; COOLING TYPE: NATURAL; INCLOSURE TYPE: RESIN ENCAPSULATED; SPECIFICATION: IEC 60044-1; CURRENT RATIO: 350/1, 1400/1; TYPE: BLOCK TYPE CT; CLASS: CLASS 10P20, CLASS: 5P15; REFERENCE NO: 86179-2; DATASHEET REQUIRED UPON RFQ; RATIO: 350/1; 10VA; CLASS 10P20; R 2.205 OHM 1400/1; 10VA; CLASS 5P15; R 5.549 OHM; SER NO: 86179-2; BIL: 7.2/28/75KV; 25KA/3S; JOB: MED0501C06	EA	R
675474	TRANSFORMER, CURRENT: POTENTIAL: 7.2 KV; CURRENT: 400 A; SHORT CIRCUIT CURRENT: 25KA/3S; CORE TYPE: BURDEN 7.5VA; CLASS 10P10; APPARENT POWER: 7.5 VA; COOLING TYPE: NATURAL; SPECIFICATION: IEC 60044-1; CURRENT RATIO: 400:1; TYPE: BLOCK TYPE; CLASS: 10P10 A; APPLICATION PROTECTON CT; DATASHEET REQUIRED UPON RFQ	EA	R
675667	TRANSFORMER, CURRENT: POTENTIAL: 12 KV; CURRENT: 600 MA; SHORT CIRCUIT CURRENT: 45KS/3S; CORE TYPE: BURDEN 15VA; CLASS 5P20; APPARENT POWER: 15 VA; PHASE: 1; COOLING TYPE: NATURAL; INCLOSURE TYPE: RESIN ENCAPSULATED; SPECIFICATION: IEC60044-1; CURRENT RATIO: 600:1; TYPE: BLOCK TYPE; CLASS: 5P20; APPLICATION DIFFERENTIAL CT. DATASHEET REQUIRED UPON RFQ	EA	R
675476	TRANSFORMER, CURRENT: POTENTIAL: 12 KV; CURRENT: 800 A; SHORT CIRCUIT CURRENT: 40KA/3S; CORE TYPE: BURDEN 10VA; CLASS 10P10; APPARENT POWER: 10 VA; PHASE: 1; COOLING TYPE: NATURAL; INCLOSURE TYPE: RESIN ENCAPSULATED; SPECIFICATION: IEC 60044-1; CURRENT RATIO: 800:1; TYPE: BLOCK TYPE; CLASS: 10P20 A; REFERENCE NO: 85793-1; APPLICATION PROTECTION CT; DATASHEET REQUIRED UPON RFQ	EA	R
	CT:12/38/75 KV;800/1, 200/1,3000/1;25KA/3S	EA	R
	CT:12/38/75 KV;600/1, 100/1,2500/1;25KA/3S	EA	R
M-REQ-000251999	CT:12/38/75 KV;800/1, 800/1,3000/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;150/1, 1400/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;350/1, 350/1;25KA/3S	EA	R
675475	TRANSFORMER, CURRENT: POTENTIAL: 7.2 KV; CURRENT: 400 A; SHORT CIRCUIT CURRENT: 25KA/3S; CORE TYPE: BURDEN 10VA; CLASS 10P10; APPARENT POWER: 10 VA; PHASE: 1; COOLING TYPE: NATURAL; INCLOSURE TYPE: RESIN ENCAPSULATED; SPECIFICATION: IEC 60044-1; CURRENT RATIO: 400:1; TYPE: BOLCK TYPE; CLASS: 10P10; APPLICATION PROTECTION CT; DATASHEET REQUIRED UPON RFQ	EA	R
675668	TRANSFORMER, CURRENT: POTENTIAL: 7.2 KV; CURRENT: 400 A; SHORT CIRCUIT CURRENT: 25K/3S; CORE TYPE: BURDEN 10VA; CLASS 5P20; PHASE: 1; COOLING TYPE: NATURAL; INCLOSURE TYPE: RESIN ENCAPSULATED; SPECIFICATION: IEC 60044-1; CURRENT RATIO: 400:1; TYPE: BLOCK TYPE; CLASS: 5P20; APPLICATION DIFFERENTIAL CT. DATASHEET REQUIRED UPON RFQ	EA	R

