

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.



NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **Supply and delivery, of Piping on an as and when required basis for a period of 5 years on an “as and when required” basis**

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CONTRACT No. _____

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

PART C1: AGREEMENTS & CONTRACT DATA

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SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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 Piping to Lethabo Power Station for stock replenishment on an as and when required basis for a period of 5 years on an “as and when required” basis.

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 ¹	

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:**

Name &
signature of
witness

(Insert name and address of
organisation)

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*.

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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.

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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	_____	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness	_____	_____
Date	_____	_____

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C1.2 SC3 Contract Data

Part one - Data provided by the Purchaser

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X 4: Parent company guarantee X7: Delay damages X13: Performance bond
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	
	Address	Lethabo Power Station Private Bag X 415 Vereeniging 1930
	Tel	
	Fax	N/A
	e-mail	
11.2(13)	The <i>goods</i> are	Supply and delivery of Piping for Stock Replenishment on an as and when required for a period of five-year
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Access to Site due to road closure - Material preservation

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

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11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) working days after notification	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	On the agreed date by both parties	
30.1	The <i>delivery date</i> of the <i>goods</i> is:	Piping <ul style="list-style-type: none"> As per purchase order Supplier to also keep minimum spares (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties	<i>delivery date</i> As stipulated on purchase 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.	To be agreed by both parties as and when event arise	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One (1) week after kick-off meeting	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One (1) week.	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two (52) weeks after Delivery of each purchase order.	
43.2	The <i>defect correction period</i> is	Two (2) weeks – To address the defect at hand and to determine the corrective action and timelines that will be required to remedy the defect and agree on and end date by both parties	
	and the <i>defect access period</i> for	Five (5) working days after notification	

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5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be done after 5 days of every delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks after assessment and receipt of undisputed contractor tax invoice
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 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
6	Compensation events	Refer to Clause 6 of the NEC3 SC.
7	Title	Refer to Clause 6 of the NEC3 SC
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Obsolete Goods. 2. Preservation 3. Change in works information
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Total of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the goods and services per purchase order.
9	Termination and dispute resolution	
90.1		NEC3 core clause 9 shall be applied for termination.
		If the amount due for the Supplier's payment of delay

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		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.															
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	Johannesburg, South Africa															
	The person or organisation who will choose an arbitrator																
	- if the Parties cannot agree a choice or																
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.															
10	Data for Option clauses																
X1	Price adjustment for inflation	Prices are fixed and firm for the first year and CPA will kick in for subsequent years as follows															
X1.1	The <i>base date</i> for indices is	One month before closing date of Tender Issuing															
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>15%</td><td>Transport</td><td>SEIFSA Table (L-1)</td></tr> <tr> <td>70%</td><td>Material</td><td>SEIFSA Table (D-3)</td></tr> <tr> <td>15%</td><td>Fixed</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	15%	Transport	SEIFSA Table (L-1)	70%	Material	SEIFSA Table (D-3)	15%	Fixed		100%		
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15%	Fixed																
100%																	

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X2	Changes in the law	Refer to Clause X2 of the NEC3 SC	
X2.1	A change in the law of	The Republic of South Africa	
X4	Parent company guarantee	Will only be applied should financial analysis report recommends that the parent company guarantee be obtained	
X7	Delay damages	Delivery of	amount per day
		Line item per purchase order per day until delivery, capped at 10% of the line-item of the purchase order value.	1.25 %
X13	Performance Bond	Will only be applied should financial analysis report recommends that the parent company guarantee be obtained	
X17	Low Performance Damages	Limited to	5% of each line item per Purchase Order
X17.1	The amounts for low performance damages are:	Percentage per line item	Performance level
		1.5% per day	for delivery of wrong specification (Material)
		2.5% per day	for not meeting quality standards including documents
		1.5% per day	for not keeping minimum spares (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties
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*.

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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

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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".

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Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate

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

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

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

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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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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 44 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 44 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

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	DAP	DAP

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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Piping	
2. The requirements for transport are	Supplier must ensure that product is packaged and transported in such a way that it safe, well stacked and preserved	
3. The delivery place is	Lethabo Power Station. Deneysville Vaaldam Road. Vereeniging. 1930	
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	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Eskom

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

For international procurement	Undertake export requirements	N/A
	Undertake import requirements	Supplier
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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

C1.2 Contract Data

Part two - Data provided by the Supplier

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> is:	<table><thead><tr><th><i>goods</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr></tbody></table>	<i>goods</i>	<i>delivery date</i>	1		2	
<i>goods</i>	<i>delivery date</i>							
1								
2								
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	%						

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

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

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

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

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

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

Signed at _____ on this _____ day of _____ 200_

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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
 Bank reference
 number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

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

- 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
- 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
- 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]
- 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
- 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
- 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
- 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
- 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

Signed at _____

Date _____

For and behalf of the Bank

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

Pro forma ASGI-SA Guarantee

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
 Bank reference
 number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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>	3

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

Function of the Price Schedule

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

Preparing the price schedule

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;

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- 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.

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C2.2 the price schedule

Material	Descriptions	Base Unit of Measure	Price	Lead time
0000606	PIPE, ASSEMBLY: CONNECTION: THD X COUPLER; DIMENSIONS: DIA 25 MM X LG 6 M; MATERIAL: STL; SPECIFICATION: SABS 62; SABS 763 GALV; RATING 3.2MM WALL, STRUCTURE WELDED; THREADED ENDS WITH SOCKET	M		
0000607	PIPE, ASSEMBLY: CONNECTION: THD X COUPLER; DIMENSIONS: DIA 15 MM X LG 6 M; MATERIAL: STL; SPECIFICATION: SABS 62-1971 GALV; STRUCTURE WELDED; THREADED ENDS WITH SOCKET	M		
0054987	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 20 MM; MATERIAL: STL GALV; LENGTH: 6.7 M; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62; RATING MEDIUM, STRUCTURE WELDED	M		
0054988	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 40 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 4 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; ELECTRIC RESISTANCE	M		
0054989	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 3.65 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 763/62; PIPE, METALLIC; MATERIAL GS, NOMINAL PIPE SIZE DESIGNATION 50 MM, WALL THICKNESS 3.65 MM, CONSTRUCTION WELDED, END TYPE SOCKET X THD, LENGTH 6 M, SPECIFICATION SABS763/62~PIPE,MTLC;50 MM,GS,LG 6 M,THK 3.65 MM	M		
0054990	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: GS SABS 62-1971; LENGTH: 6 M; WALL THICKNESS: 4.8 MM; CONSTRUCTION: WELDED; END TYPE: BSPT	M		
0054991	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 100 MM; MATERIAL: GS SABS 62-1971; LENGTH: 6.7 M; CONSTRUCTION: WELDED; END TYPE: COUPLED X THD	M		
0054992	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 150 MM; MATERIAL: CS; LENGTH: 6.1 M; WALL THICKNESS: 5.4 MM; CONSTRUCTION: SEAM WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; RATING HEAVY DUTY, FOR STEAM, 4.83 MPA HYDROSTATIC TEST PRESSURE, SCREWED AND SOCKETED IN APPROXIMATELY 6 METRE LENGTHS, BEARING THE SABS MARK OF APPROVAL	M		

