



NEC3 Supply Contract (SC3)

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

and
(Reg No.)

for **SUPPLY AND DELIVERY OF BEARING
SPARES AS AND WHEN REQUIRED BASIS**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

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 Bearings Spares 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	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station Manager: Majuba

**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:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

For the Purchaser

Power Station Manager: Majuba

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

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X7 Multiple Currencies
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	Khaya Gumedde / Bonginkosi Dlamini
	Address	Eskom Holdings SOC Ltd Majuba Power Station Volksrust/Amersfoort
	Tel	+27 17 799 3447

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

	Fax	[•]	
	e-mail	dlaminKA@eskom.co.za / dlaminb4@eskom.co.za	
11.2(13)	The <i>goods</i> are	Supply and delivery Bearing Spares as and when required basis	
11.2(13)	The <i>services</i> are	Supply and delivery to Majuba Power Station	
11.2(14)	The following matters will be included in the Risk Register	Delays on delivery	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two working days	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier 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.	01 Febuary 2024	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	As per task order
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	On request	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	N/A	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	N/A	
4	Testing and defects		
42	The <i>defects date</i> is	1 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	4 week	
	except that the <i>defect correction period</i> for	N/A	
	and the <i>defect correction period</i> for	N/A	
42.2	The <i>defects access period</i> is	2 days	
	except that the <i>defect access period</i> for	N/A	
	and the <i>defect access period</i> for	N/A	

5	Payment	
50.1	The <i>assessment interval</i> is	Assesment will be done after every delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	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	<ol style="list-style-type: none"> 1. Offloading of goods at delivery place. 2. Quality problems 3. Delivery delays 4. Industrial Actions 5. Rainfall 6. Community strikes
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)

88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last defects date is limited to:	<p>R[•] [This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]</p>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>R[•] [This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]</p>
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 <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	

- if the Parties cannot agree a choice or
 - 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 <i>base date</i> for indices is	[•].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.20	Labour
		0.15	Transport
		0.55	Materials
		0.10	non-adjustable
		1.00	
X2	Changes in the law		
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date	
X3	Multiple currencies		
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.

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

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply*

Manager within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does

not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

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

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

Supplier ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, 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 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	<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

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 <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.
- 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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	<p>Constraints (see clause 11.2 (5))</p> <ul style="list-style-type: none"> No compensation is payable if the <i>Supplier</i> arrives on site without prior arrangement with the <i>Purchaser</i>. All goods shall be delivered to the Main stores The <i>Purchaser</i> has the right to refuse acceptance of any consumables which in the opinion of <i>Purchaser</i>, does not meet the requirements specified and will have a detrimental effect on equipment/plant performance. The <i>Supplier</i> ensures that all items to be supplied are to the standard and quality accepted by the <i>Purchaser</i> and ensures that they are suitable for the purpose intended for by the manufacturer. Material (TEST) certificates as well as complete data packs will be submitted with all the Idlers delivered to site. The <i>Supplier</i> shall have no claim against the <i>Purchaser</i> in respect of delay due to the above constraints. 	
2. The requirements for transport are	<i>Supplier</i> is responsible for transporting the <i>goods</i> to the delivery place.	
3. The delivery place is	Majuba Power Station - Main Stores	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser/Supplier
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
	Material Certificates
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order
	The Bill of Entry endorsed by the importation authority
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

11.2(11)	The tendered total of the Prices is														
11.2(12)	The <i>price schedule</i> is in:														
11.2(14)	The following matters will be included in the Risk Register														
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are														
30.1	<table><tr><td>The <i>delivery date</i> of the <i>goods and services</i> is:</td><td><i>goods and services</i></td><td><i>delivery date</i></td></tr><tr><td></td><td>1 [•]</td><td> [•]</td></tr><tr><td></td><td>2 [•]</td><td> [•]</td></tr><tr><td></td><td>3 [•]</td><td> [•]</td></tr></table>			The <i>delivery date</i> of the <i>goods and services</i> is:	<i>goods and services</i>	<i>delivery date</i>		1 [•]	[•]		2 [•]	[•]		3 [•]	[•]
The <i>delivery date</i> of the <i>goods and services</i> is:	<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	<table><tr><td>The <i>percentage for overheads and profit</i> added to the Defined Cost is</td><td>%</td></tr></table>			The <i>percentage for overheads and profit</i> added to the Defined Cost is	%										
The <i>percentage for overheads and profit</i> added to the Defined Cost is	%														

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

1.1.1 For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

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

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

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14: Advanced payment to the *Supplier*

These Options require a bond or guarantee "in the form set out in the Goods Information".