	CT:7.2/28/75 KV;200/1, 1400/1;25KA/3S	EA	R
	CT:12/38/75 KV;400/1, 2500/1;25KA/3S	EA	R
	CT:12/38/75 KV;600/1, 600/1,600/1,2500/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;150/1, 150/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;100/1,1;25KA/3S,class 1, 2.5VA - core balance	EA	R
	CT:7.2/28/75 KV;100/1,1;25KA/3S,class 0.5, 2.5VA - core balance	EA	R
	CT:7.2/28/75 KV;100/1, 100/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;200/1, 150/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;600/1, 500/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;500/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;50/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;200/1;25KA/3S	EA	R
	CT:7.2/28/75 KV;200/1,200/1,150/1;25KA/3S	EA	R
669283	LAMP, LIGHT EMITTING DIODE: CURRENT: 15 MA; POTENTIAL: 230 V; MANUF P/N: 3SB3901-1QG; 26X26MM; BULB DIAMETER 10MM; COLOR: SUPER-BRIGHT WHITE; BASE TYPE: BA9S	EA	R
642385	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 V; POWER: 0.18 W; COLOR: RED; LAMP STYLE: LED; SUPPL P/N: MRE	EA	R
642386	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 V; POWER: 0.18 W; COLOR: WHITE MILKY; LAMP STYLE: LED; MANUF P/N: MRE	EA	R
146535	LAMP, INCANDESCENT: TYPE: XENON FLASHLIGHT; POWER: 3.6 W; POTENTIAL: 7.2 V; BASE: MINIATURE FLANGE; COLOR: CLEAR; BULB: PR118; 0.75 AMP.	EA	R
581683	HOLDER, LAMP: TYPE: KA2-2025; LAMP BASE: 230VAC/DC LED; POWER: 2 W; MATERIAL: PLASTIC; OEM P/N: MCBH-001	EA	R
621474	HOLDER, LAMP: TYPE: RED LIGHT LED; LAMP BASE: LB4; POWER: 0.99 W; MATERIAL: PLASTIC; APPLICATION: SWITCHGEAR INDICATION LIGHTS; SPECIFICATION: LOVATO-75051414; SUPPL P/N: 8LM2TLB4; VOLTAGE:18-30V AC/DC; MAX 33MA	EA	R
	220V DC line filters	EA	R
575208	BREAKER, CIRCUIT: POTENTIAL: 400 V; CURRENT: 10 A; POLE: 2; TYPE: MCB; INTERRUPT CAPACITY: 10 KA; MANUF P/N: EP102 UCC 10A	EA	R
	GE 10A Single Pole MCB + Isolator Unit	EA	R
575168	BREAKER, CIRCUIT: POTENTIAL: 400 V; CURRENT: 16 A; POLE: 2; COLOR: GRAY; TYPE: MCB; INTERRUPT CAPACITY: 10 KA; MANUF P/N: EP102 UCC 16A	EA	R
575206	BREAKER, CIRCUIT: POTENTIAL: 400 V; CURRENT: 2 A; POLE: 2; COLOR: GRAY; TYPE: MCB; INTERRUPT CAPACITY: 10 KA; MANUF P/N: EP102 UCC 2A	EA	R