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0054994	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 65 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; STEAM PIPE, SEAM, HEAVY CLASS	M		
0055011	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 32 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971; HEAVY CLASS, TO THE LATEST EDITION AND BEARING THE SABS MARK OF APPROVAL	M		
0055289	PIPE, SPECIAL PURPOSE: TYPE: GAS; DIMENSIONS: OD 3/8 X WALL THK 1/16 IN; MATERIAL: NYLON; REFERENCE NO: RP684464; A-8310N; FOR USE ON WALLACE AND TIERNAN CONTROL UNIT OA 06 00 OB OC N N	EA		
0055322	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL ASTM A106 CAST; LENGTH: 6.4 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: B; SUPPL P/N: 1-14.201-01; CERT NO DIN 50049/3 1B 60.3 X 3.9MM 2IN; FOR WATER CLARIFICATION PLANT OA 06 09 OC OC N N	M		
0055323	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: CS ASTM A106; LENGTH: 6.3 M; WALL THICKNESS: 5.49 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: B; REFERENCE NO: 1-14.201.01; CERT NO: DIN50049/3.1B	M		
0055327	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: 316; HEAT NO 103880 INFORMATION ON PIPE ZIN SCH40X60000 SANYO AS TM-A312 TP316L; ITEM USED ON THE WATER CLARIFICATION PLANT; OA 06 09 OC OC N N	EA		
0055330	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 1/2 IN; MATERIAL: STAINLESS STEEL; LENGTH: 172 MM; WALL THICKNESS: 2.77 MM; CONSTRUCTION: SEAMLESS; END TYPE: THD; SCHEDULE: 40; EXTENSION; ITEM SCREWED 1/2 IN BSP AT BOTH ENDS; LENGTH: 172.5MM X 21MM OD	EA		
0055331	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 3/4 IN; MATERIAL: STAINLESS STEEL; LENGTH: 170 MM; WALL THICKNESS: M18 X 1.5 MM; CONSTRUCTION: SEAMLESS; END TYPE: THD; SCHEDULE: 40; EXTENSIONS; ITEM SCREWED 1/2 INCH BSP AT ONE END AND M18X1.5 AT THE OTHER END LENGTH OF EXTENSION PIECE 172.5MM X 21MM OD; ITEM USED AS A EXTENSION PIECE ON THE THERMOCOUPLE HEADS	EA		
0055493	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 6 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 2.65 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM WELDED SEAM, HEAVY CLASS	M		

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0055494	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 8 MM; MATERIAL: CS; LENGTH: 6 M; WALL THICKNESS: 2.9 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; RATING HEAVY DUTY SEAM; STEAM PIPE	M		
0055495	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 10 MM; MATERIAL: CS; LENGTH: 6 M; WALL THICKNESS: 2.8 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; RATING HEAVY DUTY, STEAM PIPE, SCREWED AND SOCKETED, HEAVY CLASS	M		
0055497	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 15 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 3.2 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM, SEAM WELDED, SCREWED AND SOCKETED, HEAVY CLASS	M		
0055498	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 20 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 3.25 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM PIPE, SEAM, HEAVY CLASS	M		
0055499	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 25 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; HEAVY, STEAM PIPE, SEAM	M		
0055500	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 32 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY STRUCTURE, STEAM SEAM, SCREWED	M		
0055501	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 40 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY, STEAM	M		
0055502	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.55 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY, STEAM PIPE	M		
0055503	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; STEAM PIPE, SEAM	M		
0055707	PIPE, SPECIAL PURPOSE: TYPE: CONNECTION; DIMENSIONS: ID 17 X OD 19 X LG 350 MM; MATERIAL: CU; FOR HOT AND COLD FEED WATER.	EA		
0055504	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 100 MM; LENGTH: 6 M; WALL THICKNESS: 5.4 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY; STEAM APPLICATION	M		

