



NEC3 Supply Contract (SC3)

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

and [Insert at award stage]
(Reg No. _____)

for The Supply and delivery of Microbiology Laboratory
consumables and spares at Majuba Power Station
for 5 Years

Contents:	No of pages
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Enquiry No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply and delivery of Microbiology Laboratory consumables and spares at Majuba Power Station for 5 years.

The tenderer, identified in the Offer signature block, has.

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Purchaser**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)
**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

Name & signature of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		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):	Nontobeko Nxumalo
	Address	Majuba Power Station, Volksrust 2470
	Tel No.	017 799 3781
	Fax No.	-
	e-mail	
11.2(13)	The <i>goods</i> are	Supply and delivery of Microbiology Laboratory consumables and spares to Majuba power Station for 5 years
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

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

13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 week	
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.	[•]	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods</i>	<i>delivery date</i>
		1	[•]
		2	[•]
		3	[•]
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.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
4	Testing and defects		
42	The <i>defects date</i> is	[1] weeks after Delivery.	
43.2	The <i>defect correction period</i> is	[•] weeks	
	except that the <i>defect correction period</i> for	[•] is [•] weeks	
	and the <i>defect correction period</i> for	[•] is [•] weeks	
42.2	The <i>defects access period</i> is	[•] days	
	except that the <i>defect access period</i> for	[•] is [•]	
	and the <i>defect access period</i> for	[•] is [•]	
5	Payment		
50.1	The <i>assessment interval</i> is	between the [28] day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	As and when delivery has been made.	
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 and	
		(ii) the LIBOR rate applicable at the time for	

amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. [•] 2. [•] 3. [•]
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:	R[•] [This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or	R[•]

in connection with this contract, other than the excluded matters, is limited to

[This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]

88.5 The *end of liability date* is **[•] years after Delivery of the whole of the goods and services.**

9 Termination and dispute resolution

94.1 The *Adjudicator* 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 *Adjudicator nominating body* 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 *tribunal* is: arbitration

94.4(5) The *arbitration procedure* is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

94.4(5) The place where arbitration is to be held is **[•] South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- 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

X1.1 The *base date* for indices is **[•].**

The proportions used to calculate the Price Adjustment Factor are:

proportion
0.90

linked to index for
**Material-PPI
Table 1: PPI
for Final
Manufactured
Goods -
Clothing**

Index prepared by
PPI 142.1

		<div>0.10</div> non-adjustable
		1.00
X2	Changes in the law	
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date
Z	The additional conditions of contract are Z1 to Z15 always apply for Eskom	

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
 - undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

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

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

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

Z12 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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 <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

INSURANCE TABLE A

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

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

87

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

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

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

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

Z15 Asbestos

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

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

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

Standard means the *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

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

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

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

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

PART 2: PRICING DATA**NEC3 Supply Contract**

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

C2.1 Pricing assumptions

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

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

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

Once-off Supply									
Item	Description	UOM	QTY	Rate	Amount				
1	Safety Laboratory gas burner	EA	2						
2	Stirrer bars size (35mmx 8 mm), 40mm (Pack of 8)	EA	2						
3	10-100 ML Dispenser	EA	2						
4	1-5 ML Dispenser	EA	2						
5	Bar retriever	EA	2						
6	Digital triple display wall mount Thermohygrometer (Temp)	EA	2						
7	Fluke 51 II digital probe handheld thermometer	EA	2						
8	Mass Piece pack (1-1000g)	EA	1						
9	Spatula spoon with scoop end and Knife edge (200 mm)	EA	6						
10	5L Suction flask with glass tube	EA	2						
Multi-year supply					Year 1	Year 2	Year 3	Year 4	Year 5
1	Biosart 250 ml funnel cups sterile (in packs of 50 each)	no	2						
2	1-5 ml pipette tips (in packs of 1000 each)	no	1						
3	10 ml pipette tips (in packs of 100 each)	no	1						
4	Absolute 99.9% ethanol AR 2.5 L	ea	60						
5	Aseptor bags (81x51x102mm) Autoclavable (in packs of 1000 each)	no	1						
6	Autoclave tapes 25mmx50m	ea	50						
7	Sodium Thiosulphate 5H2O 500 g AR	ea	12						
8	Anaerogen 2.5 L (in packs of 10 each)	no	60						
9	Anaerobic indicator	ea	60						
10	0.45 um cellulose nitrate membrane filters sterile 47mm (in packs of 100 each)	no	12						