575233	BREAKER, CIRCUIT: POTENTIAL: 400 V; CURRENT: 2 A; POLE: 1; COLOR: GRAY; TYPE: MCB; INTERRUPT CAPACITY: 10 KA; MANUF P/N: G101C 2A	EA	R
	GE 2A Three Pole MCB	EA	R
	GE 4A Three Pole MCB	EA	R
	GE 6A Double Pole MCB	EA	R
575284	EARTH LEAKAGE: TYPE: TRIP UNIT; CURRENT: 5 A; POTENTIAL: 550 VAC; LEAKAGE CURRENT: 32 MA; MANUF P/N: EL-EIN-30; COIL VOLTAGE: 690V; MOUNT: PANEL; TERMINAL: 11 X SCREW; CONTACT ARRANGEMNET: 1 NO 1 NC	EA	R
575183	BREAKER, CIRCUIT: POTENTIAL: 240-415 VAC; CURRENT: 40 A; POLE: 3; SPECIFICATION: GC63C40; TYPE: MCB; INTERRUPT CAPACITY: 10 KA; MANUF P/N: 674657	EA	R
	Synchronisation VT Selection Relays	EA	R
	20V Chop Over DC relay	EA	R
	SIZE 2 CASE, 2B SELF RESETCONTACTS. DC SELF RESET REVERSE FLAG, 220VDC	EA	R
	Contact Protection unit (Snubber)	EA	R
	40A BOARD DC SELECTION SWITCH	EA	R
	ARC PROTECTION ISOLATING	EA	R
	BUSZONE ISOLATING	EA	R
	DC SUPPLY SELECT	EA	R
715401	INSULATOR: TYPE: BUSBAR SPOUT/INSULATOR; DIMENSIONS: WD 1000 MM; MATERIAL: RESIN; POTENTIAL: 11 000 V; CURRENT RATING: 2500 A; SUPPL P/N: EIBAE0008-04	EA	R
715400	INSULATOR: TYPE: BUSBAR SPOUT; DIMENSIONS: WD 750 MM; MATERIAL: RESIN; POTENTIAL: 11 000 V; CURRENT RATING: 800 - 1250 A; SPECIFICATION: CANTILEVER ID/ESKOM DSP 34-1677; CORROSION/MAT DSP 34-213/34-224; DESIGN TESTS-KIPTS; SPINDLE D-DT-3050; STD SANS/IEC 60383 PART 1; SUPPL P/N: EIBAE0008-01	EA	R
715360	INSULATOR: TYPE: BUSBAR SPOUT; DIMENSIONS: WD 1000 MM; MATERIAL: RESIN; POTENTIAL: 11 000 V; CURRENT RATING: 3150 A; SUPPL P/N: EIBAE0008-03	EA	R
575159	TERMINAL: TYPE: SPRING LOADED; RATING: 1 KV 32 A; SPECIFICATION: IEC60947-7-1; MATERIAL: POLYAMIDE 6/6; SUPPL P/N: KULT 4; 0.5 MM2 - 4 MM2 STRANDED CONDUCTOR AND SOLID 0.5 TO 6 MM2; WIRE STRIPPING LENGTH: 12 MM; CONNECTION TYPE: (2) SCREW CLAMP, (1) TAPPED HOLE FOR CROSS CONNECTION; MOUNT: RAIL; SCREW TYPE: M4	EA	R
575220	TERMINAL: TYPE: SPRING LOADED; RATING: 1 KV 57 A; SPECIFICATION: IEC 60947-7-1; MATERIAL: POLYAMIDE 6/6; MANUF P/N: KULT1; 1.5-10 MM2 STRANDED CONDUCTOR; CONNECTION: (2) SCREW CLAMP; (1) TAPPED HOLE FOR CROSS CONNECTION	EA	R

