



## NEC3 Supply Contract (SC3)

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

and

for **Supply and delivery of ion exchange strong acid  
cation and base anion resin for CPP at Tutuka Power  
Station once off Purchases.**

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**Part C1 Agreements & Contract Data**

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**CONTRACT No.**

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

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### **Contents:**

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

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

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**Supply and delivery of CPP Resin****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 ion exchange strong acid cation and base anion resin at Tutuka Power Station once off Purchases.**

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

**Supply and delivery of CPP Resin****Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

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

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

**Supply and delivery of CPP Resin****Schedule of Deviations to be completed by the *Purchaser* prior to contract award**

No.	Subject	Details
1	<b>N/A</b>	<b>N/A</b>
2		

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  
ofName &  
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*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X17: Low performance damages</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>013 693 4559</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Michael Mukwevho</b>
	Address	<b>Bethal -Standerton Road Tutuka Power Station Private Bag X2016 Standerton 2430</b>
	Tel	<b>017 749 5832</b>
	Fax	<b>N/A</b>
	e-mail	<b>MukwevNM@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Supply and delivery of CPP Resin</b>
11.2(13)	The <i>services</i> are	<b>Supply and delivery of ion exchange strong acid cation and base anion resin at Tutuka Power Station.</b>

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

**Supply and delivery of CPP Resin**

- 11.2(14) The following matters will be included in the Risk Register
- 1) Late Deliveries
  - 2) Supply of goods not according to specifications

11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>24 Hours</b>
<b>2</b>	<b>The Supplier's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>17 November 2025 /As soon as possible</b>
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b>As per the delivery date on each Order</b>
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	<b>Not Applicable</b>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>7 days after receiving the drawn down purchase order .</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>7 days</b>
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>52 weeks after delivery of goods</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks after delivery of goods</b>
	except that the <i>defect correction period</i> for	
	and the <i>defect correction period</i> for	
42.2	The <i>defects access period</i> is	<b>1 week</b>
	except that the <i>defect access period</i> for	
	and the <i>defect access period</i> for	
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Not Applicable</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are	

**Supply and delivery of CPP Resin**

	made is	30 Days
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	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<p>1. Delivery of incorrect resins</p> <p>2. Delivery of defective resins</p>
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>



**Supply and delivery of CPP Resin**

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[•]
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[•]
88.5	The <i>end of liability date</i> is	N/A
<b>9</b>	<b>Termination and dispute resolution</b>	Termination will be dealt with as per NEC3 SC termination clauses.
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
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.
<b>10</b>	<b>Data for Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	The month prior to the enquiry closing date.
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by

**Supply and delivery of CPP Resin**

		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		15%	non-adjustable	
		100%		
X2	Changes in the law			
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages	N/A		
X7.1	Delay damages for Delivery are	0.5% (zero point five per centum) increments of the batch order value per calendar day late, until damages have accumulated to 10% of the batch order.		
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	Stated in the Purchaser's goods information		
Z	The additional conditions of contract 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.

**Supply and delivery of CPP Resin****Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

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

**Z4 Confidentiality**

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

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

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

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

**Supply and delivery of CPP Resin**

- 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.

**Supply and delivery of CPP Resin****Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

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

**Z12 Ethics**

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

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

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

**Z13 Insurance****Z 13.1 Replace core clause 84 with the following:**

**Supply and delivery of CPP Resin****Insurance cover 84**

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

**Supply and delivery of CPP Resin****INSURANCE TABLE A**

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

**Z 13.2 Replace core clause 87 with the following:****Insurance by the *Purchaser***

87

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

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

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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:

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



**Supply and delivery of CPP Resin**

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.

**Supply and delivery of CPP Resin****Annexure A: Supply Requirements****The Supply Requirements for this contract are based on the use of INCOTERMS:**

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

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

Group	Category	Term	Delivery Place
	Delivery Cost Included	DCI	<i>Employer's stores</i>

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

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

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

**Supply and delivery of CPP Resin****The Supply Requirements for this contract are as follows:**

[Use these when INCOTERMS do not apply].