11	0.20 um cellulose nitrate membrane filters sterile 47 mm (in packs of 100 each)	no	10						
12	65 mm petri dishes sterile (in packs of 750 each)	no	8						
13	90 mm petri dishes sterile (in packs of 500 each)	no	6						
14	Disposable inoculation loops sterile polystyrene blue 10 ul (in packs of 1000 each)	no	5						
15	Inoculation loops Nichrome wire (in packs of 25 each)	no	1						
16	Aesculin agar Bile asculine agar 500g	ea	15						
17	Iron sulphide agar 500g	ea	20						
18	Plate count agar 500g	ea	40						
19	M endo agar 500 g	ea	20						
20	M FC agar 500 g	ea	20						
21	Slanetz and Barley medium 500g	ea	20						
22	Tryptone water 500g	ea	20						
23	Lactose broth 500 g	ea	20						
24	Brilliant green bile 500g	ea	20						
25	Rosolic acid 100 g	ea	20						
26	Kovacs Indole reagent 100 ml	ea	20						
27	Pasteur pipettes 3ml sterile (in packs of 500 each)	no	4						
28	Glass Test tubes (16x 150mm) BORO H WALL NO RIM (in packs of 100 each)	no	3						
28	Test tubes caps 15/16 mm RED (in packs of 100 each)	no	1						
30	Test tubes caps 15/16 mm GREY (in packs of 100 each)	no	1						
31	Test tubes caps 15/16 mm GREEN (in packs of 100 each)	no	1						
32	Gas cartridge refill Butane	ea	48						
33	TTC Solution for Slanetz and barley media	ea	2						

C3.1: PURCHASER'S GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

The supply and delivery of Microbiology Laboratory consumables and spares as and when required basis to Majuba Power Station for 3 years.

Purchase orders will be placed as and when required.

Only goods delivered according to the prescribed specifications will be accepted.

2 Specification and description of the *goods*

Supply and delivery of Microbiology Laboratory consumables and spares.

- All microbiological agars must be suitable for microbiology use (microbiological grade), accompanied by SDS, certificate of analysis, and shelf life of greater than 10-12 months from delivery date.
- All microbiological broths must be suitable for microbiology use (microbiological grade), accompanied by SDS, certificate of analysis, and shelf life of greater than 10-12 months from delivery date.
- All chemical reagents must be AR grade, shelf life greater than 10-12 months from delivery date. certificate of analysis.
- All consumables and spares should conform to the specifications as described below:

Material	Description	Specification
1. Safety Laboratory gas burner:	Used to Bunsen Burner is a common piece of lighter that produces a single open gas flame.	button (function knob) and (Safety Control System) with BHC (Burner Head Control) suitable for Liquefied petroleum gas.
2. Magnetic stirrer bar	Magnetic stir bars coated with magnets used to stir liquids. Used in Laboratory reagent/media preparations	Dimensions 35mmx 8 mmx 40mm Cylindrical shape, Anti-Corrosive, Chemical Resistant.
3. Digital Bottle top Dispenser 10-100 ML	liquid measuring device that attaches to the top of the bottles containing the liquid to be measured which allow for safe and reproducible liquid distribution without contamination in the lab environment. Fully autoclavable at 121°C	Fully autoclavable at 121°C, must be accompanied with recent calibration certificate.
4. Digital Bottle top dispenser 1-5 ML	liquid measuring device that attaches to the top of the bottles containing the liquid to be measured which allow for safe and reproducible liquid distribution without contamination environment. Fully autoclavable at 121°C	Fully autoclavable at 121°C, must be accompanied with recent calibration certificate.