626361	BLOCK, TERMINAL: POTENTIAL: 1 KVAC; CURRENT: 16 A; WIRE SIZE: 16 MM ² ; CIRCUIT: 2; WIDTH: 57 MM; LENGTH: 63 MM; TERMINAL QUANTITY: 1; SUPPL P/N: WDU16	EA	R
626362	BLOCK, TERMINAL: POTENTIAL: 275 VAC; CURRENT: 28 A; WIRE SIZE: 4 MM ² ; CIRCUIT: 2; WIDTH: 27 MM; LENGTH: 30 MM; SPECIFICATION: AKZ4; TERMINAL QUANTITY: 1; REFERENCE NO: 029436-00-00	EA	R
633978	CONNECTOR: TYPE: TERMINAL BLOCK; DIMENSIONS: WD 42.5 X HT 42 X THK 6.2 MM; MATERIAL: VINYL; SUPPL P/N: JUK 2.5B; REFERENCE NO: JUK 2.5B; JUK 2.5B, V: 800V, I: 32A, SOLID CROSS SECTION: 0.2 - 4 MILLIMETERS SQUARE, CONNECTION STANDARD IEC 60947-7-1, INSULATION MATERIAL PA66, SCREW TERMINAL BLOCK	EA	R
633980	CONNECTOR: TYPE: TERMINAL BLOCK; DIMENSIONS: WD 55 X HT 62 X THK 15.2 MM; MATERIAL: VINYL; SUPPL P/N: JUK 35N; REFERENCE NO: JUK 35N; JUK 35N, V: 800V, I: 125A, SOLID CROSS SECTION: 10-35 MILLIMETER SQUARE. CONNECTION STANDARD IEC60947-7-1, INSULATION MATERIAL PA66, SCREW TERMINAL BLOCK	EA	R
633995	CONNECTOR: TYPE: TERMINAL BLOCK; DIMENSIONS: WD 42.5 X HT 47 X THK 8.2 MM; MATERIAL: POLYSTYRENE; SUPPL P/N: JUK 6N; REFERENCE NO: JUK 6N; JUK 6N, 800V, 57A, 6MM ² , SEPARATING PLATE:TS-K	EA	R
636025	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 37 A; SUPPL P/N: JUSLKG6	EA	R
636027	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 34 A; MANUF P/N: JUSLKG3; WIRE 2.5 MM ² ; WD 5.2 MM; MOUNTING RAIL DIN 32/35	EA	R
636028	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 101 A; SUPPL P/N: JUSLKG16; WD 12.5 MM; MOUNTING DIN RAIL 32/35; WIRE 16 MM ²	EA	R
636029	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 34 A; MANUF P/N: JUSLKG5; WD 6.2 MM; MOUNTING RAIL DIN 32/35; WIRE 4 MM ²	EA	R
636032	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 76 A; MANUF P/N: JUSLKG10; WD 10.2 MM; MOUNTING RAIL DIN 32/35; WIRE 10 MM ²	EA	R
636033	TERMINAL: TYPE: ECONO DIN RAIL EARTH; RATING: 500 V 125 A; WIRE 35 MM ² ; WIDTH 15.2 MM; MOUNTING RAIL DIN 32/35	EA	R
575147	TERMINAL: TYPE: BLOCK; RATING: 800 V; MATERIAL: KPSL; MANUF P/N: KULT6; 8 MM SPRING LOADED; 6 SQ MM; 0.8 NM	EA	R
636026	TERMINAL: TYPE: RAIL MOUNTED; RATING: 800 V 32 A; SUPPL P/N: JUK3N; WD 5.2 MM; WIRE SIZE 4 MM ²	EA	R
716603	FUSE, CARTRIDGE: CURRENT: 10 A; POTENTIAL: 400 VAC; CONNECTION TYPE: TERMINAL; DIMENSIONS: DIA 10 LG 35 MM; INTERRUPT CAPACITY: 63 KA; TYPE: NEOZED; CASE MATERIAL: CERAMIC; SPECIFICATION: IEC 60269-3-1; SUPPL P/N: 5SE2 310; REFERENCE NO: 4 001869 005959; CURRENT RATING : 10A; VOLTAGE RATING : 400V AC; APPLICATION CATEGORY : GG; MATERIAL : CERAMIC; BREAKING CAPACITY AT MAXIMUM VOLTAGE RATING : 50KA @ 400V AC, 8KA @ 250V DC	EA	R

