



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 LOW VOLTAGE VARIABLE
SPEED DRIVE AND SOFT STARTER SPARES ON AN AS
AND WHEN REQUIRED BASIS FOR THE PERIOD OF
FIVE (5) YEARS AT KUSILE POWER STATION**

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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]	

C1.1 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 LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION.

The tenderer, identified in the Offer signature block, has

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station Manager

**for the
Purchaser**

**Eskom Holding SOC Ltd, Kusile Power Station, R545 Kendal/Balmoral
Hartebeesfontein Farm, Witbank**

(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

Power Station Manager
**Eskom Holding SOC Ltd, Kusile Power
Station, R545 Kendal/Balmoral
Hartebeesfontein Farm, Witbank**

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	
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):	
	Address	Eskom Holding SOC Ltd Kusile Power Station R545 Kendal/Balmoral Haartebeesfontein Farm Witbank
	Tel	[•]

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

Fax

[•]

e-mail

11.2(13)	The <i>goods</i> are	SUPPLY OF THE LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES	
11.2(13)	The <i>services</i> are	Delivery of spares to site	
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late deliveries 2. Inability to hold stock. 3. Components becoming obsolete due to rapid change in technology 4. Offloading of goods at site 5. Industrial Actions 6. Community strikes 7. Goods Quality problems 	
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	Five (5) working days	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	goods and services 1 Supply and delivery of Low Voltage Variable Speed Drive and Soft Starter Spares	delivery date Task order
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.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two (2) weeks after the kick-off meeting	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One (1) Month	
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	Within two (2) weeks after Purchaser's notification of a Defect
	except that the <i>defect correction period</i> for	Documentation is one (1) week
	and the <i>defect correction period</i> for	N/A
42.2	The <i>defects access period</i> is	Two (2) days
	except that the <i>defect access period</i> for	N/A
	and the <i>defect access period</i> for	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Sixty (60) days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the South African Reserve Bank(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 .
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	None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property,

the applicable deductible as at contract date

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Contractor shall be liable to any damaged caused to Employer's property, equipment, material, and plant. Contractor shall be accountable for 25% of the damages caused per incident to a maximum of R25 000 000.
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	Contractor shall be liable to any damaged caused to Employer's property, equipment, material, and plant. Contractor shall be accountable for 25% of the damages caused per incident to a maximum of R25 000 000.
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
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	Prices will be fixed for the Twelve (12) Month of the contract and the CPA is applicable as from
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	the Thirteen (13) Month of the contract			
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	A month before tender closing date <div>proportion</div> <div>0.15</div> <div>1.00</div>	<div>linked to index for</div> Non-adjustable	<div>Index prepared by</div>
X2	Changes in the law			
X2.1	A change in the law of	the Republic of South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	<div>Supply and delivery of</div> <div>Low Voltage Variable Speed Drive and Soft Starter Spares</div> <div>Submission of safety file</div>	<div>amount per day</div> <div>Delay damages of 1 (one) % of the P.O value per day up to a maximum of 10% of the Purchase Order value for late deliveries will apply.</div> <div>5% of the safety file value per day up to a maximum of 10%.</div>	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	<div>amount</div> <div>1 % per total value of the Purchase order(s). Limited to 10% of the total value of the Purchase Order(s) of the spares</div>	<div>performance level</div> <div>for:</div> <div>1. For delivery of goods that does not meet the quality requirements</div>	
Z	The <i>additional conditions of contract</i> are Z1 to Z15 always apply for Eskom			

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person

without the written consent of the *Purchaser*.

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser’s limitation of liability

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

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

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

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

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

Z12 Ethics

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

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

Z 13.1 Take note of the following:

Insurance cover	84	
	84.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
	84.2	The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

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

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

Z15 Asbestos

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

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

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

Standard means the *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 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	<p>The constraints ((see clause 11.2 ()))</p> <ul style="list-style-type: none"> No compensation is payable if the <i>Supplier</i> arrives on site without prior arrangement with the <i>Purchaser</i>. All goods shall be delivered to the Main stores. The <i>Purchaser</i> has the right to refuse acceptance of any consumables which in the opinion of <i>Purchaser</i>, does not meet the requirements specified and will have a detrimental effect on equipment/plant performance. The <i>Supplier</i> ensures that all items to be supplied are to the standard and quality accepted by the <i>Purchaser</i> and ensures that they are suitable for the purpose intended for by the manufacturer. Material (TEST) certificates as well as complete data packs will be submitted with all the LV VSD and Soft starter Spares delivered to site. The <i>Supplier</i> shall have no claim against the <i>Purchaser</i> in respect of delay due to the above constraints. <p>As business requirements might change in future, items that are not listed on the price list might be procured via this contract. The <i>Supplier</i> will use the same pricing strategy for unlisted items as was used for listed items.</p>	
2. The requirements for transport are	<i>Supplier</i> is responsible for transporting the <i>goods</i> to the delivery place.	
3. The delivery place is	Kusile Power Station - Main Stores	
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 Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	