5. Magnetic stirrer bar retriever.	Magnetic rod that contains a strong magnet to remove a stir bar from all glass and plastic containers, with a permanent magnet on one end and holding ring on the other one.	250mm, Anti-Corrosive, Chemical Resistant.
6. Digital triple display wall mount Thermohygrometer with Max/Min Temperature Display and Alarm Functions. With a temperature measuring range of -10 -50 °C and a humidity measuring range of 20 - 90% RH. Once off supply	To measure both room air temperature and humidity	with Max/Min Temperature Display and Alarm Functions. With a temperature measuring range of -10 -50 °C and a humidity measuring range of 20 -90% RH.
7. Fluke 51 thermometer	handheld digital probe Thermometer	Operating temperature -10 - 60°C, Checked against NIST), certified with valid calibration certificate
8. Mass Piece pack	Mass Piece pack (1-1000g): Mass piece pack containing each (1g,5g, 10g, 20g,50g,100g, 250g 500g,1000g). Calibrated according to SANAS.	Calibrated according to SANAS. Stainless steel Includes aluminium case and tweeze.
9. Spatula spoon: with scoop end and Knife edge (200 mm) stainless steel. Once off supply	utensils that help with mixing, transferring materials and samples from one place to another.	With scoop end and Knife edge (200 mm) stainless steel.
10. Biosart plastic funnel cups sterile: Biosart funnels to fit microbiological filtration manifolds, 250 ml volume.	Biosart funnels to fit microbiological filtration manifolds pack of 50	250 ml volume, sterile
11. Suction flask with glass tube	Glass flask mounted with stopper, vent tap and series of pipes.	Büchner type flasks for vacuum filtration, volume 5L
12. 1-5 ml pipette tips	pipette tips Diamond pack of 1000	1-5 ml pipette, sterile, Autoclavable
13. 10 ml pipette tips	pipette tips Diamond pack of 1000	10 ml pipette, sterile, Autoclavable
14. Absolute 99.9% ethanol	99.9% 2.5 L in plastic/ glass bottle	AR grade
15. Aseptor bags: Aseptor bag number 13, (275x 108x 381mm) Autoclavable	Aseptor bag number 13	(275x 108x 381mm) Autoclavable, Sterile

16. Autoclave tapes:	Suitable for microbiological use	Size 25mmx50m. The tapes must have adhesive and offer good resistance to heat and moisture. Autoclavable @ 121°C
17. Sodium Thiosulphate	99.5%, N2 S2 O3.5H2O, 500 g	Analytical Reagent (AR)
18. Anaerogen 2.5 L	Anaerogen paper sachets	Individually foiled packed. compactible for use with Thermo Scientific™ Oxoid 2.5L jar
19. Anaerobic indicator For laboratory use, consists of a cotton strip impregnated with a redox indicator solution enclosed in a laminated foil envelope.	a sachet containing a test strip saturated with resazurin solution	Suitable for microbiology use, consists of a cotton strip impregnated with a redox indicator solution enclosed in a laminated foil envelope
20. Filter paper	0.45 um cellulose nitrate membrane filters 47mm pack of 100	47mm, pore size 0.45µm, white, grid marked. sterile
21. Filter paper	0.20 um cellulose nitrate membrane filters sterile 47 mm pack of 100	47mm, pore size 0.20µm, white, grid marked. sterile
22. petri dishes	65 mm sterile, plastic pack of 750	Sterile
23. petri dishes	90mm sterile, plastic pack Of 500	sterile
24. inoculation loops	Disposable inoculation loops sterile pack of 1000	sterile polystyrene 10 ul
25. Inoculation loops	Nichrome wire pack of 25	10 ul ,Suitable fir microbiology use
26. Aesculin Bile agar	Both selective and differential Culture media ,500 g plastic bottle, powder	microbiological grade
27. Iron sulphide agar	Culture media used for the detection and enumeration of sulphide-reducing bacteria, 500 g plastic bottle, powder	microbiological grade
28. Plate count agar	Microbiological growth media commonly used determine viable bacterial growth. Yellowish- brown, 500 g plastic bottle, powder	suitable for microbiology use
29. M endo agar	Culture media for the enumeration of coliforms in water by the membrane filtration method, 500 g plastic bottle, powder	Microbiology grade
30. M FC agar	m-FC Agar is a selective membrane filtration medium used for the cultivation and enumeration of fecal coliforms, 500g	microbiological grade