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0055559	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 125 MM; MATERIAL: CS; LENGTH: 6 M; CONSTRUCTION: SEAM WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; RATING HEAVY DUTY, STEAM PIPE	M		
0055677	PIPE: MATERIAL: STL; TYPE: WORKING OIL; SUPPL P/N: 095/150; MODEL NO: R18KGS; FOR USE ON WORKING OIL MAINTAINING VALVE ON VOITH TURBOGEAR	EA		
0056225	PIPE, SPECIAL PURPOSE: TYPE: HANDRAIL; DIMENSIONS: OD 34 MM X LG 6.4 M X THK 2.5 MM; MATERIAL: MS RED OXIDE COATED	M		
0212287	PIPE: TYPE: VENT; SUPPL P/N: 203110; FOR USE ON HYDROGEN GENERATION PLANT STUART 7 PLATE CELL ELECTROLYSER; SPECIAL	EA		
0219223	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 250 MM; MATERIAL: X20CRMOV11-1 GR 1.4922; LENGTH: 8 M; WALL THICKNESS: 31 MM; CONSTRUCTION: SMLS; SPECIFICATION: EN10216; SEE INTERNAL TEXT FOR MORE REQUIREMENTS; PLASTIC END CAPS; EN10204 3.2; ADHERE TO ESKOM GOODS INFORMATION REQUIREMENTS AND THE SUPPLIER WILL COMPLY TO THE FOLLOWING STANDARD (SEE PROCUREMENT OF HIGH PRESSURE PIPEWORK AND BOILER TUBING MATERIAL STANDARD IN THE GENERATION DIVISION 240-87733094 LATEST REVISION); MATERIAL CERTIFICATION TO EN10204/3.2; CONDUCT A MATERIAL ANALYSIS (SPECTROMETER TEST) ON EACH BATCH OF MATERIAL AT THE SUPPLIER'S PREMISES PRIOR DELIVERY TO THE POWER STATION; THE POWER STATION AIA WILL BE PRESENT TO REVIEW AND VERIFIED THE SPECTROMETER RESULTS. MATERIAL NOT MEETING THE REQUIREMENTS WILL BE REJECTED; THE SPECTROMETER RESULTS MUST CORRESPOND WITH THE MATERIAL CERTIFICATE; ALL THE DOCUMENTATION WILL BE EVALUATED BY ENGINEERING INCLUDING THE SPECTROMETER TEST RESULTS SIGNED BY POWER STATION AIA UPON DELIVERY BEFORE ACCEPTANCE OF THE MATERIAL; NOTE MATERIAL WILL NOT BE ACCEPTED WITHOUT THE MATERIAL CERTIFICATES AND THE SPECTROMETER TEST CERTIFICATE SIGNED AND VERIFIED BY POWER STATION AIA	M		
0251231	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 470 MM; MATERIAL: X20CRMOV111 GR 1.4922; LENGTH: 6-10 M; WALL THICKNESS: 56 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SPECIFICATION: EN10216-2; MATERIAL CERTIFICATION TO EN10204/3.2; TECHNICAL REQUIREMENTS REFER TO ESKOM ORDER SPECIFICATION	M		

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0251236	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 540 MM; MATERIAL: 14MOV6.3 1.7715; LENGTH: 6-10 M; WALL THICKNESS: 22 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SPECIFICATION: EN10216-2; MATERIAL CERTIFICATION TO EN10204/3.2; TECHNICAL REQUIREMENTS REFER TO ESKOM ORDER SPECIFICATION	M		
0626393	PIPE: INSIDE DIAMETER: 310 MM; LENGTH: 6 M; MATERIAL: 15NICUMONB 5; SPECIFICATION: EN10216; STRUCTURE: SMLS; ENDS: PLASTIC CAP; TYPE: BOILER PRESSURE PARTS; WIDTH 17MM; PIPES MATERIAL MUST BE IN ACCORDANCE TO LATEST EN10216-2; ALL BILLETS TO BE SUPPLIED WITH THEIR RELEVANT TEST AND MATERIAL CERTIFICATION BS EN 10204/3.2; SUPPLIED BOTH IN HARD AND SOFT COPY ON DELIVERY; HARD COPY TO ACCOMPANY TUBES AND SOFT COPY TO BE GIVEN TO BOILER PLANT ENGINEERING	M		
0641758	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB 125 MM; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.55 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SCHEDULE: SCH40; GRADE: A312 TP316/316L; 3.1 ENGLISH MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY DELIVERY	EA		
0664082	PIPE: INSIDE DIAMETER: 388.8 MM; LENGTH: 6 M; MATERIAL: 16MO3; SPECIFICATION: BS EN 10216-2: 2013; THE PIPE SHOULD BE SEAMLESS PIPING; OD 406.4MM X THK 8.8MM; THE PIPE MUST BE SUPPLIED WITH ALL RELEVANT TEST AND MATERIAL CERTIFICATION IN ACCORDANCE TO BS EN 10204/3.1 A 3.1 INSPECTION CERTIFICATE IS REQUIRED	EA		
0705048	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB200; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 8.18 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SCHEDULE: 40; GRADE: 316L	M		
0721154	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN100; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.3 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404; SPECIFICATION: EN 10216-5; OUTSIDE DIAMETER: 114.3 MM; AND EN1127; LATEST REVISIONS; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0721148	ELBOW, PIPE: SIZE: DN 100; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D ACRE; RATING: 10 BAR; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B I.A.W EN10253-4; WALL THICKNESS: 6.3 MM; OUTSIDE DIAMETER: 114.3MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA		

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0721154	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN100; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.3 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404; SPECIFICATION: EN 10216-5; OUTSIDE DIAMETER: 114.3 MM; AND EN1127; LATEST REVISIONS; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0721148	ELBOW, PIPE: SIZE: DN 100; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D ACRE; RATING: 10 BAR; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B I.A.W EN10253-4; WALL THICKNESS: 6.3 MM; OUTSIDE DIAMETER: 114.3MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA		
0721150	FLANGE, PIPE: TYPE: B; BORE: 114.3 MM; PIPE SIZE: DN100; MATERIAL: STAINLESS STEEL; RATING: PN16; STYLE: SLIP ON; GRADE: 1.4404; SPECIFICATION: EN 1092-1; BOLT HOLES: 8; BOLT HOLE SIZE: 18 MM; FLANGE DIAMETER: 220 MM; OUTSIDE DIAMETER: 220 MM; FLANGE THICKNESS: 22MM; MARKING: FLANGES TO BE STAMPED WITH MATERIAL GRADE, STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0721397	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN80; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 5.6 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404 (I.A.W 10216-5); SPECIFICATION: EN 10352-4; OUTSIDE DIAMETER: 88.9 MM; TUBE TO CONFORM TO EN10216-5 AND EN1127 (LATEST REVISIONS) SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0721402	ELBOW, PIPE: SIZE: DN80; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D; RATING: PN10; GRADE: 1.4404 (I.A.W EN10216-5); SPECIFICATION: EN10352-4; WALL THICKNESS: 5.6 MM; TYPE: B (I.A.W EN 10253-4); OUTSIDE DIAMETER: 88.9 MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA		
0721398	FLANGE, PIPE: TYPE: 01 FLAT FACE (I.A.W EN1092-1); BORE: 88.9 MM; PIPE SIZE: DN80; MATERIAL: STAINLESS STEEL; RATING: PN16; STYLE: SLIP ON; GRADE: 1.4404 (I.A.W EN 10216-5); SPECIFICATION: EN1092-1; PCD: 160 MM; BOLT HOLES: 8; BOLT HOLE SIZE: 18 MM; FLANGE DIAMETER: 200 MM; FLANGE OUTSIDE DIAMETER: 200 MM; FLANGE THICKNESS: 20MM; MARKING: FLANGES TO BE STAMPED WITH	EA		