	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order
	The Bill of Entry endorsed by the importation authority
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[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)								
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 <i>percentage for overheads and profit</i> added to the Defined Cost is	%
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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

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

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

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

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

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;

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- 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*

Item No.	Plant	Plant System	Spare Description	Detailed Spare Description & Specification	OEM Part No.	SAP Material No.	Unit	Qty	Rate	Amo
1				SAFETY FILE			Once Off	1		
2				MEDICALS - ENTRY			Once/Year	10		
3				MEDICALS - EXIT			Once Off	2		
4				SECURITY CLEARANCE CERTIFICATION			Once/Year	10		
5	ELECTRICAL	LV VSD	PANEL	MICROMASTER 430 INTERLIGENT OPERATOR PANEL, BOP-2	6SE6400-0BE00-0AA0	636753	Each	15		
6	ELECTRICAL	LV VSD	BREAKER	Circuit breaker 0.35...0.5 A For transformer protection A-release 0.35...0.5 A Short-circuit release 10 A Screw terminal Standard switching capacity	3RV1421-0FA10	666501	Each	50		
7	ELECTRICAL	LV VSD	BREAKER	2 pole, iC60N, C20A, Schneider Electric	Ic60n	663335	Each	50		
8	ELECTRICAL	LV VSD	BREAKER	3RV1011-1EA10, SIRUS, CLASS 10, WITH O/L 2.8-4A	3RV1011-1EA10	657615	Each	60		
9	ELECTRICAL	LV VSD	CABLE	FLEXIBLE,GREY,INPUT POWER (1 CORE)		663518	Each	1500		
10	ELECTRICAL	LV VSD	CABLE	FLEXIBLE,GREY,3 CORE		663519	Each	1500		
11	ELECTRICAL	LV VSD	CONTACT BLOCK	CONTACT, AUXILIARY: TYPE: BLOCK; CONTACT ARRANGEMENT: 1NO; CURRENT: 9 A; POTENTIAL: 690 V; MATERIAL: PLASTIC; CLASSIFICATION: NON-HAZARDOUS; ATTACHMENT METHOD: PUSH-IN; CONNECTION: 12 AWG; SPECIFICATION: IEC 60947-1; SUPPL P/N: 800F-X01; SERIES: 800F	800F-X01	695054	Each	15		

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12	ELECTRICAL	LV VSD	CONTACT BLOCK	CONTACT, AUXILIARY: TYPE: BLOCK; CONTACT ARRANGEMENT: 1NO; CURRENT: 10 A; POTENTIAL: 690 V; MATERIAL: PLASTIC; CLASSIFICATION: NON-HAZARDOUS; ATTACHMENT METHOD: PUSH-IN; CONNECTION: 12 AWG; SPECIFICATION: IEC 60947-1; SUPPL P/N: 800F-X10; SERIES: 800F	800F-X10	695053	Each	15		
13	ELECTRICAL	LV VSD	CONTACTOR	Power contactor, AC-3 9 A, 4 kW / 400 V 1 NO, 230 V AC, 50/60 Hz 3-pole, Size S00 Screw terminal	3RT1016-1AP01	625878	Each	200		
14	ELECTRICAL	LV VSD	CONTROL UNIT	SIEMENS G120 Control unit CU-240E-2-DP	6SL3244-0BB12-1PA1 (CU 240E-2 DP, VER. A02-4.4)	595491	Each	15		
15	ELECTRICAL	LV VSD	CONTROL UNIT	SIEMENS G120 Control unit CU-240P-2 HVAC	6SL3243-0BB30-1HA2 (VER. A03-4.4)	636756	Each	15		
16	ELECTRICAL	LV VSD	CONTROL UNIT	SIEMENS G120 Control unit CU-240S	6SL3244-0BA20-1BA0 (VER. F02)	0636757	Each	15		
17	ELECTRICAL	LV VSD	EXTRACTION FAN PANEL	230VAC PANEL EXTRACTION FAN W2E250-HL-06-01 EBM	W2E250-HL-06-01	583370	Each	200		
18	ELECTRICAL	LV VSD	EXTRACTION FAN PANEL	230VAC PANEL EXTRACTION FAN W2S130-BM03-01 EBM	W2S130-BM03-01	600213	Each	25		
19	ELECTRICAL	LV VSD	ELECTRIC FAN	FAN,VSD EXTRACTION FAN(M01),Ø 172 x 51 mm,Sheet steel, painted black	6058 ES	0000665876	Each	200		
20	ELECTRICAL	LV VSD	COOLING FAN	FAN, ELECTRIC: TYPE: EXTRACTION; SIZE: DIA 291 MM; POTENTIAL: 230 VAC; CURRENT: 0.35 A; VOLUME RATING: 565 M3/HR; MATERIAL: METALIC; SPECIFICATION: EN 60529; INSULATION CLASS: B; POLES: 4; TEMPERATURE CLASS: 55 DEG C; DIRECTION: BI DIRECTIONAL; CLASSIFICATION: NON HAZARDOUS; SERVICE FACTOR: 1; SUPPL P/N: NSYCVF575M230M; SUPPLY TOP HOOD WITH FAN	NSYCNF575M230MF	694199	Each	200		