	plastic bottle, powder	
31. Slanetz and Barley medium	Culture media used for the enumeration of enterococci from water samples. 500g plastic bottle, powder	microbiological grade
32. Tryptone water	A liquid medium for the detection of indole-forming microorganisms, 500g plastic bottle, powder	microbiological grade
33. Lactose broth 500 g, microbiological grade	Broth is used for the detection of coliform bacteria in water, 500g, plastic bottle, powder	Microbiology grade
34. Brilliant green bile broth 2%	For the detection or confirmation of coliform bacteria, 500g plastic bottle, powder	microbiological grade
35. Rosolic acid 100 g, microbiological grade	Selective agent, Powder, 100g glass bottle	Microbial use, Selective agent to be added to m-FC broth medium,
36. Kovacs Indole reagent	Biochemical reagent consisting of isoamyl alcohol, para-dimethylaminobenzaldehyde (DMAB), and concentrated hydrochloric acid. for detecting microbial Indole in the identification of indole-positive and indole-negative microorganisms. 100 ml, glass bottle	Suitable to use microbiology.
37. Pasteur pipettes	3 ML, plastic, tapered to a narrow opening point at the lower end and fitted with a plastic or rubber bulb at the upper end	Sterile
38. Test tubes	Glass, pack of 100	(16x 150mm) BORO H WALL NO RIM, autoclavable, Sterile
39. caps	RED Test tube caps to fit glass test tubes (16x 150mm) BORO H WALL, pack of 100	Autoclavable
40. Caps	GREEN Test tube caps to fit glass test tubes (16x 150mm) BORO H WALL, pack of 100	Autoclavable
41. Caps	GREY Test tube caps to fit glass test tubes (16x 150mm) BORO H WALL, pack of 100	Autoclavable
42. Gas cartridge refill	55-120g Butane	suitable for use on safety burner
43. TTC Solution 30 ml (for	For use with (Slanetz and	Microbial use, Sterile

Slanetz and barley media) sterile.	barley media) 30 ml glass bottle	
44. Ringers' solution	100 tablets per bottle, glass, or plastic bottle	Microbial use, Sterile

2.1 Purchaser's design

All Specifications will be issued to the supplier. The supplier will be required to assist where possible in terms of providing extra specifications if they are not mentioned in the scope of work to proof compliance of chemicals and reagents.

The supplier will deliver goods as per specification provided under specification and description of the goods table. Delivery is to be made to Majuba Power Station Stores.

The supplier is responsible for ensuring that they are supplying chemicals according to current chemical regulations and standards where applicable.

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

The supplier should deliver all the reagents and chemicals with the certificate of analysis and safety data sheet. Physical samples should be submitted before delivery if the specifications and descriptions are different from the description on the scope of work and such chemicals/ chemical reagents will be tested to prove that they can perform the same work as the chemicals/chemical reagent specified under specification and description of goods. The supplier is liable to supply the correct products as requested, incorrect product will be rejected.

2.3 Other requirements of the *Supplier's* design

The supplier will be required to provide data sheets for all manufactured products and provide the pressure testing certificate for the safety valves and material certificates where applicable. The certificates will then be the property of Eskom.

2.4 Use of *Supplier's* design

The Supplier will deliver as per purchaser's specifications.

2.5 Manufacture & fabrication

No manufacturing and fabrication required only the supply and deliver of material as per order.

2.6 Factory acceptance testing (FAT)

Supplier to provide material certificates and pressure testing certificates where applicable for all delivered material.

3 Supply Requirements

Microbiological consumables and spares are required on an as and when required basis.

All supplied consumables supplied should have an expiry date of not less than a year.

Requests for delivery will be made on a contract release order starting with a 45 number.

Delivery is expected within 2 to 4 weeks after receipt of Eskom official order.

4 Specification of the services to be provided.

- a) Supply and delivery of Microbiology Laboratory consumables and spares as and when required. The microbiology agar, broth, and should be microbiological grade/ suitable for microbiology use.

- b) All microbiological agars must be suitable for microbiology use (microbiological grade), accompanied by SDS, certificate of analysis, and shelf life of greater than 12 months from delivery date.
- c) All microbiological broths must be suitable for microbiology use (microbiological grade), accompanied by SDS, certificate of analysis, and shelf life of greater than 12 months from delivery date.
- d) All chemical reagents must be AR grade, shelf life greater than 12 months from delivery date. certificate of analysis, and shelf life of greater than 12 months from delivery date.
- e) No delivery will be accepted without an official contract release order.
- f) Supplier Delivery Note must indicate partial delivery if partial delivery is made.
- g) Each delivery Note to state the relevant release order number.
- h) Each delivery to be recorded on receiving register and each delivery note must have unique number.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Delivery times will be stated on the official purchase order. The delivery will be as per purchaser's requirement. Some of the request will be based on the demand of usage.

All deliveries will be done via Majuba Power Station Stores with the delivery note as proof of delivery.

5.2 Work to be done by the Delivery Date

- a) Supplier to quote the Eskom official purchase order in all delivery notes and invoices.
- b) Goods must be well packaged and safely transported. The integrity of the chemicals and chemical reagents should be maintained.
- c) Eskom to acknowledge receipt of goods by stamping and signing the delivery note of the supplier upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end- user.
- d) If the product is rejected, goods must be collected and the correct goods supplied within 3 days.
- e) Only goods as specified will be accepted. Any goods which do not meet the specifications will be rejected.