<b>1. The requirements for the supply are</b>	As stated in the contract goods information	
<b>2. The requirements for transport are</b>	As stated in the contract goods information	
<b>3. The delivery place is</b>	Tutuka Power Station Stores(receiving )	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Included in tendered rates
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	As stated in the contract goods information
<b>For international procurement</b>	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

**Supply and delivery of CPP Resin****C1.2 Contract Data****Part two - Data provided by the *Supplier***

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

Clause	Statement	Data								
10.1	The <i>Supplier</i> is (Name):  Address  Tel No.  Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is									
11.2(12)	The <i>price schedule</i> is in:									
11.2(14)	The following matters will be included in the Risk Register									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are									
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table><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:									
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%								

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title
C2.1	Pricing assumptions
C2.2	The <i>price schedule</i>

**Supply and delivery of CPP Resin**

## C2.1 Pricing assumptions

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

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

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

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

### 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*

**Supply and delivery of CPP Resin**

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.

**Supply and delivery of CPP Resin****C2.2 the *price schedule***

Item nr	Stock Number	Description	Unit	Quantity	Price	Total Price
1	694708	Strong Acid Cation resin	EA	52000		
2	694702	Strong Base Anion resin	EA	39000		
Total Tender prices					excl VAT	

VAT

incl VAT \_\_\_\_\_



PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	Purchaser's Goods Information
C3.2	Supplier's Goods Information

**Supply and delivery of CPP Resin****C3.1: PURCHASER'S GOODS INFORMATION****Contents**

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**Supply and delivery of CPP Resin****1 Overview and purpose of the goods and services**

- Supply and delivery of of strong acid cation and base anion resin for CPP at Tutuka Power Station

**2 Specification and description of the goods**

- As per full technical specification given on Goods Information / Price schedule Specifications (include Environmental specification) and drawing Numbers (where applicable). The *Supplier* implements a quality system and maintains the quality system until the delivery of all consumables. The system will be to the *Purchaser's* satisfaction and will be accepted prior to the signing of the *contract*. The *Supplier* will be subject to periodic audits by the *Purchaser* in order to ensure compliance with the system. Any deviations will be corrected to the *Purchaser's* satisfaction.

## Technical Specifications

**Executive overview**

To supply and deliver ion exchange strong cation (52 000 liters) and anion (39 000 liters) resins to Tutuka Power Station. This resin is to be used at the condensate polishing plant as a mixed bed batch.

Cation resin to be supplied must have the following properties:

**Physical Properties;** Copolymer: Styrene-divinylbenzene, Matrix: Gel, Type: Strong acid cation, Functional Group: Sulfonic acid, Physical Form: Dark amber, translucent, spherical beads

**Chemical Properties**

Ionic Form: as Shipped H<sup>+</sup>

Total Exchange Capacity: ≥ 2.0 eq/L (H<sup>+</sup> form)

Water Retention Capacity: 46.0 – 52.0% (H<sup>+</sup> form)

Ionic Conversion H<sup>+</sup>: ≥ 99%

Anion resin to be supplied must have the following properties:

**Physical Properties**

Copolymer: Styrene-divinylbenzene, Matrix: Gel, Type: Strong base anion, Functional Group: Trimethylammonium, Physical Form: White to yellow, translucent, spherical beads

**Chemical Properties**

Ionic Form as Shipped: OH<sup>-</sup>, Total Exchange Capacity: ≥ 1.1 eq/L (OH<sup>-</sup> form), Water Retention Capacity: 55.0 – 65.0% (OH<sup>-</sup> form,) Ionic Conversion OH<sup>-</sup> ≥ 95% CO<sub>3</sub><sup>2-</sup> ≤ 5% Cl<sup>-</sup> ≤ 0.5.

**Both cation and anion resin must be compatible to be used as a mixed bed and it must be indicated on the SDS**

**Supply and delivery of CPP Resin****2.1 Purchaser's design**

Certificate of analysis and SDS should be supplied when delivering the resins

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

Before the *Supplier* can deliver must ensure that it's the correct spares. The *Supplier* will still be liable to supply the correct spares that will precisely be applicable to chemical department standards

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

Not applicable

**2.4 Use of Supplier's design**

Not Applicable

**2.5 Manufacture & fabrication**

As per OEM. *Supplier* will be required to provide data pack (as specified in section 2.1 of the works information) will then be the property of the *Purchaser*. As per OEM and *Purchaser's* specifications and drawings

