

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.



NEC3 Supply Contract (SC3)

Between

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

and

Reg. No. 2020/039756/07

for

**The Supply and Delivery of bearings at Camden
Power Station for a period of sixty months
(60 months) on "as and when required" basis.**

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CONTRACT No.

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.

PART C1: AGREEMENTS & CONTRACT DATA

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The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "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:

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "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	Rate Based
Value Added Tax @ 15% is	Rate Based
The offered total of the amount due inclusive of VAT is ¹	Rate Based
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.

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)	Mr. Justice Bore	_____
Capacity	General Manager – Camden Power Station	_____
for the Employer	Eskom, Camden Power Station, Ermelo, Mpumalanga	_____

Name & signature of witness	_____	Date	_____
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The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.

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	<ul style="list-style-type: none"> Materials Data sheets 	<ul style="list-style-type: none"> Supplier to submit materials data sheet on very delivery
3	<ul style="list-style-type: none"> Delivery plan 	<ul style="list-style-type: none"> Supplier to submit a delivery plan for every order they received within 24 hours upon receiving an order

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

Name &
signature
of witness

Date

Mr. Justice Bore

General Manager – Camden Power Station

Eskom - Camden Power Station, Ermelo,
Mpumalanga

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C1.2 SC3 Contract Data

Part one - Data provided by the Purchaser.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, plant and materials	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p>
Liability for loss of or damage to property (except the goods, 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	<p><u>Loss of or damage to property</u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
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

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Z 13.2 Replace core clause 87 with the following:

**Insurance by
the Purchaser** 87

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

INSURANCE TABLE B

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

Z14 Camden Liability

- Z14.1 The *Purchaser* is Camden Power Station, a Coal Fired Power Station, as designated by the National Fossil Fuel Fired Regulator of the Republic of South Africa, and is the holder of a FFR 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.

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Z15 Asbestos

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

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

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- 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.

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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 2010² as follows:

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

Group	Category	Term	Delivery Place
	Delivery cost included	DCI	Camden Power Station Piet Retief Road Off N2 Ermelo

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.

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

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The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Suppliers are to comply with the Specifications	
2. The requirements for transport are		
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Eskom
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Eskom and Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
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

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Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of goods originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

***Supplier's* liability for damage to the *Purchaser's* property**

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the goods to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- Warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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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	Rate based												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the goods and services is:	<table> <tr> <th colspan="2"><i>goods and services</i></th><th><i>delivery date</i></th></tr> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </table>	<i>goods and services</i>		<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
<i>goods and services</i>		<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

PART 2: PRICING DATA

NEC3 Supply Contract

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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tendered total of the Prices;

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Please see attached Bill of Quantity (B.O.Q).

C3 SC3 COVER PAGE

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."

C3.1: *PURCHASER'S* GOODS INFORMATION

Overview and purpose of the *goods* and *services*

This agreement is for the supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.

Specification and description of the *goods*

The supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis.

Other requirements of the *Supplier's* design

None

Use of *Supplier's* design

None

Manufacture & fabrication

Equipment must comply with Eskom standard

Factory acceptance testing (FAT)

The shortlisted tenderer will required to provide MDS prior to contract award

Other tests and inspections and commissioning in place of use

None

Operating manuals and maintenance schedules

Supply Requirements

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

Specification of the *services* to be provided

SANAS

Constraints on how the *Supplier* Provides the Goods

Work to be done by the Delivery Date

The supplier will deliver the items at the purchaser's premises. The material must have a delivery note and Invoice of all the items collected signed by both supplier and purchaser.

Delivery to be verified physically by the client representative and delivery note and the tests results must have been accepted by the client.

The following below list will be provided to the client representative,

Packing list and the contents

Copy of invoice for the goods

Delivery note

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."**Marking the goods**

The details on the delivery note and the test results will be taken as the marking on the goods by the supplier.

Constraints at the delivery place and place of use

Not applicable

Cooperating with Others

Not applicable

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

The supplier must deliver the PPE Work wear to Camden Power Station as and when required.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

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

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

Documentation control

All contractual documentation must have relevant contract number and purchase order number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly complied letters, letters attached to emails and NEC template.

Health and safety risk management

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

The supplier shall comply with Eskom's cardinal rules.

The Contractor should adhere to the Life Saving Rules at all times.

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team **will** be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."**The five Eskom Life Saving Rules are as follows:**

Rule 1: Open, isolated, tests, earth, and bond and/or insulate before touch

Rule 2: Hook up at height

Rule 3: Buckle Up

Rule 4: Be Sober

Rule 5: Ensure that you have a permit to work.

Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints stated in Eskom document 32-245-Eskom Waste Management Standard and in Annexure A of the Invitation to Tender document.

Quality

- All Quality management activities to be done in line with the latest copy of the Eskom Supplier Quality Management Specification, 240-105658000.

- All materials shall be new and of the best quality and shall conform to the requirements of the Eskom Updated Buyers Guide. With regards to the material supply chain, the approved materials manufacturer shall be approved before.