5.3 Marking the goods

Packaging and Marking must be as follows:

Chemicals containers marking should adhered to Globally Harmonized System (GHS) requirements.

5.3.1 Key Performance Indicator Table

KPA Description	Performance Measure/ Indicator	Target
Purchase Order delivery to site	Supplier to deliver as and when required	100%
Packaging and Preliminary Marking of goods before delivery	All consumables and spares must have a clear date of manufacture and expiry date. All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation. Items that are not adhering to packaging and markings will be rejected upon delivery and the marking should be as follows Name of the Supplier, Material Name, Purchase Order Number, Delivery date	100%
Customer Survey done by the supplier to be submitted to purchaser	To measure service level of the supplier by the purchaser	4 times per year from start of the contract

5.4 Constraints at the delivery place and place of use

Supplier must follow Eskom Life Saving Rules when delivering goods to Majuba Power Station

1. Open, Isolate, test , earth, bond and insulate before touching

No person may work on any electrical network unless:

He has been trained and authorized as competent for the task to be done.

2. Hook up at heights

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

4. Be Sober

No person is allowed to work under the influence of drugs and/or alcohol

5. Ensure you have permit to work.

When an authorization limitation exists, no person shall work without the required permit to work

Majuba Power Station Delivery Times are as follows.

The supplier must deliver goods between 08:30 to 16:00 on Mondays – Thursday and 08:30 to

11:30 on Fridays. No deliveries to be done on weekends unless prior arrangements done with

the supplier, purchaser, and Stores.

5.5 Cooperating with Others

N/A since it's a supply and delivery contract.

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

All items delivered must be offloaded by the supplier personnel.

5.7 Management meetings

General meetings to be held as and when required and maybe requested by either party Supplier or Purchaser

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

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

5.8 Documentation control

All goods being delivered to Majuba Main Stores must have the following: Unique delivery note number per delivery.

Delivery note – must have unique number, date of delivery, items that were delivered (material number, material short description, serial number and quantity delivered)

Delivery note must come in duplicates so that one copy is kept at Main Stores and other goes with the supplier for invoicing purposes and as a proof of delivery.

Both copies of delivery notes to be stamped with receiving stamp of Majuba Power Station and must have the signature of the receiver as well as the receiving personnel full names

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements (7 Annexure C 3 OHS Tender Evaluation Low Risk, Annexure A Supplier Risk Category 240-77433139 and 240-73418055 MANUFACTURE OR LOW RISK SERVICES) and all these documents will form part of the tender documents

5.10 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints [Environmental Management Requirements for Contractors and Suppliers ENV/GEN/SPEC/01]

5.11 Quality

Supplier must provide data sheets, delivery notes, Safety data sheets and certificate of analysis. The supplier must use suitable packaging method for the safety of each and every component.

Supplier Contract Quality Requirements Specification (QM 58) 240-105658000 must be followed.

Service Level Table

The following table depicts the level of performance required of the *Contractor*. Should the *Contractor* be unable to meet these requirements, Low Service Damages will be claimed from the *Contractor*.

The total Low Service Damages will be limited to 10% per month per order based on as and when required supply

Table 6: Service Level Table for Low Service Damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	On time delivery to Majuba Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of the total purchase order if an order is delivered one week later, 7.5% of the total purchase order if an order is delivered two to three weeks later and 10% of the total purchase order delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order
2	Packaging and Preliminary Marking of goods before delivery	All consumables and spares must have a date of manufacturing (DOM) and expiry date clearly displayed on each item. All Consumables that are non-conforming must be removed from Laboratory and be replaced within 31 days from the date it was officially reported to the supplier and the supplier to bear all the cost and risk of replacing the non-conforming items	Period between 32 days to 45 days penalties of 5% will be charged from the total cost of the item, period between 46 days to 59 days penalties of 7.5% from the total cost of the item, 60 days and above 10% of the total cost of the item failed will be charged as penalties
3	Safety and Quality documentation upon delivery.	All Microbiology reagents and other chemicals must have Safety data sheet and certificate of analysis, to be provided by the supplier for each chemical delivered.	6% of the total purchase

5.12 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

C3.2 SUPPLIER'S GOODS INFORMATION

See Paragraph 2 under heading Specification and description of the *good*