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21	ELECTRICAL	LV VSD	COOLING FAN	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 18.5KW PM240 MILLING PLANT; OEM P/N: 6LS3200-OSF04-0AA0	6SL3200-0SF14-0AA0	669674	Each	20		
22	ELECTRICAL	LV VSD	COOLING FAN	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 30KW PM240 COAL PLANT; OEM P/N: 6LS3200-OSF05-0AA0	6SL3200-0SF05-0AA0	669675	Each	20		
23	ELECTRICAL	LV VSD	COOLING FAN	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 55KW PM240 ASH PLANT; SUPPL P/N: 6LS3200-OSF06-0AA0	6SL3200-0SF08-0AA0	669672	Each	20		
24	ELECTRICAL	LV VSD	AIR FILTER	FILTER, AIR: TYPE: OUTLET; DIMENSIONS: SQ 289 MM; MATERIAL: SYNTHETIC FIBRE; MICRON: 16; APPLICATION: SWITCHGEAR; SHAPE: SQ; MANUF P/N: SK3326.207; FOR FAN AND FILTER UNITS 3326 RAL 7035; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	SK 3326.207, RITTAL	583352	Each	150		
25	ELECTRICAL	LV VSD	FUSE	10a, 10x38, gG		641810	Each	150		
26	ELECTRICAL	LV VSD	FUSE	fuse,630a,bussman,170M4016,690V,aR	170M4016	695051	Each	150		
27	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NE3 200A,gl/gG, 500v/120kA	3NE3 200A	118651	Each	150		
28	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NA3 814, 35A,gl/gG, 500v/120kA, push-in,77.8mm x 12.5mm, non- insulated grip lugs	3NA3 814	250853	Each	150		
29	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NE1 333-0, 450A,gS, 690v/100kA	3NE1333-0	696050	Each	150		
30	ELECTRICAL	LV VSD	CATRIDGE FUSE	LINK, FUSE: TYPE: SEMICONDUCTOR PROTECTION; CURRENT: 125 A; POTENTIAL: 690; SPECIFICATION: IEC269; MANUF P/N: 3NE1022-0; OPERATING CLASS: G5; SWITCHING CAPACITY CURRENT:	3NE1 022-0, 125A,gS, 690v/50kA	584283	Each	150		