575273	TERMINAL: TYPE: 28 WAY TEST BLOCK; RATING: 300 V 20 A; MANUF P/N: MMLG01; 10094077	EA	R
645652	TYPE PK2 4 Way TEST BLOCKS	EA	R
	Current Transducer (0-1A, 4-20mA, Aux supply = 220V AC)	EA	R
	Frequency Transducer (0-110Vac, 4- 20mA, Aux supply = 220V AC)	EA	R
675670	TRANSDUCER: TYPE: POWER; INPUT: 0-1 A; OUTPUT: 420 MA; POWER SOURCE: 220 VAC; APPLICATION: POWER MEASUREMENTS; SPECIFICATION: EN 60688; SUPPL P/N: MT 440; POWER TRANSDUCER (0-132 V, 0-1 A, 4-20 MA), MT 440-84200 MULTI TRANSDUCER, ISKRA, SN: MT091484 INPUTS: 3B, 11 KV/110 V, 3000 A/1A, I/O1:0.57 MW. DATA SHEET REQUIRED UPON RFQ	EA	R
639166	TRANSDUCER: TYPE: AUXILIARY EDC/AC; INPUT: 0.1-75 MV; OUTPUT: 4-20 MA; POWER SOURCE: 300 V; MANUF P/N: MI456; REFERENCE NO: T4565115; CAT III; SW 1.08 HW.A	EA	R
	11kV Digital voltmeter	EA	R
	6,6kV Digital voltmeter	EA	R
	MTX BUSBAR VT & WINDINGS	EA	R
	CABLE VT CARRIAGE & WINDINGS	EA	R
	MTX BUSBAR VT & WINDINGS	EA	R
	CABLE VT CARRIAGE & WINDINGS	EA	R
120658	SWITCH, LIMIT: POTENTIAL: 600 V; ACTION: SPDT; ACTUATOR: ROLLER LEVER; CONTACT ARRANGEMENT: 1NO 1NC; ENCLOSURE RATING: CI; SUPPL P/N: CHW93053	EA	R
574419	HUB, NETWORK: TYPE: ETHERNET; ACCESS TIME: 100MBPS; PORT TYPE: ETHERNET; POTENTIAL: 85-264 VAC; MANUF P/N: PT-7828-R-HV-HV; MODULAR MANAGED; WITH 3 SLOTS FOR 100MBPS MODULES AND 1 SLOT FOR GBPS MODULE; LED DISPLAY ON FRONT PANEL WITH 2 88-300VDC OR 85-264VAC POWER SUPPLIES	EA	R
574420	HUB, NETWORK: TYPE: ETHERNET; ACCESS TIME: 100MBPS; PORT TYPE: RJ45/ETHERNET; POTENTIAL: 85-264 VAC; MANUF P/N: PT-7728-R-HV-HV; 3 SLOTS FOR MBPS MODULES; 1 SLOT FOR GBPS MODULE; PORTS ON FRONT; LAYER 3 ROUTING MODULAR MANAGED	EA	R
583419	LUBRICANT: TYPE: SYNTHETIC; FORM: LIQUID; CONTAINER: CAN 500 G; MANUF P/N: ST312-111-001	EA	R
583420	LUBRICANT: TYPE: FL; FORM: LIQUID; CONTAINER: CAN 500 G; MANUF P/N: 5008153	EA	R
664754	LUBRICANT: TYPE: ELECTRICAL CONTACT; FORM: SPRAY; CONTAINER: AEROSOL 400 ML; MANUF P/N: ALFA YM 3-30; LATEST 16 POINT MATERIAL SAFETY DATA SHEET TO BE SUPPLIED WITH EVERY DELIVERY; KLUBER	EA	R
664746	LUBRICANT: TYPE: CLEANING; FORM: SPRAY; CONTAINER: AEROSOL 400 ML; SPECIFICATION: REG NM; 143557; MANUF P/N: FOOD NK 1 Z 8-001; FOR SURFACE CLEANING AND DEGREASING AGENT; LATEST	EA	R

	16 POINT MATERIAL SAFETY DATA SHEET TO BE SUPPLIED WITH EVERY DELIVERY; KLUBER		
673824	LUBRICANT: TYPE: CLEANING AGENT; FORM: SPRAY; CONTAINER: CANISTOR 400 ML; BASE MATERIAL: LUBRICATING FLUID; KLUBERALFA YM 3-30 SPRAY: SPRAY FOR ELECTRICAL CONTACTS AND ASSEMBLY	EA	R
678588	LUBRICANT: TYPE: PASTE SPRAY; FORM: SPRAY; CONTAINER: CANISTOR 400 ML; BASE MATERIAL: MOS2 & GRAPHITE; SPECIFICATION: REG NM: 143557; UNIMOLY PA SPRAY; AEROSAL CAN 400ML; ARTICLE NUMBER 081045; TEXTURE: HOMOGENEOUS; SHORT-FIBRE; BLACK COLOUR; HIGHLY CONCENTRATED SOLID LUBRICANT PASTE; BASED ON PARAFFIN MINREAL OIL; SILICATE AND A SOLID LUBRICANT MIXTURE (MOS2 AND GRAPHITE) KINEMATIC VISCOSITY OF BASE OIL; DIN 51562 PT. 01/ASTM D-445/ASTM D 7042	EA	R

Note:

The contract duration is for 5 years (60 months), all the quantities are subject to change thereof.