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	MATERIAL GRADE, STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204			
0721369	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN50; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 4 MM; CONSTRUCTION: SEAMLESS; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; MAXIMUM OPERATING TEMP: 70 DEG; GRADE: 1.4404 (I.A.W 10216-5); SPECIFICATION: EN 1092-1; NOMINAL PIPE PRESSURE DESIGNATION: PN10; OUTSIDE DIAMETER: 60.3 MM; TYPE: B (I.A.W EN10253-4); TUBE TO CONFORM TO EN10216-5 AND EN1127 LATEST REVISIONS SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0721360	ELBOW, PIPE: SIZE: DN 50; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D; RATING: PN10; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B (I.A.W EN10253-4); OUTSIDE DIAMETER: 220 60.3 MM; TYPE: B (I.A.W EN10253-4); PCD: SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA		
0748369	FLANGE: TYPE: MOUNTING WELDED; DIMENSIONS: ID 406.4 X OD 580 X 38 THK MM; MATERIAL: STEEL; STYLE: FLAT FACE; SPECIFICATION: PN16 400NB; FLANGE: PRESSURE RATING: PN16 ;THICKNESS: 38MM; PCD 525 MM; HOLE SIZE : 30 MM; FLAT FACE; MATERIAL : STEEL ; FLANGE MUST BE STAMPED WITH EN 1092-1 FLANGE DESIGNATION	EA		
0721396	FLANGE, PIPE: TYPE: 01 FLAT FACE (I.A.W EN1092-1); BORE: 60.3 MM; PIPE SIZE: DN50; MATERIAL: STAINLESS STEEL; RATING: 10 BAR; STYLE: SLIP-ON; GRADE: 1.4404; SPECIFICATION: EN 10216-5; PCD: 125 MM; BOLT HOLES: 4; BOLT HOLE SIZE: 18 MM; OUTSIDE DIAMETER: 165 MM; MARKING: FLANGES TO BE STAMPED WITH MATERIAL GRADE; STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA		
0757901	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB15 M; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 2.77 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757945	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB25 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.38 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0757910	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB32 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.56 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757916	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB50 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERIFICATE TO BE PROVIDED	EA		
0757950	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB65 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 5.16 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C	EA		
0757917	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB80 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 5.49 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757918	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB100 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 6.02 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVED	EA		
0757946	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB125 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 6.55 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757947	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB150 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 10; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757974	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB200 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 10; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757973	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB250 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING	EA		

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

	PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED			
0757976	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB300 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0748376	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 400 MM; MATERIAL: API 5L GRB; LENGTH: 3 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: SEAMLESS; SCHEDULE: SCH10; MATERIAL CERTIFICATE: 3.1 ENGLISH MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY DELIVERY.	EA		
0757971	PIPE DN450, CARBON STEEL, NP10, SCHEDULE 10; EFW (SUB-ARC) API.5L GR.B	EA		
0757970	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB500 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757965	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB600 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757966	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB700 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 12.7 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0757922	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB1000 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: STD; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA		
0763270	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 33.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 2.6 MM; CONSTRUCTION: EFWSS10/201; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA		

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0763268	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 139.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA		
0763269	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 188.9 MM; MATERIAL: ST35; LENGTH: 6; WALL THICKNESS: 4.05 MM; CONSTRUCTION: HFS22; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA		
0763302	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 139.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: EF	EA		
0763267	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 356 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 6 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA		
0763264	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 610 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 8 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: np16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; 3.1 MATERIAL CERTIFICATE TO BE SUPPLIED	EA		
0763265	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 712 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 8 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 4 BAR; RATING: NP10 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA		

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

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

C3.1: *PURCHASER'S* GOODS INFORMATION

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SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

Overview and purpose of the goods and services

Supply and delivery of Piping on an as and when required basis for a period of 5 years.

Specification and description of the goods

Supply and delivery of Piping on an as and when required basis for a period of 5 years. The pipes and or spools are to have charge numbers engraved or with a stencil on the body of the spools or pipes from the mill accompanied by the relevant material certificate as per the relevant specification. The material is to be preserved with endcaps on the ends.

Material	Descriptions	Base Unit of Measure
0000606	PIPE, ASSEMBLY: CONNECTION: THD X COUPLER; DIMENSIONS: DIA 25 MM X LG 6 M; MATERIAL: STL; SPECIFICATION: SABS 62; SABS 763 GALV; RATING 3.2MM WALL, STRUCTURE WELDED; THREADED ENDS WITH SOCKET	M
0000607	PIPE, ASSEMBLY: CONNECTION: THD X COUPLER; DIMENSIONS: DIA 15 MM X LG 6 M; MATERIAL: STL; SPECIFICATION: SABS 62-1971 GALV; STRUCTURE WELDED; THREADED ENDS WITH SOCKET	M
0054987	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 20 MM; MATERIAL: STL GALV; LENGTH: 6.7 M; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62; RATING MEDIUM, STRUCTURE WELDED	M
0054988	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 40 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 4 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; ELECTRIC RESISTANCE	M
0054989	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 3.65 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 763/62; PIPE, METALLIC; MATERIAL GS, NOMINAL PIPE SIZE DESIGNATION 50 MM, WALL THICKNESS 3.65 MM, CONSTRUCTION WELDED, END TYPE SOCKET X THD, LENGTH 6 M, SPECIFICATION SABS763/62~PIPE,MTLC;50 MM,GS,LG 6 M,THK 3.65 MM	M
0054990	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: GS SABS 62-1971; LENGTH: 6 M; WALL THICKNESS: 4.8 MM; CONSTRUCTION: WELDED; END TYPE: BSPT	M
0054991	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 100 MM; MATERIAL: GS SABS 62-1971; LENGTH: 6.7 M; CONSTRUCTION: WELDED; END TYPE: COUPLED X THD	M
0054992	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 150 MM; MATERIAL: CS; LENGTH: 6.1 M; WALL THICKNESS: 5.4 MM; CONSTRUCTION: SEAM WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; RATING HEAVY DUTY, FOR STEAM, 4.83 MPA HYDROSTATIC TEST PRESSURE, SCREWED AND SOCKETED IN APPROXIMATELY 6 METRE LENGTHS, BEARING THE SABS MARK OF APPROVAL	M