**2.6 Factory acceptance testing (FAT)**

QC to be done with the end user after delivery. *Supplier* will be required to provide data Pack for all manufactured and assembled components where applicable

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

The installation and commissioning will be done by the *Purchaser*

**2.8 Operating manuals and maintenance schedules**

*Supplier* to provide operating and maintenance manuals

**3 Supply Requirements**

- a) Requests for delivery will be made on a contract release order starting with a Order number
- b) All equipment / spares must be on time of required order date
- c) Transported by road on supplier's costs and transport
- d) End user to be informed when delivery will be done at least 2 days upfront
- e) No deliveries to be done on a Weekend or public holiday except on an emergency basis indicated by the *Purchaser*

**Supply and delivery of CPP Resin**

- f) The *Supplier* must deliver the components between 08:30 to 15:30 Mondays to Thursdays and 8:30 to 11:30 on Fridays. No deliveries to be done on weekends unless prior arrangements done with the *Supplier*, *Purchaser* and stores
- g) Pallets to convey the batch must be strong enough to carry and transport load at anytime
- h) Batches to be clearly marked and packed according to the required specifications

**Packaging / Crating**

- a) The *Supplier* shall be responsible for the packaging of all Spares delivered to Tutuka Power Station – Main Stores.
- b) All the spares supplied *shall* be individually wrapped or crated

**Delivery to Site**

- a) The *Supplier* shall be responsible for the transportation of all Spares delivered to Tutuka Power Station – Main Stores.
- b) Ownership will only be transferred to the *Purchaser* upon payment

**Supply before award of contract**

The *Supplier* will provide the following before the contract is awarded:

- a) Data Pack to be provided by the *Supplier* upon delivery

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

- a) Access to site to be arranged before delivery date
- b) No Delivery will be accepted without an official contract release order
- c) Supplier delivery note must indicate partial delivery if partial delivery is made
- d) The stock number, quantity and material short description must be stated on the delivery note
- e) Each delivery to be recorded on receiving register and each delivery note must have unique number
- f) Spares must be well packaged and safely transported

**5 Constraints on how the Supplier Provides the Goods****5.1 Programming constraints**

- a) All equipment / spares must be on time of required order date
- b) End user to be informed when delivery will be done at least 2 days upfront
- c) Lead time to be negotiated upfront to ensure that end user will receive materials, spares / equipment in time
- d) All vehicles to be roadworthy
- e) The *Supplier* will be responsible for the safe transportation of all goods from the suppliers site to the Purchaser offloading point and liable for any damages or stolen goods
- f) No gate pass or access arranged - *Supply Manager/* Supervisor to be informed when delivery will be done at least 48 hours upfront
- g) No driver available for off-loading - *Supply Manager/* Supervisor to be informed when delivery will be done at least 2 days upfront

**Supply and delivery of CPP Resin****5.2 Work to be done by the Delivery Date**

- a) All equipment / spares must be on time of required order date
- b) Transported by road on supplier's costs and transport
- c) The *Purchaser* 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 spares rejected must be collected and the correct supplied within 7 .days
- d) Only spares specified will be accepted. Any spares that do not meet the specifications will be rejected
- e) Acceptance, off-loading and QC
- f) Ensure that the delivered goods are signed for.

**5.3 Marking the goods**

Batches to be clearly mark and packed according to the required specifications as follows:

- a) Name of *Supplier*
- b) Purchase order number
- c) Material number
- d) Serial / part number
- e) Quantity delivered
- f) And each Component must have a unique identification linked to the relevant *Supplier*
- g) Short description

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

- a) *Supplier* to have the correct access to site approved
- b) End user will determine the offloading point at time
- c) Forklift / crane with driver will be supplied for offloading
- d) Pallets to convey the batch must be strong enough to carry and transport load at anytime
- e) Supplier might not be the only supplier delivering on that day and has to wait for assistance

**5.5 Cooperating with Others**

Co-operation with others will be from time to time and on a as and when required basis on request by the *Purchaser*

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

- a) The *Purchaser* will determine the offloading point at time
- b) The *Purchaser* will provide resources to offload the spares being delivered (Forklift and cranes)
- c) The *Supplier* will offload small spares

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<i>Supplier</i>

**Supply and delivery of CPP Resin****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	TBC	TBA	TBC
Overall contract progress and feedback	TBC	TBA	Purchaser and Contractor

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.