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.....	812
C3.1: <i>Purchaser's</i> Goods Information	943
1 Overview and purpose of the <i>goods</i> and <i>services</i>	Error! Bookmark not defined.
2 Specification and description of the <i>goods</i>	1044
2.1 <i>Purchaser's</i> design.....	Error! Bookmark not defined.
2.2 Procedure for submission and acceptance of <i>Supplier's</i> design	1145
2.3 Other requirements of the <i>Supplier's</i> design.....	1145
2.4 Use of <i>Supplier's</i> design	1145
2.5 Manufacture & fabrication	1145
2.6 Factory acceptance testing (FAT).....	1145
2.7 Other tests and inspections and commissioning in place of use	1145
2.8 Operating manuals and maintenance schedules.....	1146
3 Supply Requirements.....	1246
4 Specification of the <i>services</i> to be provided	1246
5 Constraints on how the <i>Supplier</i> Provides the Goods	1246
5.1 Programming constraints	1246
5.2 Work to be done by the Delivery Date	1246
5.3 Marking the <i>goods</i>	1246
5.4 Constraints at the delivery place and place of use	1347
5.5 Cooperating with Others	1347
5.6 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	1347
5.7 Management meetings.....	1347
5.8 Documentation control	1348
5.9 Health and safety risk management.....	1418
5.10 Environmental constraints and management.....	1519
5.11 Quality	1549
5.12 Invoicing and payment	1620
5.13 Insurance provided by the <i>Purchaser</i>	1620
5.14 Contract change management.....	1624
5.15 Provision of bonds and guarantees.....	1624
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	1724
6 Procurement.....	1724
6.1 Subcontracting	1724
6.1.1 Preferred subcontractors	1724
6.1.2 Limitations on subcontracting	1724
6.1.3 Spares and consumables	1724
6.1.4 Other requirements related to procurement	1722
6.1.5 Cataloguing requirements	1722
7 List of drawings	1722
7.1 Drawings issued by the <i>Purchaser</i>	1722
C3.2 <i>Supplier's</i> Goods Information.....	1

1 Overview and purpose of the goods and services

Medupi Power Station intend to establish a long-term contract for the supply and delivery of the station Medium Voltage (MV) Switchgear Spares, for a period of five years. This contract is designed to ensure the uninterrupted availability of critical spare parts required for the maintenance and operation of MV switchgear systems at Medupi Power Station, a key asset in our national power generation infrastructure.

The primary objective of this contract is to secure a reliable supply of high-quality spares, which are essential for maintaining the operational efficiency and safety of the MV switchgear. This will help in minimizing downtime, reducing maintenance costs, and extending the operational lifespan of the equipment at Medupi Power Station.

2 Specification and description of the goods

The scope of this contract is for Provision of MV Switchgear Spares at Medupi Power Station on as an when required basis. All spare descriptions with part number are provided on 241-2022881 Appendix A.

Work to be performed by the supplier:

- a) 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.
- b) The Employer's (i.e., Eskom Holdings SOC) acceptance of delivered spare/s does not absolve the Supplier of the liability to supply the correct and/or defect free spare.
- c) The Supplier may, at the Employer's discretion, be given access to the plant to verify the information of the installed spare.
- d) The spare must be exactly the same (e.g., same Part Number) as specified on this SOW 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 component. This may include the Supplier consulting the original Supplier of the spare to ensure correctness of information provided by the Employer. Where a part has become obsolete, the Supplier will offer a suitable alternative with all the documentations as specified within this SOW to be submitted to the Employer for acceptance before delivery.
- e) 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.
- f) The Supplier will supply any additional information such as brochure, general arrangement drawing, test certificates, detailed specification, etc.
- g) The Supplier shall supply preservation and storage procedure(s), where applicable.
- h) "Estimated Spare Quantities to be Procured over Five-Year Period", indicated by the Employer in the attached table as one of the subheadings, is the estimated number the Employer may require the Supplier to supply over the contract period. The Supplier may only supply the quantity as specified by the Employer in the individual order instruction.
- i) 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.
- j) 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.
- k) 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.
- l) Spares will be opened for inspection, counting and quality control check at the Employer's stores.

Note! Where the Employer has entered into a National Framework agreement for the supply of any listed items in Appendix A before this contract is in place, those items shall not form part of the contract.

Spares Specification:**Spares Identification**

241-2022881 Appendix A lists all the spares to be procured under this SOW. 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 Supplier shall be liable to replace a supplied spare that is found to be defective within the guarantee period.

Spares quantities:

The estimated spares quantities to be provided as stipulated in the purchase order.

2.1 Design, manufacturing, and testing

The required spares shall be the same, in all respects, as the original components. The spares shall also conform to the same specifications as the original components. This includes all aspects such as design, materials and material specifications, manufacturing and manufacturing processes, testing and operating and storage specifications.

2.2 Purchaser's design

The purchaser does not have designs nor will they design any of the goods specified in document 241-2022881.

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

N/A

2.4 Other requirements of the *Supplier's* design

N/A

2.5 Use of *Supplier's* design

N/A

2.6 Manufacture & fabrication

N/A

2.7 Factory acceptance testing (FAT)

N/A

2.8 Other tests and inspections and commissioning in place of use

The Supplier shall provide datasheets and drawings with the required goods as per work instruction. Quality Control checks will be conducted on delivery of the goods to ensure that the correct item has been delivered

2.9 Operating manuals and maintenance schedules

N/A

3 Supply Requirements

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

4 Specification of the services to be provided

supply and delivery of the station Medium Voltage (MV) Switchgear Spares on an as and when required basis for a period of five years

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

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.