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				100KA; ACTIVE POWER LOSS: 11W PER POLE						
31	ELECTRICAL	LV VSD	CATRIDGE FUSE	FUSE, CARTRIDGE: CURRENT: 100 A; POTENTIAL: 690 VAC; CONNECTION TYPE: CLIP IN; DIMENSIONS: WD 97 X LG 130 X HT 50 MM; CASE MATERIAL: CERAMIC; SPECIFICATION: IEC 269; OEM P/N: 3NE1021-0	3NE1 021-0, 100A,gS, 690v/100kA	607755	Each	150		
32	ELECTRICAL	LV VSD	CATRIDGE FUSE	FUSE: TYPE: HRC; CURRENT: 160 A; POTENTIAL: 690 V; CONNECTION: NH3 FUSE LINK; DIMENSIONS: DIA 300 X LG 225 MM; REFERENCE NO: VDE 0636	NH3, 160A, Gg	620812	Each	150		
33	ELECTRICAL	LV VSD	CATRIDGE FUSE	NH3,Gr, 500A, 690V,100kA,		669679	Each	150		
34	ELECTRICAL	LV VSD	CATRIDGE FUSE	6A, OFFSET		583375	Each	150		
35	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NE1 230-0, 315A,gS, 690v/100kA	3NE1 230-0	660407	Each	150		
36	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NE1 820-0, 80A,gS,690v/50kA	3NE1 820-0	660408	Each	150		
37	ELECTRICAL	LV VSD	CATRIDGE FUSE	3NE1 224-0, 160A,gS, 690v/50kA	3NE1 224-0	669571	Each	150		
38	ELECTRICAL	LV VSD	FUSE HOLDER	HOLDER, FUSE: POTENTIAL: 690 V; CURRENT: 32 A; FUSE SIZE: DIA 10 X LG 38 MM; FUSE STYLE: CARTRIDGE; MOUNT: DIN RAIL; SPECIFICATION: IEC 60947-3; CONNECTION TYPE: SCREW; TYPE: DF; MANUF P/N: DF102; TWO POLES; CLASS CC	DF102	668675	Each	150		
39	ELECTRICAL	LV VSD	FUSE HOLDER	32A, 690V, 10x38, PMF, 480032 10x38 RT18-32-1P	480032	671074	Each	150		
40	ELECTRICAL	LV VSD	HUMAN MACHINE INTERFACE	SCHNEIDER ELECTRIC COD VW3A1102	VW3A1102	636754	Each	40		
41	ELECTRICAL	LV VSD	IOP	G120 DRIVE, INTERLIGENT OPERATOR PANEL 6SL3255-0AA00-	6SL3255-0AA00-4JA0	636755	Each	40		

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				4JA0 (VER. B02)						
42	ELECTRICAL	LV VSD	MODULE	G120 CONTROL MODULE,CU240E-2DP-F	6SL3244-0BB13-1PA1	694200	Each	40		
43	ELECTRICAL	LV VSD	OPERATOR PANEL	LABEL V02-, TYPE THYRO0P LBA, SOFTWARE TP2 LB23I.D00	2000000406	583358	Each	40		
44	ELECTRICAL	LV VSD	PSU	SITOP, Power 5, 6 ep1 333-2BA01	6EP1333-2BA01	630984	Each	50		
45	ELECTRICAL	LV VSD	PSU	SITOP, Power 5, 6 ep1 333-1al 12, 120/230v/24VDC	6EP1333-1AL12	669677	Each	40		
46	ELECTRICAL	LV VSD	PSU	PSL1M 100 24, LOVATO	PSL1M 100 24, LOVATO	669678	Each	40		
47	ELECTRICAL	LV VSD	REACTOR	SINAMICS G120,PM 6SL3203-0CJ28-6AA0 + CM 6SL3244-0BB12-1PA1 (VER. A02-4-4) (CU240E-2DP)	6SL3203-0CJ28-6AA0	665829	Each	40		
48	ELECTRICAL	LV VSD	CONTROL RELAY	RELAY, CONTROL: CONTACT RATING: 5 A; CONTACT ARRANGEMENT: 2NC; COIL VOLTAGE: 230/400 V; ACTION: DPDT; MOUNT: RAIL; TERMINAL: SCREW; TYPE: UNDERVOLTAGE; MANUF P/N: VMD258	SUR353Z - B933 611, BENDER	583388	Each	300		
49	ELECTRICAL	LV VSD	SOFTSTARTER (COMPLETE)	STARTER, ELECTRIC MOTOR: CONTACT RATING: 500 VAC 20 A; INDUSTRY SIZE: 7 KW; TYPE: SOFT; COIL VOLTAGE: 380/400 VAC; POLES: 3; SUPPL P/N: EMX3-0350B. AUCOM	EMX3-0350B	0637109	Each	100		
50	ELECTRICAL	LV VSD	THYRISTOR CONTROLLER	AEG THYRO-P, THYRISTOR CONTROLLER, TYPE 2P 690-1400 HF	2000000343/002	583356	Each	20		
51	ELECTRICAL	LV VSD	TRANSFORMER, POTENTIAL	STEP DOWN,,ta25/B, 1000 VA/2100 VA, TR28	681000042	669670	Each	45		
52	ELECTRICAL	LV VSD	VSD	1 VSD SINAMICS G120 45kW VSD #6SL3224-0BE34-5UA0 SIEMENS	6SL3224-0BE34-5UA0	663356	Each	20		
53	ELECTRICAL	LV VSD	VSD (COMPLETE)	SIEMENS G120 Control unit CU-240P-2 HVAC	6SL3224-0BE31-5AA0 (VER. F)	630340	Each	20		