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0054994	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 65 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; STEAM PIPE, SEAM, HEAVY CLASS	M
0055011	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 32 MM; MATERIAL: STL GALV; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971; HEAVY CLASS, TO THE LATEST EDITION AND BEARING THE SABS MARK OF APPROVAL	M
0055289	PIPE, SPECIAL PURPOSE: TYPE: GAS; DIMENSIONS: OD 3/8 X WALL THK 1/16 IN; MATERIAL: NYLON; REFERENCE NO: RP684464; A-8310N; FOR USE ON WALLACE AND TIERNAN CONTROL UNIT OA 06 00 OB OC N N	EA
0055322	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL ASTM A106 CAST; LENGTH: 6.4 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: B; SUPPL P/N: 1-14.201-01; CERT NO DIN 50049/3 1B 60.3 X 3.9MM 2IN; FOR WATER CLARIFICATION PLANT OA 06 09 OC OC N N	M
0055323	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: CS ASTM A106; LENGTH: 6.3 M; WALL THICKNESS: 5.49 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: B; REFERENCE NO: 1-14.201.01; CERT NO: DIN50049/3.1B	M
0055327	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS; END TYPE: PLAIN; SCHEDULE: 40; GRADE: 316; HEAT NO 103880 INFORMATION ON PIPE ZIN SCH40X60000 SANYO AS TM-A312 TP316L; ITEM USED ON THE WATER CLARIFICATION PLANT; OA 06 09 OC OC N N	EA
0055330	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 1/2 IN; MATERIAL: STAINLESS STEEL; LENGTH: 172 MM; WALL THICKNESS: 2.77 MM; CONSTRUCTION: SEAMLESS; END TYPE: THD; SCHEDULE: 40; EXTENSION; ITEM SCREWED 1/2 IN BSP AT BOTH ENDS; LENGTH: 172.5MM X 21MM OD	EA
0055331	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 3/4 IN; MATERIAL: STAINLESS STEEL; LENGTH: 170 MM; WALL THICKNESS: M18 X 1.5 MM; CONSTRUCTION: SEAMLESS; END TYPE: THD; SCHEDULE: 40; EXTENSIONS; ITEM SCREWED 1/2 INCH BSP AT ONE END AND M18X1.5 AT THE OTHER END LENGTH OF EXTENSION PIECE 172.5MM X 21MM OD; ITEM USED AS A EXTENSION PIECE ON THE THERMOCOUPLE HEADS	EA
0055493	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 6 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 2.65 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM WELDED SEAM, HEAVY CLASS	M
0055494	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 8 MM; MATERIAL: CS; LENGTH: 6 M; WALL THICKNESS: 2.9 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; RATING HEAVY DUTY SEAM; STEAM PIPE	M
0055495	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 10 MM; MATERIAL: CS; LENGTH: 6 M; WALL THICKNESS: 2.8 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; RATING HEAVY DUTY, STEAM PIPE, SCREWED AND SOCKETED, HEAVY CLASS	M

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0055497	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 15 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 3.2 MM; CONSTRUCTION: SEAMLESS; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM, SEAM WELDED, SCREWED AND SOCKETED, HEAVY CLASS	M
0055498	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 20 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 3.25 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; STEAM PIPE, SEAM, HEAVY CLASS	M
0055499	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 25 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; HEAVY, STEAM PIPE, SEAM	M
0055500	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 32 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY STRUCTURE, STEAM SEAM, SCREWED	M
0055501	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 40 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.05 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY, STEAM	M
0055502	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 50 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.55 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY, STEAM PIPE	M
0055503	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 80 MM; MATERIAL: STL; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; STEAM PIPE, SEAM	M
0055707	PIPE, SPECIAL PURPOSE: TYPE: CONNECTION; DIMENSIONS: ID 17 X OD 19 X LG 350 MM; MATERIAL: CU; FOR HOT AND COLD FEED WATER.	EA
0055504	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 100 MM; LENGTH: 6 M; WALL THICKNESS: 5.4 MM; CONSTRUCTION: WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62-1971 AMEND 2 TABLE 3; HEAVY; STEAM APPLICATION	M
0055559	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 125 MM; MATERIAL: CS; LENGTH: 6 M; CONSTRUCTION: SEAM WELDED; END TYPE: SOCKET X THD; SPECIFICATION: SABS 62 AMEND 2 TABLE 3; RATING HEAVY DUTY, STEAM PIPE	M
0055677	PIPE: MATERIAL: STL; TYPE: WORKING OIL; SUPPL P/N: 095/150; MODEL NO: R18KGS; FOR USE ON WORKING OIL MAINTAINING VALVE ON VOITH TURBOGEAR	EA
0056225	PIPE, SPECIAL PURPOSE: TYPE: HANDRAIL; DIMENSIONS: OD 34 MM X LG 6.4 M X THK 2.5 MM; MATERIAL: MS RED OXIDE COATED	M
0212287	PIPE: TYPE: VENT; SUPPL P/N: 203110; FOR USE ON HYDROGEN GENERATION PLANT STUART 7 PLATE CELL ELECTROLYSER; SPECIAL	EA
0219223	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 250 MM; MATERIAL: X20CRMV11-1 GR 1.4922; LENGTH: 8 M; WALL THICKNESS: 31 MM; CONSTRUCTION: SMLS; SPECIFICATION: EN10216; SEE INTERNAL TEXT FOR MORE REQUIREMENTS; PLASTIC END CAPS; EN10204 3.2; ADHERE TO ESKOM GOODS INFORMATION REQUIREMENTS AND THE SUPPLIER WILL COMPLY TO THE FOLLOWING STANDARD (SEE PROCUREMENT OF HIGH	M