5.2 Work to be done by the Delivery Date

- The spares and components will be supplied to the “goods received” section of the Medupi main store where it will be received by the material management section. The spares will be delivered with all the required documents and certificates, where required.
- Medupi Stores Working Times: Monday — Thursdays: 07h00 — 16h00
Fridays: 07H00 — 12h00
- Supplier to quote the Eskom official purchase order in all delivery notes and invoices.
- Goods must be well packaged and safely transported.
- Eskom to acknowledge receipt of goods by stamping and signing the delivery note of the supplier upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end-user of the product.
- Rejected goods must be collected and the correct goods supplied within 14 days.

5.3 Marking the goods

Packaging and Marking should be as follows:

- The different spare types are to be packaged separately in such a way that each type can be stored separately.
- Packaging and labelling of spares should ensure that the spare can be identified without opening the packaging.
- Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
 - Order number,
 - A short description of component

- The stock numbers.
- Manufacturing date, where possible

5.4 Constraints at the delivery place and place of use

- Supplier / representative must follow Eskom Life Saving Rules when delivering goods to Medupi Power Station.
 - **Buckle up**
No person may drive any vehicle on Eskom business and/or on Eskom premises:
Unless the driver and all passengers are wearing seat belts
 - **Be Sober**
The person making a delivery to Medupi power station should not be under the influence of alcohol or substances.
- Medupi power station's main store operating hours are as follows:
 - Monday — Thursdays: 07h00 — 16h00
Fridays: 07H00 — 12h00

5.5 Cooperating with Others

N/A

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

Medupi Main stores (goods receiving section) shall facilitate the offloading of goods providing relevant lifting equipment required.

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	Weekly	TBC	<i>Purchaser, Supplier,</i>
Overall contract progress and feedback	Monthly	TBC	<i>Purchaser, Supplier,</i>
Kick off meeting	Once off	TBC	<i>Purchaser, Supplier,</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

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the Language of this contract.
- All reports to be discussed, compiled, and handed in to the Eskom.
- All communications must be printed and filed in the Purchaser file.
- All goods being delivered to Medupi Main Stores must have the following:
 - Unique delivery note number per delivery
 - Delivery note – must have unique number, date of delivery, items that were delivered (material number, material short description, serial number and quantity delivered)
 - Delivery note must come in duplicates so that one copy is kept at Medupi Main Stores and other goes with the supplier for invoicing purposes and as a proof of delivery.
- Both copies of delivery notes to be stamped with receiving stamp of Medupi Power Station and must have the signature of the receiver as well as the receiving personnel full names.

5.9 Health and safety risk management

5.9.1 The Supplier shall comply with the following requirements governing health and safety in Eskom and South Africa:

- a) Basic Conditions of Employment Act No 75 of 1997.
- b) Occupational Health and Safety Act and Regulations No 85 of 1993.
- c) National Road Traffic Act 93 of 1996.
- d) 32-37 Eskom Substance Abuse Procedure.
- e) 240-62196227 Life- Saving Rules.
- f) 32-727 SHEQ Policy
- g) 240-62946386 Vehicle and Driver Safety Management Procedure
- h) 32-520 Risk Assessment procedure
- i) COIDA Act

5.9.2 Vehicle Safety Management

The Service Provider must comply to the following requirements when planning the route to Medupi Power Station for delivery:

- a) It is the responsibility of the driver to ensure:
 - Their passengers wear seat belts whilst the vehicle is in motion.
 - Comply with all traffic road rules, safety, direction, and speed signs.
 - Ensure that vehicle loads are properly secured prior to moving off.
 - Ensure that vehicles are not overloaded.
- b) Service Providers are required to conduct the route risk assessment prior to travelling/driving.
- c) No drivers or operators may text, talk on cell phones or two-way radios whilst driving.
- d) All drivers shall have a valid medical fitness certificate.
- e) The First aid box with valid contents and fire extinguishers must be included in the vehicle, be serviced annually and inspected monthly. Drivers must be trained on how to use the First aid box and fire extinguishers.
- f) Two triangles must be included in the vehicle and the emergency number be displayed at the back of the vehicle.
- g) Each Project site that is enclosed by demarcation will have system/ process to manage vehicle access to site.
- h) Contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times and this is applicable to yellow plant.
- i) Drivers of light vehicles must avoid stopping or parking in the vicinity of machines. At least 30 (thirty) meters must be left clear between such a vehicle and such a machine.
- j) Contractor vehicles can be subject to inspections by the Client/Agent's representative. Vehicles which are not roadworthy will not be permitted to be used on site.
- k) Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to secure all loads properly. Loads projecting from vehicles shall be securely

loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting materials.