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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

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

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

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

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

(the *Purchaser*) and

[Insert registered name and address of the *Supplier*]

(the *Supplier*), for

[Insert details of the *goods and services* from the Contract Data]

(the *goods and services*).

I/We the undersigned

on behalf of the *Supplier's*
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

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

Signed at _____ on this _____ day of _____ 20__

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Supplier] required in terms of contract [insert Supplier's contract reference number or title]

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Supplier" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Purchaser" means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none">the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, orthe date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"goods and services" means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- state the amount claimed ("the Demand Amount");

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

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

Pro forma Advanced Payment Bond (for use with Option X14)

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank ref no. [●]

Date: [●]

Dear Sirs,

Advanced Payment Bond for Contract No. [●]

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

Eskom Holdings SOC Ltd (the *Purchaser*) and

{Insert registered name and address of the *Supplier*} (the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data} (the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment bond.
4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non- performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.

6. Our total liability hereunder shall not exceed the sum of (R.....) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

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

PART 2: PRICING DATA
NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	1
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*

Item No.	Material Number	Material Description	Quantity	UMC	Price (Each)	Total Price
1	220322	BRG,THRST:AXK110145;ROLLER NEEDLE	20	EA		
2	30021	BRG,THRST:AXK150190;ROLLER NEEDLE	100	EA		
3	32294	BRG,THRST:AXK4060;ROLLER NEEDLE;ID 40 MM	10	EA		
4	631410	BEARING, THRUST:AXK 7095;ROLLER;ID 70 MM	1000	EA		
5	622545	BEARING:SPHERICAL ROLLER;ID 140 MM	100	EA		
6	30163	BRG,BAL:6208C3;CONRAD;OPEN;ID 40 MM	20	EA		
7	216989	BRG,BAL:6202 2RSRC3;DEEP GROOVE;SHIELD	400	EA		
8	30630	BRG,BAL:6206-2ZC3;CONRAD;DOUBLE SHIELD	10	EA		
9	241301	BRG,PLBLK:ID 75 MM;2;BOLT 20 MM;CI	30	EA		
10	30452	BRG,RLR:22218CKC3;SELF ALIGNING;ID 90 MM	30	EA		
11	32623	BRG,RLR:23026CCW33C3;SELF ALIGNING	10	EA		
12	243993	BRG,RLR:LSM240BR;ID 240 MM;OD 374.65 MM	10	EA		
13	209688	BRG,RLR:NEEDLE;ID 65 MM;OD 85 MM	20	EA		
14	182817	BRG,RLR:SL05036E;CYLINDRICAL;ID 100 MM	50	EA		
15	182816	BRG,RLR:SL06036E;CYLINDRICAL;ID 180 MM	50	EA		
16	30019	BRG,THRST:AXK90120;ROLLER NEEDLE;WD 4 MM	20	EA		
17	32622	BRG,THRST:ROLLER SPHERICAL;ID 130 MM	10	EA		
18	245310	BEARING,FLG BLK;BALL,ID 40 MM,SQ,4,CI	10	EA		
19	29832	BRG,BAL:6212;CONRAD;OPEN;ID 60 MM	250	EA		
20	245787	BRG,BAL:DEEP GROOVE;ID 100 MM;OD 150 MM	50	EA		
21	245788	BRG,BAL:DEEP GROOVE;ID 60 MM;OD 110 MM	100	EA		
22	221867	BRG,RLR:GE30EC 2RS;SELF ALIGNING	250	EA		
23	34715	BRG,PLBLK:SD3136TS;ID 195 MM;4;CI	20	EA		
24	31194	BRG,RLR:22224CCK/W33;SELF ALIGNING	10	EA		