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

54	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: AC INVERTER; OUTPUT RATING: 7.5 KW; POTENTIAL: 400 VAC; PHASE: 3; INPUT: 400 VAC; CURRENT: 23 A; MOUNTING METHOD: BOLTED; MODEL NO: A40023; SERIES: A1000; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	M00062-632-46, CIMR- AC4A0023FAA	636652	Each	10		
55	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: SYNCHRONOUS MOTORS; OUTPUT RATING: 160 KW; POTENTIAL: 380-480 VAC; PHASE: 3; CURRENT: 369 A; CONTROL TYPE: VECTOR; SUPPL P/N: ATV630C16N4; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ATV61EXC5C16N4- S1298	636914	Each	6		
56	ELECTRICAL	LV VSD	VSD (COMPLETE)	AF-650 GP , 110/132kW, 380/480VAC, Type 12, IP55	6KGP43150X2XXA1	636916	Each	10		
57	ELECTRICAL	LV VSD	VSD (COMPLETE)	AF-650 GP , 90/110kW, 380/480VAC, Type 12, IP54	6KGP43125X2XXCA1	636918	Each	10		
58	ELECTRICAL	LV VSD	VSD (COMPLETE)	AF-650 GP , 18.5/22kW, 380/480VAC, Type 12, IP55	6KGP43025X2XXA1	637052	Each	10		
59	ELECTRICAL	LV VSD	VSD (COMPLETE)	AF-650 GP , 45/55kW, 380/480VAC, Type 12, IP55	6KGP43060X2XXA1	637053	Each	10		
60	ELECTRICAL	LV VSD	VSD (COMPLETE)	45 /55 kw, 400V , SIEMENS G120 VSD, Power Module PM240	6SL3224-0BE34- 5UA0(VER. F)	637092	Each	15		
61	ELECTRICAL	LV VSD	VSD (COMPLETE)	55/75 kw, 400V , SIEMENS G120 VSD, Power Module PM240	6SL3224-0BE35-5UA0	637093	Each	6		
62	ELECTRICAL	LV VSD	VSD (COMPLETE)	160/ 200 kw, 400V , SIEMENS G120 VSD, Power Module PM240	6SL3224 - 0XE41 - 6UA0	637094	Each	6		
63	ELECTRICAL	LV VSD	VSD (COMPLETE)	75 kw, 400V , SIEMENS MICROMASTER 430 VSD,IP20	6SE6430-2AD37-5FA0	637095	Each	5		

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

64	ELECTRICAL	LV VSD	VSD (COMPLETE)	400, CFW-11 VSD	SACFW110370T4SZ	644004	Each	10		
65	ELECTRICAL	LV VSD	VSD (COMPLETE)	VSD, 110 KW, POWER MODULE, PROFIBUS DP	6SL3224-0BE38-8UA0	663358	Each	10		
66	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: CONSTANT; OUTPUT RATING: 160 KW; POTENTIAL: 380-500 VAC; PHASE: 3; DIMENSIONS: WD 420 MM X LG 1.978 M X THK 384 MM; CURRENT: 315 A; ENCLOSURE: IP54/NEMA 12; SUPPL P/N: FC302N160; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	302N160T5E54H4XGC3	668039	Each	10		
67	ELECTRICAL	LV VSD	VSD (COMPLETE)	VSD, 15 KW, POWER MODULE, PROFIBUS DP	6SL3224-0BE31-1AA0	0000673848	Each	5		
68	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED: RATIO: 1; INPUT RPM: 1500; OUTPUT RPM: 1500 RPM; POWER: 30 KW; POWER SOURCE: 400 V; SUPPL P/N: ATV930D30N4; WITH HEAT SINK; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ATV71HD30N4	240961	Each	10		
69	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: SYNCHRONOUS; OUTPUT RATING: 3 KW; POTENTIAL: 380-480 V; PHASE: 3; DIMENSIONS: WD 155 X LG 260 X DP 187 MM; CURRENT: 10.7 A; MOUNTING METHOD: BOLTED; ENCLOSURE: IP20; SUPPL P/N: ATV71HU30N4; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST	ATV71HU30N4	625763	Each	6		