5.10 Environmental constraints and management

The Supplier shall comply with all applicable environmental laws, permits, regulations and rules, guidelines and Environmental procedures for Eskom.

Supply to ensure that waste receptacles are provided where required. Waste disposal shall be a responsibility of the client.

5.11 Quality

The *Contractor* conforms to the quality management requirements as per ISO 9001:2015 and the *Employer's* Supplier Contract Quality Requirements Specification (240-105658000). The *Contractor* shall adhere to the following:

During the Pre-Contract Award: Quality Requirements Category 1.

Eskom supplier quality requirements for all existing and potential suppliers and sub-suppliers are classified into four Categories. The following is the minimum documentation for Category 1:

Category 1 Quality Requirements

SECTION A: Valid certification of Quality Management System by an ISO accredited body

- The supplier shall submit a copy of ISO 9001 (or the latest application revision) certificate.

SECTION B: Evidence of QMS in operation

- Copy of appointment letter & CV/ resume of a Quality Representative for the project.
- Documented information for defined roles, responsibilities and authorities for those who will be working on site, including the organogram.
- Copy of procedure for control of suppliers & subcontractors, and records of previous evaluations and/or monitoring of sub-contractors/suppliers.
- Copy of an internal management system audit report (with NCR, corrective & preventive report).
- Copy of an external management system audit report (with NCR, corrective & preventive report).
- Copy of Customer satisfaction surveys
- Copy of a Quality Plan (including ITP's) on previous project < 2yrs
- Records of Management Review meetings (minutes, attendance registers etc.)

SECTION C: Contract Quality Plan as per Scope of Works (Ref ISO 10005)

Draft Contract Quality Plan for previous similar work conducted.

SECTION D: QCP /ITP (Quality Control Plans) as per Scope of Works

SECTION E: Form A is completed and signed.

Contract Execution

The supplier shall submit the following documents within 30 days or as per stated timeline after the contract date, prior to the commencement of work, for acceptance by Eskom:

- ☐ The supplier shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- ☐ The supplier shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.
- ☐ The sub-supplier QCP/ ITP shall be submitted for review and comment by the supplier and by Eskom within 30 days or as per stated timeline after the award of the tender. All supplier and Eskom comments shall be resolved prior to commencing work.
- ☐ The equipment lists and an indication of pressurised components and systems.

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;
- (add other as required)

Requirements

- All Electronic invoices must be sent in PDF format only.
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA, the rest of the invoice can be paid while resolving the CPA issues.
- When the GR number is received you can then send the GR number to the FSS contact Centre at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060 or email: fss@eskom.co.za

5.13 Insurance provided by the *Purchaser*

Name and Surname	Contact Details	e-mail address
Mr Wiseman Khoza	+27 11 800 6268	Wiseman.khoza@eskom.co.za
MR Krishan Chaithoo	+27 11 800 4455	ChaithK@eskom.co.za
Ms Thembi Mabanga	+27 11 800 6509	thembi.mabanga@eskom.co.za
Ms Mamosidi Katane- Mathibela	+27 11 800 6380	KataneE@eskom.co.za
Mr Velaphi Mabaso	+27 11 800 3836	Velaphi.mabaso@eskom.co.za
Ms Beverley Jemaine-Cain	+27 11 800 3331	Beverley.jemaine-cain@eskom.co.za

5.14 Contract change management

In case of compensation event either party will notify the other. Then the NEC 3 SC compensation event process will be followed. No work to be done until Purchaser provide permission.

5.15 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.

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

The *Contractor* is required to keep record and submit proof of all the actuals, to be verified at the completion of the Payment Certificate and assessment, should the *Service Manager* request to do so.

6 Procurement

6.1 Subcontracting

6.1.1 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*.

6.1.2 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.

6.1.3 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

6.1.4 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.

6.1.5 Cataloguing requirements by the *Supplier*

N/A

7 List of drawings

7.1 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.

N/A

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.