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

	<p>PRESSURE PIPEWORK AND BOILER TUBING MATERIAL STANDARD IN THE GENERATION DIVISION 240-87733094 LATEST REVISION); MATERIAL CERTIFICATION TO EN10204/3.2; CONDUCT A MATERIAL ANALYSIS (SPECTROMETER TEST) ON EACH BATCH OF MATERIAL AT THE SUPPLIER'S PREMISES PRIOR DELIVERY TO THE POWER STATION; THE POWER STATION AIA WILL BE PRESENT TO REVIEW AND VERIFIED THE SPECTROMETER RESULTS. MATERIAL NOT MEETING THE REQUIREMENTS WILL BE REJECTED; THE SPECTROMETER RESULTS MUST CORRESPOND WITH THE MATERIAL CERTIFICATE; ALL THE DOCUMENTATION WILL BE EVALUATED BY ENGINEERING INCLUDING THE SPECTROMETER TEST RESULTS SIGNED BY POWER STATION AIA UPON DELIVERY BEFORE ACCEPTANCE OF THE MATERIAL; NOTE MATERIAL WILL NOT BE ACCEPTED WITHOUT THE MATERIAL CERTIFICATES AND THE SPECTROMETER TEST CERTIFICATE SIGNED AND VERIFIED BY POWER STATION AIA</p>	
0251231	<p>PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 470 MM; MATERIAL: X20CRMOV111 GR 1.4922; LENGTH: 6-10 M; WALL THICKNESS: 56 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SPECIFICATION: EN10216-2; MATERIAL CERTIFICATION TO EN10204/3.2; TECHNICAL REQUIREMENTS REFER TO ESKOM ORDER SPECIFICATION</p>	M
0251236	<p>PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: ID 540 MM; MATERIAL: 14MOV6.3 1.7715; LENGTH: 6-10 M; WALL THICKNESS: 22 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SPECIFICATION: EN10216-2; MATERIAL CERTIFICATION TO EN10204/3.2; TECHNICAL REQUIREMENTS REFER TO ESKOM ORDER SPECIFICATION</p>	M
0626393	<p>PIPE: INSIDE DIAMETER: 310 MM; LENGTH: 6 M; MATERIAL: 15NICUMONB 5; SPECIFICATION: EN10216; STRUCTURE: SMLS; ENDS: PLASTIC CAP; TYPE: BOILER PRESSURE PARTS; WIDTH 17MM; PIPES MATERIAL MUST BE IN ACCORDANCE TO LATEST EN10216-2; ALL BILLETS TO BE SUPPLIED WITH THEIR RELEVANT TEST AND MATERIAL CERTIFICATION BS EN 10204/3.2; SUPPLIED BOTH IN HARD AND SOFT COPY ON DELIVERY; HARD COPY TO ACCOMPANY TUBES AND SOFT COPY TO BE GIVEN TO BOILER PLANT ENGINEERING</p>	M
0641758	<p>PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB 125 MM; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.55 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SCHEDULE: SCH40; GRADE: A312 TP316/316L; 3.1 ENGLISH MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY DELIVERY</p>	EA
0664082	<p>PIPE: INSIDE DIAMETER: 388.8 MM; LENGTH: 6 M; MATERIAL: 16MO3; SPECIFICATION: BS EN 10216-2: 2013; THE PIPE SHOULD BE SEAMLESS PIPING; OD 406.4MM X THK 8.8MM; THE PIPE MUST BE SUPPLIED WITH ALL RELEVANT TEST AND MATERIAL CERTIFICATION IN ACCORDANCE TO BS EN 10204/3.1 A 3.1 INSPECTION CERTIFICATE IS REQUIRED</p>	EA
0705048	<p>PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB200; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 8.18 MM; CONSTRUCTION: SEAMLESS; END TYPE: BW; SCHEDULE: 40; GRADE: 316L</p>	M
0721154	<p>PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN100; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.3 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404; SPECIFICATION: EN 10216-5; OUTSIDE DIAMETER: 114.3 MM; AND EN1127; LATEST REVISIONS; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204</p>	EA

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0721148	ELBOW, PIPE: SIZE: DN 100; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D ACRE; RATING: 10 BAR; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B I.A.W EN10253-4; WALL THICKNESS: 6.3 MM; OUTSIDE DIAMETER: 114.3MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA
0721154	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN100; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 6.3 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404; SPECIFICATION: EN 10216-5; OUTSIDE DIAMETER: 114.3 MM; AND EN1127; LATEST REVISIONS; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA
0721148	ELBOW, PIPE: SIZE: DN 100; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D ACRE; RATING: 10 BAR; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B I.A.W EN10253-4; WALL THICKNESS: 6.3 MM; OUTSIDE DIAMETER: 114.3MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA
0721150	FLANGE, PIPE: TYPE: B; BORE: 114.3 MM; PIPE SIZE: DN100; MATERIAL: STAINLESS STEEL; RATING: PN16; STYLE: SLIP ON; GRADE: 1.4404; SPECIFICATION: EN 1092-1; BOLT HOLES: 8; BOLT HOLE SIZE: 18 MM; FLANGE DIAMETER: 220 MM; OUTSIDE DIAMETER: 220 MM; FLANGE THICKNESS: 22MM; MARKING: FLANGES TO BE STAMPED WITH MATERIAL GRADE, STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA
0721397	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN80; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 5.6 MM; CONSTRUCTION: SEAMLESS TUBE; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; RATING: 10 BAR; MAXIMUM OPERATING TEMP: 70 DEG C; GRADE: 1.4404 (I.A.W 10216-5); SPECIFICATION: EN 10352-4; OUTSIDE DIAMETER: 88.9 MM; TUBE TO CONFORM TO EN10216-5 AND EN1127 (LATEST REVISIONS) SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA
0721402	ELBOW, PIPE: SIZE: DN80; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D; RATING: PN10; GRADE: 1.4404 (I.A.W EN10216-5); SPECIFICATION: EN10352-4; WALL THICKNESS: 5.6 MM; TYPE: B (I.A.W EN 10253-4); OUTSIDE DIAMETER: 88.9 MM; SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA
0721398	FLANGE, PIPE: TYPE: 01 FLAT FACE (I.A.W EN1092-1); BORE: 88.9 MM; PIPE SIZE: DN80; MATERIAL: STAINLESS STEEL; RATING: PN16; STYLE: SLIP ON; GRADE: 1.4404 (I.A.W EN 10216-5); SPECIFICATION: EN1092-1; PCD: 160 MM; BOLT HOLES: 8; BOLT HOLE SIZE: 18 MM; FLANGE DIAMETER: 200 MM; FLANGE OUTSIDE DIAMETER: 200 MM; FLANGE THICKNESS: 20MM; MARKING: FLANGES TO BE STAMPED WITH MATERIAL GRADE, STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