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

				THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).						
70	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: ELECTRO; OUTPUT RATING: 160 KW; POTENTIAL: 380-480 VAC; PHASE: 3; DIMENSIONS: WD 377 MM X LG 1.19 M X THK 340 MM; INPUT: 380-480 VAC; CURRENT: 280 A AT 380 V; 480A AT 480V; MOUNTING METHOD: BOLTED; CONTROL TYPE: VECTOR; ENCLOSURE: IP20; SUPPL P/N: ATV61HC16N4; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ATV61HC16N4	631199	Each	10		
71	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: ELECTRO; OUTPUT RATING: 220 KW; POTENTIAL: 380-480 VAC; PHASE: 3; DIMENSIONS: WD 377 MM X LG 1.19 M X THK 440 MM; INPUT: 380-480 VAC; CURRENT: 396 A AT 380 V; 383 A AT 480 V; MOUNTING METHOD: BOLTED; CONTROL TYPE: VECTOR; ENCLOSURE: IP20; SUPPL P/N: ATV61HC22N4; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ATV61HC22N4	631206	Each	10		
72	ELECTRICAL	LV VSD	VSD (COMPLETE)	AF-650 GP , 75/90kW, 380/480VAC, Type 12, IP55	6KGP43100X2XXXA1	636915	Each	8		
73	ELECTRICAL	LV VSD	VSD	ABB 11/15 kw,,380/480VAC, ABB	ACS5500-01-031A- 4	644002	Each	8		

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

			(COMPLETE)	ACS550-01, ip54, UL type 15						
74	ELECTRICAL	LV VSD	VSD (COMPLETE)	ABB 1.1/0.75 kw,,380/480VAC, ABB ACS550-01, ip54, UL type 12	ACS5500-01-03A3- 4+B055	644005	Each	8		
75	ELECTRICAL	LV VSD	VSD (COMPLETE)	ABB 1.5/1.1 kw,,380/480VAC, ABB ACS550-01, ip54, UL type 14	ACS5500-01-04A1- 4	644003	Each	8		
76	ELECTRICAL	LV VSD	VSD (COMPLETE)	ABB 1.1/0.75 kw,,380/480VAC, ABB ACS550-01, ip54, UL type 13	ACS5500-01-087A- 4+B055	644001	Each	8		
77	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 110 KW,400V(U04/1)	6SL3224-0BE41-1UA0	663354	Each	8		
78	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 18.5 KW,400V(U04/1)	6SL3224-0BE31-8UA0	656108	Each	8		
79	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 75 KW,400V(U04/1)	6SL3224-0BE37-5UA0	656115	Each	8		
80	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 132 KW,400V(U04/1)	6SL3224-0XE41-3UA0	663353	Each	8		
81	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 37 KW,400V(U04/1) -SINAMICS G120,PM 6SL3224-0BE33- OUAO(VER. F)+CU 6SL3224-0BB12- 1PA1 (VER. A02-4.4)+IOP	6SL3224-0BE33-0UA0	637090	Each	8		
82	ELECTRICAL	LV VSD	VSD (COMPLETE)	DRIVE, VARIABLE SPEED ELECTRICAL: TYPE: CONSTANT; OUTPUT RATING: 160 KW; POTENTIAL: 380-500 VAC; PHASE: 3; DIMENSIONS: WD 420 MM X LG 1.978 M X THK 384 MM; CURRENT: 315 A; ENCLOSURE: IP54/NEMA 12; SUPPL P/N: FC302N160; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	IRV302P160	668039	Each	8		
83	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE, 45 KW,400V(U04/1)	6SL3224-0BE33-7AA0	695049	Each	8		