- Storage and Preservation of raw materials and consumables to be in line with product requirements;
- Handling of chemicals (paints); oil permits, to be made available on request;
- Effectiveness of Corrective Actions to be verified when closing non-conformances;
- Sub-contracted activities and material to be monitored to ensure compliance to specification requirements;
- Internal audits to be done in line with the procedure and be used to ensure management system effectiveness;

Invoicing and payment

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

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

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

Insurance provided by the *Purchaser*

The insurance provided by the Employer, is addressed under the contract data by the Employer under Annexure B "Insurance provided by the Employer".

Insurance policy available on:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."

Contract change management

For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation *event* core clause section 6 of the NEC3.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

The *Supplier* retains all records of assessments, invoices, payments and all other relevant applicable to this Contract.

Procurement

Subcontracting

Preferred subcontractors

All subcontracting should be in line with NEC 3 terms and conditions of the contract and subject to acceptance by the Purchaser.

Limitations on subcontracting

The Supplier shall not subcontract more 25% of the whole contract value, unless exempted by the Purchaser and this should only be on specialised work.

6.2 Other requirements related to procurement

6.2.1. BBBEE

Eskom hierarchy of procurement that supports BBBEE initiative will be adhered to at all times when purchased orders are issued.

The *Supplier* is expected to maintained or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the *Supplier* would be expected to rectify that within 6-months of being made aware of negative change.

The *Supplier* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the Contract by the *Employer*.

6.2.2. Supplier Development and localisation

TENDERER'S SD & L UNDERTAKING

The Supply and Delivery of Personal Protective Equipment (PPE) accessories for Camden Power Station for a period of thirty six months "as and when required"

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."

The tenderer is required to complete this undertaking and submit the completed form as a tender returnable to Eskom prior to contract award. Eskom reserves the right to negotiate with the tenderer the requirements below, and the outcome thereof will form part of the contract obligations.

Supplier Development & Localisation's mandate is to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to accommodate government local development initiatives and policies. This shall be achieved by positively influencing the following KPI's: Local Content, Skills Development, Supplier Development, Job Creation and Industrialization. As a State-Owned Enterprise, Eskom is increasingly utilised as a frontline implementation channel for the concept of a "Developmental State" as such the following strategy shall apply.

Note: "Eskom reserves the right to award to a supplier who may not be the highest scoring or highest ranked supplier, in line with Section (2) (1) (f) of the PPPFA."

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."

EVALUATION CRITERIA

1. Mandatory Requirements

Local Production and content

- Designated sectors requirements:

Material	Threshold

SBD 6.2 Declaration Form is therefore mandatory tender returnable and must be submitted together with Annexure C (Local Content Declaration – Summary Schedule). These documents must be completed, duly signed and submitted by the tenderer at the closing date and time.

The tenderers will be disqualified from further evaluation where they fail to achieve the stipulated minimum threshold for local production and content and where the Declaration Certificate for local content is not submitted with the tender.

If there is any importation of raw materials, the tenderers need to submit a copy of the Authorisation Letter from The Department of Trade and Industry (The DTi).

1. Prequalification requirements

Only companies that are EME or QSE level 1 to 2 are eligible to tender in accordance with paragraph 4(1)(a) and 4(2) of the PPPFA regulations 2017.

Tenderers to submit the following Returnables for B-BBEE Category Compulsory/Mandatory tender returnables:

- „An original or certified copy of sworn affidavit in the case of EMEi's must be submitted (affidavit must be completed fully; see below Guidelines on Validity of Valid Sworn Affidavits*), or
- An original or certified copy of B-BBEE Certificate issued by CIPC for EMEi's. or
- An original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency / sworn affidavit in the case of QSEi's must be submitted, or
- Joint Venture a Valid original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency specific for this tender will be accepted.

Additional documents that must be submitted:

- CIPC Documents
- Certified copy of Shareholders certificate for Pty Ltd entities

Failure on the part of the supplier to submit “**proof of B-BBEE status level of contributor**” for purposes of evaluation and scoring by the tender closing will result in disqualification.

2. Reporting and Monitoring

The contractor/s shall on a quarterly basis submit a report to Eskom with Supplier's Local Development Monthly / Quarterly Report on their compliance with the SD&L obligations described above.

Eskom shall submit the report within 30 (thirty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.

The Supply and Delivery of bearings at Camden Power Station for a period of sixty months (60 months) on "as and when required" basis."

Upon notification by Eskom that the tenderers have not met their SD&L obligations the tenderers shall be required to implement corrective measures to meet their SD&L obligations before the commencement of the following report, failing which retention clauses shall be invoked.

Every contract shall be accompanied by the SD&L implementation Schedule which must be completed by the suppliers and returned to SD&L representative for acceptance 28 days after contract award.

3. SD&L Penalty

Eskom will apply a penalty of 2.5% of the contract/task order value for failure to meet their SD&L obligations.

Declaration:

Based on the terms laid out
above, we

.....
... (Company Name)

ACCEPT

REJECT

Respondent's Full name and surname

Respondent's Signature and Date

List of drawings

Supplier do submit MDS in all items delivered including drawings

C3.2 SUPPLIER'S GOODS INFORMATION

This section could also be compiled as a separate file.

Key Performance Indicators

PERFORMANCE CRITERIA					
Penalties	-10%	-5%	0%	0%	0%
KPI	FLOOR	KICK	NORM	STRETCH	CELIENG