Attendance of meetings as required by *Purchaser* Such as:-

- a) Any meeting requested by the *Purchaser* or *Supplier*

**5.8 Documentation control**

- a) 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.
- b) Writing is in the Language of this contract.
- c) All reports to be discussed, compiled and handed in to the *Purchaser*
- d) All communications must be printed and filed in the *Purchaser* file

**5.9 Health and safety risk management**

The *Supplier* shall comply with the health and safety requirements of the *Purchaser*.

- a) All The *Purchaser's* health and safety procedures and regulations to be adhered to by the *Supplier*
- b) A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

**SHEQ Policy****Eskom SHEQ Policy**

The *Purchaser* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Purchaser* business.

Compliance with the *Purchaser's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Supplier*

**Supply and delivery of CPP Resin****Supplier's SHEQ Policy**

All *Suppliers* shall have an OHS policy signed by the CEO of the *Supplier* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

**Health and Safety Arrangements**

The *Supplier* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at the *Employer*. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Supply Manager* may instruct the *Supplier* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Supply Manager* may instruct the *Supplier* to discipline his employees and to submit a disciplinary action report to the *Supply Manager*. The *Supplier* implements additional health and safety precautions where necessary.

**Health and safety**

The *Supplier* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- a) SHEQ Policy 32-727
- b) The *Purchaser's* Procurement and Supply Chain Management Procedure 32-1034
- c) SHE Requirements for the *Purchaser's* Commercial Process 32-726
- d) *Supplier* Health and Safety Requirements 32-136
- e) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- f) Live-saving Rules 240-62196227
- g) Working at Heights 32-418
- h) The *Purchaser's* Vehicle Safety Specifications 32-345
- i) the *PurchaserSupplier* SHEQ Specifications 14RISK SRM - 084

**Site Regulations and Procedures****Site Regulations**

The latest revision the *Purchaser's* Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

**Vehicle and driver safety**

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

**Speed Limit**

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.



**Supply and delivery of CPP Resin****Transportation of passengers: open LDV's:**

With effect from 31 May 2006 no *purchaser's* employee or *Supplier* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *purchasers* and *Supplier* employees – therefore the following will be enforced:

**The *Employer's* Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and Contractors.

- a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Purchaser* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Purchaser* may result in the *Purchaser* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Supplier* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Supplier* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Supplier* shall appoint a person who will liaise with the *Purchaser's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-*Supplier* or agent of the *Supplier* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Supplier* with a work stop order or a compliance order should *Purchaser* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Supplier* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Purchaser's* Safety Officer before contract commencement.

All work stoppages called by the *Purchaser* to be adhered to

*Supplier's* Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Supplier* will not be allowed on site if his letter of good standing is not valid

**Supply and delivery of CPP Resin****Security, fire protection and safety**

The *Supplier* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

**Fire protection**

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

**Safety and incident prevention**

The *Supplier* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the *Purchaser's* SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

**Reporting of accidents**

The *Purchaser* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Supplier's* expected to fully co-operate to achieve this objective. The *Supply Manager* must be informed immediately of any incidents. A written report to be submitted to the *Purchaser* within 24 Hours of incidents and any damage to property or equipment

**NOTE!** This report does not relieve the *Supplier* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

**Occupational Health and Safety Act 85 Of 1993 – SECTION 37**

In accordance with Section 37 (2) of the Act, the *Supplier's* appointed by the *Purchaser's* mandatory to assume Health and Safety duties and responsibilities. The *Supplier* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Supplier* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Supplier* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

**5.10 Environmental constraints and management**

- The *Supplier* shall comply with Tutuka Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *Supply Manager* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land. The clean-up cost is for the *Contractor's* account.

**Supply and delivery of CPP Resin****5.11 Quality**

The *Purchaser* is in the process of implementing an ISO 9001 series, therefore the *Supplier* will be expected to implement a quality system and maintains the quality system until the completion of this contract. The *Supplier* will comply with the provisions of the ISO 9001 series

The *Supplier* will work according to the *Purchaser's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Supplier* will work according to the Generation Quality manual and professional guidelines.