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

84	ELECTRICAL	LV VSD	VSD (COMPLETE)	CONTACT, AUXILIARY: TYPE: TRANSVERSE; CONTACT ARRANGEMENT: 1NO 1NC; CURRENT: 0.5 A; POTENTIAL: 230 V; MATERIAL: PLASTIC; CLASSIFICATION: IP20; CONNECTION: SCREW TERMINALS; SPECIFICATION: IEC 60947-5-1; MANUF P/N: 3RV2901-1E; 10A @ 230V, 2.5A @ 24V TO AC 12; AC 15 0.5 @ 230V; PLUG IN FIXING; DIMENSIONS WD 45 X HT 12 X DP 17MM	SIEMENS, 3RV1901-1E	582424	Each	15		
85	ELECTRICAL	LV VSD	VSD (COMPLETE)	BREAKER, CIRCUIT: POTENTIAL: 690 VAC; CURRENT: 4.5-6.3 A; POLE: 3; CLASSIFICATION: CL70; TYPE: THERMOMAGNETIC; INTERRUPT CAPACITY: 82 A; SUPPL P/N: 3RV1011-1GA10; SIZE: S00, FOR MOTOR PROTECTION, SCREW TERMINAL, STANDARD SWITCHING CAPACITY	SIEMENS, 3RV1021- 1GA10	256024	Each	15		
86	ELECTRICAL	LV VSD	VSD (COMPLETE)	GV2ME04, TeSys, 0.4-0.63A	GV2ME04	620814	Each	45		
87	ELECTRICAL	LV VSD	SOFT STARTER	STARTER, ELECTRIC MOTOR: CONTACT RATING: 400 VAC; 175 A; INDUSTRY SIZE: 90 KW; TYPE: SOFT; COIL VOLTAGE: 100/250 VAC; SUPPL P/N: PST175-600-70; DIMENSIONS: LTH X 420 X WIDTH X 360 X DEPTH X 270 MM	PST175-600-70	725160	Each	10		
88	ELECTRICAL	LV VSD	SOFT STARTER	SOFT STARTER	ATS48D88Q	725166	Each	5		
89	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE	131U1463	717869	Each	5		
90	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE	131G0791	717396	Each	5		
91	ELECTRICAL	LV VSD	VSD (COMPLETE)	VARIABLE SPEED DRIVE	ATV21HU22N4399	750456	Each	5		
92	DELIVERY			DELIVERY (4X4 BAKKIE RADIUS OF			Km	10800		

				180Km FROM KUSILE POWER STATION)						
TOTAL AMOUNT (EXCL VAT)										

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS
AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS
AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

C3.1: PURCHASER'S GOODS INFORMATION**Contents**

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Part 3: Scope of Work 1

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1 Overview and purpose of the *goods and services*

Supply and delivery of the Low Voltage Variable Drive and Soft Starter Spares at Kusile Power Station on “As and when required” basis for the period of five (5) years.

2 Specification and description of the *goods*

The scope of work consists of the supply and delivery of the Low Voltage Variable Drive and Soft Starter spares at Kusile Power Station as per attached detailed item list.

The spares will be required on an “as and when required” basis (as per the attached list)

The scope is based on a pre-approved stock description per item. Quantities can increase or decrease due to usage but does not entail a change of the original scope.

Product will be quality checked on receipt. If not according to specifications, the items will be rejected and returned to the supplier and the Material Discrepancy Advice Form will be sent to the Supplier.

The Supplier will be subject to periodic audits by the Purchaser to ensure compliance with the system. Any deviations will be corrected to the Purchaser's satisfaction.

2.1 *Purchaser's design*

The material descriptions and long text are in the Appendix A

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

In case of spares being obsolete, the supplier must send the new datasheet with all specifications to the supply manager for review and approval before delivery of the spare on site.

2.3 Other requirements of the *Supplier's design*

N/A

2.4 Use of *Supplier's design*

N/A

2.5 Manufacture & fabrication

N/A

2.6 Factory acceptance testing (FAT)

N/A

2.7 Other tests and inspections and commissioning in place of use

N/A

2.8 Operating manuals and maintenance schedules

Material (TEST) certificates as well as complete data packs will be submitted with all the LV VSD and Soft starter Spares delivered to site.

3 Supply Requirements

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

4 Specification of the *services* to be provided

Refer to the Kusile Power Station Low Voltage Variable Speed Drive and Soft Starter Spares Supply and Delivery Scope of Work and all the documents to which it makes reference to.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

No programming required

5.2 Work to be done by the Delivery Date

The supplier will provide the following documentation when delivering the *goods*:

-
- The *Supplier* must provide a full technical description of all the *goods* supplied under this contract.
- Delivery packaging shall include as a minimum the following details:
 - Purchase Order Number
 - Part Description and Part number
 - Eskom SAP Material number
 - Drawing number, where applicable
 - Physical address of Kusile Power Station and the *Supplier*
 - Contact details of the *Supplier*
 - Delivery note number

5.3 Marking the *goods* (N/A)

refer to core clause 71.1

5.4 Constraints at the delivery place and place of use

The supplier must contact the supply Manager prior to making a delivery.