0721369	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: DN50; MATERIAL: STAINLESS STEEL; LENGTH: 6 M; WALL THICKNESS: 4 MM; CONSTRUCTION: SEAMLESS; END TYPE: SQUARE CUT END PLAIN END; MAXIMUM OPERATING PRESSURE: 1000 KPA; MAXIMUM OPERATING TEMP: 70 DEG; GRADE: 1.4404 (I.A.W 10216-5); SPECIFICATION: EN 1092-1; NOMINAL PIPE PRESSURE DESIGNATION: PN10; OUTSIDE DIAMETER: 60.3 MM; TYPE: B (I.A.W EN10253-4); TUBE TO CONFORM TO EN10216-5 AND EN1127 LATEST REVISIONS SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA
0721360	ELBOW, PIPE: SIZE: DN 50; CONNECTION: BEVELLED ENDS; MATERIAL: STAINLESS STEEL; DEGREE: 90 DEG; RADIUS: 2D; RATING: PN10; GRADE: 1.4404 I.A.W 10216-5; SPECIFICATION: EN 10352-4; WALL THICKNESS: 4 MM; TYPE: B (I.A.W EN10253-4); OUTSIDE DIAMETER: 220 60.3 MM; TYPE: B (I.A.W EN10253-4); PCD: SUPPLIED WITH INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204 TO BE PROVIDED ON DELIVERY	EA
0748369	FLANGE: TYPE: MOUNTING WELDED; DIMENSIONS: ID 406.4 X OD 580 X 38 THK MM; MATERIAL: STEEL; STYLE: FLAT FACE; SPECIFICATION: PN16 400NB; FLANGE: PRESSURE RATING: PN16 ;THICKNESS: 38MM; PCD 525 MM; HOLE SIZE : 30 MM; FLAT FACE; MATERIAL : STEEL ; FLANGE MUST BE STAMPED WITH EN 1092-1 FLANGE DESIGNATION	EA
0721396	FLANGE, PIPE: TYPE: 01 FLAT FACE (I.A.W EN1092-1); BORE: 60.3 MM; PIPE SIZE: DN50; MATERIAL: STAINLESS STEEL; RATING: 10 BAR; STYLE: SLIP-ON; GRADE: 1.4404; SPECIFICATION: EN 10216-5; PCD: 125 MM; BOLT HOLES: 4; BOLT HOLE SIZE: 18 MM; OUTSIDE DIAMETER: 165 MM; MARKING: FLANGES TO BE STAMPED WITH MATERIAL GRADE; STANDARD AND BATCH NUMBER AS MINIMUM; DELIVERY DOCUMENTS: INSPECTION CERTIFICATE TYPE 3.1 IN ACCORDANCE WITH EN10204	EA
0757901	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB15 M; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 2.77 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757945	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB25 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.38 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757910	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB32 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.56 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757916	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB50 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 3.91 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757950	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB65 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 5.16 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C	EA

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0757917	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB80 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 5.49 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757918	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB100 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 6.02 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757946	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB125 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 6.55 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 40; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757947	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB150 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: SEAMLESS API. 5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 10; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757974	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB200 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.5 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 10; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757973	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB250 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757976	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB300 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0748376	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 400 MM; MATERIAL: API 5L GRB; LENGTH: 3 M; WALL THICKNESS: 6.35 MM; CONSTRUCTION: SEAMLESS; SCHEDULE: SCH10; MATERIAL CERTIFICATE: 3.1 ENGLISH MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY DELIVERY.	EA
0757971	PIPE DN450, CARBON STEEL, NP10, SCHEDULE 10; EFW (SUB-ARC) API.5L GR.B	EA
0757970	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB500 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757965	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB600 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA

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0757966	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB700 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 12.7 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: 20; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0757922	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB1000 MM; MATERIAL: ST37-2; LENGTH: 6 M; WALL THICKNESS: 9.53 MM; CONSTRUCTION: EFW SUB-ARC API.5L; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 1 MPA; SCHEDULE: STD; MAXIMUM OPERATING TEMP: 70 DEG C; MATERIAL CERTIFICATE TO BE PROVIDED	EA
0763270	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 33.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 2.6 MM; CONSTRUCTION: EFWSS10/201; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA
0763268	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 139.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA
0763269	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 188.9 MM; MATERIAL: ST35; LENGTH: 6; WALL THICKNESS: 4.05 MM; CONSTRUCTION: HFS22; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA
0763302	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 139.7 MM; MATERIAL: ST35; LENGTH: 6 M; WALL THICKNESS: 4.85 MM; CONSTRUCTION: EF	EA
0763267	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 356 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 6 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: NP16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA
0763264	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 610 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 8 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: np16 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; 3.1 MATERIAL CERTIFICATE TO BE SUPPLIED	EA
0763265	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: 712 MM; MATERIAL: ST37-5; LENGTH: 6 M; WALL THICKNESS: 8 MM; CONSTRUCTION: EFWSS10/201; END TYPE: BW; MAXIMUM OPERATING PRESSURE: 4 BAR; RATING: NP10 BAR; MAXIMUM OPERATING TEMP: 50 DEG C; SPECIFICATION: BS3601; MATERIAL CERTIFICATE TO BE SUPPLIED	EA

1.1 Factory acceptance testing (FAT)

The *Supply Manager* will inform the *Supplier* on the purchase order if factory acceptance test is required before delivery. The factory acceptance test will be performed by the engineer from Eskom. The Supply Manager shall provide the information of engineer to witness factory acceptance test. The test procedure or plan must be shared with the *Supply Manager* for acceptance before the actual testing date.

1.2 Other tests and inspections and commissioning in place of use

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All goods are to be tested and quality checked by the *Supply Manager* engineers upon Delivery. The *Supplier* does not need to witness the test and quality checks.

1.3 Operating manuals and maintenance schedules

Where applicable; test certificates, material certificate, manuals, General Arrangement (GA) drawing/s, Approved Inspection Authority (AIA) stamp and signature provided as required. All documents must be obtained during or before delivery of goods.