- Quality process in Tutuka: 14RISK GEN-023
  - Quality Control Plan and Contract Plan Approval Process Standard 39-71.
  - SANS Approved standards
  - QM58 – Eskom's Quality Requirements
  - ISO 9001 Quality Management Systems
  - 32-1034: Eskom Procurement and Supply Chain Management Procedure
  - 32-1033: Eskom's Procurement and Supply Chain Management Policy
  - 240-53114186: Document and Records Management
  - 240-53665024: Engineering Quality Manual
  - SANS 10108: The classification of hazardous locations and the selection of apparatus for use in such locations

**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:

- a) Name and address of the *Supplier* and the *Supply Manager*.
- b) The contract number and title.
- c) *Contractor's* VAT registration number.
- d) The *Purchaser's* VAT registration number 4740101508.
- e) Description of service provided for each item invoiced based on the Price List.
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- g) Purchase order number
- h) CPA calculation sheet
- i) CPA calculation sheet and the Invoice for CPA on the Invoice to be send to the financial department as per the *Employer's* Invoicing procedure / instruction

**5.13 Insurance provided by the *Purchaser***

As per Clause Z13

**5.14 Contract change management**

- a) In a case where one *Supplier* takes over from another *Contractor*, the Site *Supply Manager* must be notified in writing immediately.
- b) The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*
- c) Changing the Service Information
- d) Access

**Supply and delivery of CPP Resin**

- e) Provision by the *Purchaser*
- f) Stopping work
- g) Work of the *Purchaser* or others
- h) Reply to communication
- i) Changing a decision
- j) Withholding acceptance
- k) Delayed tests or inspections
- l) Change of Affected property
- m) Materials, facilities, etc. for tests
- n) *Purchaser* risks
- o) Assumption about Compensation Events
- p) *Purchaser* breach of contract

**5.15 Provision of bonds and guarantees**

Not Applicable

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

Will be done as per the *Employer's* invoicing and payment procedure and requirements

**6 Procurement****6.1 Subcontracting****6.1.1 Preferred subcontractors**

Not Applicable

**6.1.2 Limitations on subcontracting**

Not Applicable

**6.1.3 Spares and consumables**

Not Applicable

**6.1.4 Other requirements related to procurement**

To be negotiated with *Supply Manager*

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

Not Applicable

**7 List of drawings****7.1 Drawings issued by the *Purchaser***

**Supply and delivery of CPP Resin**

All applicable drawings are outlined on the Price Schedule

**C3.2 *SUPPLIER'S* GOODS INFORMATION**

- a) All relevant documentation to be handed in as requested from *Purchaser / Supply Manager*

**Supply and deliver of Turbolub Pump Spares****X17 - Low performance damages**

<b>X17.1 SERVICE LEVEL TABLE</b>			
<b>No</b>	<b>DESCRIPTION OF TASK</b>	<b>QUALITY OF PERFORMANCE REASON FOR DAMAGES</b>	<b>DAMAGES TO BE IMPLEMENTED</b>
1	Components performance	Failure to meet design performance requirements within warranty period.	Components to be collected, repaired and/or replaced by the contractor
2	Packing and preliminary marking of goods before delivery	All items must be wrapped with clear, plastic, bubble wrap that is clear or be placed inside cardboards for preservations purposes The marking should be as follows Name of Supplier, Purchase order number, Part number and delivery date	2 % of order value

**Risk Register**

<b>Description of the risk</b>		<b>Action to avoid or reduce the risk</b>
<b>Risk event</b>	<b>Cause &amp; possible outcome</b>	<b>Action to be taken and who in terms of the contract is responsible for taking it</b>
<b>Delays on delivery</b>	Load and production loss	Any expected delays must be communicated 2 days before delivering or earlier
<b>Natural Disasters</b>	Delay completion	Supplier asses the risks that are likely and plan accordingly.
<b>Correct material use</b>	Premature failure of component	Material certificates for each new component used on the equipment to be submitted to Eskom with the data pack.
<b>Delivery of defective spares</b>	Load and production loss	QC, tests and inspections to be done by Purchaser prior delivery
<b>Delivery of incorrect spares</b>	Load and production loss	QC, tests and inspections to be done by Purchaser on delivery