5.5 Cooperating with Others

The *Supplier* co-operates with Others in obtaining and providing information which they need in connection with the *goods* and *services*. Refer to NEC clause 25

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

Refer to the Kusile Power Station Low Voltage Variable Speed Drives and Soft Starters Spare Supply and delivery Scope of Work and all the documents which it makes reference to.

5.7 Management meetings

5.8 The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

5.9 Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

5.10 Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

5.11 The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

5.12 The following text could be used as a model for this section:

5.13

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:
Contract kick-off	Once- off	Kusile Power Station/MS Team	<i>Purchaser, Supplier, and others</i>
Risk register and compensation events	As and when notified by either party	Kusile Power Station/MS Team	<i>Purchaser, Supplier, and others</i>
Overall contract progress and feedback	Monthly	Kusile Power Station/MS Team	<i>Purchaser, Supplier, and others</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.

5.14 Documentation control

The *supplier* and the *purchaser* must all keep the records of documentation of this transaction

5.15 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in Kusile Power Station OHS Specification for Supply and Delivery of Low Voltage Variable Speed Drive and Soft Starter Spares Document Identifier KUS-20241046 Rev 1

5.16 Quality

Category 2: Quality Requirements

The supplier shall complete and sign Form A (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001). The supplier shall submit objective evidence of a developed, implemented and maintained QMS that complies with ISO 9001 or any applicable standard of quality management system (the latest applicable revision). The following documents (approved/ signed copies) shall be submitted:

- Quality Management System manual or a documented information that have defines and describes the QMS and its scope
- Quality Policy, aligned with the supplier's strategic direction (documented information)
- Quality Objectives (documented information)
- Control of documented information (both maintain and retain documented information)
- Internal audit procedure (documented information)
- Control of nonconforming outputs (documented information)
- Nonconformity and Corrective action procedure (documented information)

The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

- The supplier shall submit the latest copy of the management system internal audit reports. The audit reports must include, if applicable, nonconformity identified, and the resulting remedial actions (correction and/ or corrective action reports).
- The supplier shall submit a draft contract quality plan that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an example of inspection and test plan (ITP) or quality control plan (QCP) on similar or previous work done.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.
- The supplier shall submit documented information retained (records) of management review meetings that include agenda, meeting minutes, attendance registers, reports, presentations, etc.

5.17 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 _ invoiceseskomlocal@eskom.co.za and include on it the following information:

Name and address of the *Supplier* and the *Supply Manager*;
Eskom Holdings SOC Ltd
Finance Department (Account Payable Section)
Kusile Power Station
Hartebeesfontein Farm R545
Kendal/Balmoral Road WITBANK

- 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 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

- (add other as required)

Procedure for invoice submission and payment

- 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."
- 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

5.18 Insurance provided by the *Purchaser*

Refer to SC3 Core Clause 84.1

5.19 Contract change management (N/A)

Refer to the compensation event clauses in section 6 of the core clauses.

5.20 Provision of bonds and guarantees (N/A)

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

The *supplier* must keep all the records of documentation as stated in this section and make them available as and when required by the *purchaser*.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

TBC

6.1.2 Limitations on subcontracting

TBC

6.1.3 Spares and consumables

Spares list shall be a live document such that changes to the list will be submitted to the Supply manager for review and approval

6.1.4 Other requirements related to procurement

TBC

6.1.5 Cataloguing requirements by the *Supplier*

Section C2.2 list all the spares to be procured under this scope of work. If DCFs exist they will be provided to assist the *Supplier* with information for all spares to be procured. Each spare is identifiable by means of component/plant description, OEM and/or OEM Part number. Where the information available on the spares list in section C2.2 or that supplied by materials management as catalogued is not sufficient to positively identify the applicable spare, the *Supplier* shall notify the *Purchaser* such that the *Purchaser* can assist the *Supplier* in identifying the correct spare.

SUPPLY AND DELIVERY OF LOW VOLTAGE VARIABLE SPEED DRIVE AND SOFT STARTER SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

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

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.

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.

- As per Employer's specifications/SOW
- All relevant documentations to be handed in as requested from the end user / *Supply Manager*

This section could also be compiled as a separate file.