Data capturing forms information must be supplied and must meet an acceptable level.

2 Supply Requirements

The following are *supplier's* requirements:

- a) The Piping and components will be supplied to the "goods received" section of the Lethabo main store where they will be received by the material management section. The Piping will be delivered with all of the required data books and certificates, where required.

Lethabo Stores Working Times: Monday – Thursdays: 07h00 – 16h00

Fridays: 07H00 – 12h00

- b) Only once the Piping have passed the Quality control checks and are booked into the system can payment be affected.
- c) The Delivery and Transport Costs (including off-loading items) must be included in the quotation.

The following packaging requirements should be adhered to:

- a) The Goods are to be packaged in such a manner that they can be transported and stored for an extended period of time without resulting in damage to the goods.
- b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
- c) Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.
- d) It will also not be necessary to open packaging for any lifting or transport operation.
- e) Where eyebolts are fitted to move the goods, these eyebolts should be fitted in such a way that they can be easily removed and replaced with the Purchaser's eyebolts, ensuring that the packaging stays intact.
- f) The different pump types are to be packaged separately in such a way that each type can be stored separately.
- g) Packaging and labelling of Piping should ensure that the Piping can be identified without opening the packaging.
- h) Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- i) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
 - Order number,
 - A short description of the component
 - Eskom stock number

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- Manufacturing date, where possible

3 Specification of the services to be provided.

Refer to Lethabo Power Station Scope of work for the supply of Piping

Constraints on how the *Supplier* Provides the Goods

3.1 Programming constraints

The *Supplier* to provide delivery plan (as per clause 31.2) of the *goods* after receiving the purchase order.

3.2 Work to be done by the Delivery Date

No incorrect, damaged or faulty Piping will be accepted. All Piping will be inspected before and after offloading. Where testing is required, the test will be done during delivery. All required manuals and test certificates must be available during delivery.

3.3 Constraints at the delivery place and place of use

The *Supplier* shall adhere to Eskom speed limit of 40 km/h while driving on site. The preferred delivery times are Monday to Thursday between 07:00-16:00 and Friday between 07:00-12:00. However, for urgent delivery, the *Supplier* will communicate with the *Supply Manager* to agree on the time and date of delivery. The *Supplier* shall adhere to Eskom Life Saving rules

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

The *Purchaser* will provide the overhead cranes and forklift during offloading of the goods. The *Purchaser* will also provide the operator for both machines.

3.5 Management meetings

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.

3.6 Documentation control

Contractual communication can be done through emails. For urgent request, both Parties can use telephone as form of communication, however it should be confirmed by email.

3.7 Health and safety risk management

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3.8 Environmental constraints and management

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

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3.9 Quality

Supplier must ensure that product is packaged and transported in such a way that it safe, well stacked and preserved.

To ensure conformance to Quality Management Systems Standards the following standards must be followed:

- ISO 9001:2015 Quality Management System requirements.
- ISO10005 – Quality Management System Guidelines for Quality Plans
- ISO10006 – Quality Management Systems Guidelines for Quality Management in Projects
- ISO10007 – Quality Management Systems Guidelines for Configuration Management
- ISO31000 – Risk Management Principles & Guideline

3.10 Invoicing and payment

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is 4740101508.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

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

3. Constraints on how the *Supplier* Provides the Goods

Constraints (see clause 11.2 (5))

- Failure to meet all the requirements of the above specifications, shall result in rejection by the *Purchaser*.
- On date of delivery, Quality Control inspection shall be conducted by the *Purchaser*

3.2 Incidents / Accidents

- Incidents and accidents must be reported to the *Purchaser* within 24 hours.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

- First aid must be made available by the *Supplier*. Alternatively use can be made of the Lethabo medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.

3.3 Fire Prevention

- Fire prevention and protection requirements, to which *Suppliers* must comply, are detailed in LBA 00030.

3.4 Protective Equipment and Clothing

- The *Supplier* supplies his own personal protective equipment necessary to carry out the *works* and the *Supplier* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Supplier* is also responsible to inspect and maintain such equipment as required in terms of the OHSACT and local procedures.

3.5 Inspection of Equipment

- The *Supplier's* equipment is inspected by an authorised Eskom employee on arrival at the site.

3.6 Environmental Policy and Waste Handling

National Environmental Management Act

In carrying out his obligation as the mandatory to the *Purchaser* for this contract in terms of the National Environmental Management Act No. 107 of 1998, the *Supplier* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment. The *Supplier* assumes complete responsibility for waste upon collection of the material and indemnifies the *Purchaser* against any liability in terms of Chapter 7 (particularly Section 28) of the Act.

Lethabo Environmental Procedure LBA 00040 must be adhered to.

3.7 Equipment or Material Access and Removal

- The *Supplier* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.
- If the equipment or material is to be removed the same day then the OV18 form will need to be produced at the gate when leaving the site.
- The *Supplier* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists.

4. Health and Safety requirements (clause 17.1)

The *Supplier* ensures that he complies to the Occupational Health and Safety Act (Act 85 of 1993-Section 37)

The South African National Roads Agency Limited and National Roads Act

The *Supplier* will adhere to the South African National Roads Agency Limited and National Roads Act No. 7 of 1998 at all times.

Safety Induction Course

- All the employees of the *Supplier* must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Supplier* to ensure that all employees have attended the safety induction.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

Transportation of passengers: open LDV's:

No *Eskom 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 *Eskom* and *Supplier* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and *Suppliers*.

- Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

5. Standards applicable (clause 21.1)

Category 2: Quality Assessment

6. Services and other things provided by the *Purchaser* (clause 31.2)

Off-loading equipment is available on request.

7. Packing, transport and offloading

The *Supplier* shall transport the Piping packed to ensure safe off-loading.

8. Test and inspections

The *Purchaser* reserves the right to carry out random checks in terms of any of the tests.

SUPPLY AND DELIVERY OF PIPING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD FOR STOCK REPLENISHMENT ON AN AS AND WHEN REQUIRED BASIS.

Other requirements related to procurement.

SUPPLIER DEVELOPMENT LOCALISATION & INDUSTRIALISATION

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