SUPPLY AND DELIVERY OF BEARING SPARES AS AND WHEN REQUIRED

25	245786	BRG,BAL:6009 CN;DEEP GROOVE;ID 45 MM;FD	50	EA		
26	31905	BRG,BAL:6310ZZC3;DEEP GROOVE;ID 50 MM	20	EA		
27	631409	BRG,BAL:THRUST;SHIELD;ID 35 MM;OD 52 MM	100	EA		
28	630289	BRG,PLN:GE 100 ES;DAMPER;ID 100 MM	10	EA		
29	626900	BRG:FLANGED;ID 50 MM;OD 143 MM;WD 40 MM	650	EA		
30	242374	BRG,RLR:LSM240BX;ID 240 MM;OD 374.65 MM	10	EA		
31	218766	BRG,PLBLK:SNL222518/T518/ASNH518;2	100	EA		
32	218764	BRG,PLBLK:SNL222524/T524/ASNH524;2	50	EA		
33	218763	BRG,PLBLK:SNL222526/T526/ASNH526;2;CI	10	EA		
34	29978	BRG,RLR:23128CCKW33C3;ID 140 MM	350	EA		
35	622547	BRG:SPHERICAL;ID 110 MM;OD 200 MM	50	EA		
36	29843	BEARING,BAL;6016,DEEP GROOVE,OPEN	200	EA		
37	30021	BEARING,THRST;AXK150190,ROLLER NEEDLE	50	EA		
38	218760	BRG,PLBLK:SNL2313136/T3136/ETS36;4;CI	50	EA		
39	220286	BRG,THRST:81108TVPB;ROLLER;ID 40 MM	30	EA		
40	622548	BRG:SPHERICAL;ID 85 MM;OD 150 MM	50	EA		
41	29837	BRG,BAL:6206-2Z;ANGULAR CONTACT;ID 30 MM	50	EA		
42	245785	BRG,BAL:DEEP GROOVE;ID 40 MM;OD 68 MM	10	EA		
43	30113	BRG,BAL:QJ334;CYLINDRICAL;SHIELD	50	EA		
44	249338	BRG,PLBLK:ID 280 MM;4;BOLT M36;710 MM;CI	10	EA		
45	212303	BRG,PLBLK:SD3160	10	EA		
46	218768	BRG,PLBLK:SNL222520/T520/ASNH520;2;CI	20	EA		
47	219423	BRG,RLR:22344CCW33C3;ID 220 MM;OD 460 MM	50	EA		
48	219424	BRG,RLR:2238ECMAC3;CYLINDRICAL;ID 190 MM	100	EA		
49	32445	BRG,RLR:23064CCW33;SELF ALIGNING	50	EA		
50	212004	BRG,RLR:HM127446-HM127415;TAPER;WD 6 IN	50	EA		
51	219425	BRG,RLR:NJ238ECMA C3;CYLINDRICAL	30	EA		
52	30129	BRG,RLR:NU306 - C3;CYLINDRICAL;ID 30 MM	20	EA		

SUPPLY AND DELIVERY OF BEARING SPARES AS AND WHEN REQUIRED

53	222063	BRG,RLR:SKF23264CCK / C3 / W35;ID 320 MM	100	EA		
54	31716	BRG,THRST:81109;ROLLER;ID 45 MM	50	EA		
55	30018	BRG,THRST:AXK75100;ROLLER NEEDLE;WD 4 MM	20	EA		
56	34715	BEARING,PLW BLCK;SD3136TS,ID 195 MM,4	100	EA		
57	218767	BEARING,PLW BLCK;SN6222528/T528/ASNH528	100	EA		
58	218766	BEARING,PLW BLCK;SNL222518/T518/ASNH518	200	EA		
59	218762	BEARING,PLW BLCK;SNL222532/T532/ASNH532	50	EA		
60	218760	BEARING,PLW BLCK;SNL2313136/T3136/ETS36	100	EA		
61	219424	BEARING,ROLR;2238ECMAC3,CYLINDRICAL	30	EA		
62	222063	BEARING,ROLR;SKF23264CCK / C3 / W35	100	EA		
63	575462	BRG,RLR:CYLINDRICAL;ID 180 MM;OD 280 MM	10	EA		
64	575463	BRG,RLR:CYLINDRICAL;ID 180 MM;OD 280 MM	10	EA		
65	631410	BRG,THRST:AXK 7095;ROLLER;ID 70 MM	50	EA		
66	640381	BRG,THRST:AXK 80105;ROLLER;ID 80 MM	1000	EA		
67	622545	BRG:SPHERICAL ROLLER;ID 140 MM;OD 250 MM	10	EA		
68	198258	BRG,BAL:16201277505;GROOVED;OPEN	100	EA		
69	209646	BRG,BAL:GROOVED;DOUBLE SEAL;ID 65 MM	10	EA		
70	212814	BRG,RLR:22228 RHKW33C3C3;SELF ALIGNING	10	EA		
71	218765	BRG,PLBLK:SNL222522/T520/ASNH522;2	100	EA		
72	218546	BRG,BAL:6203 2RSRC3;DEEP GROOVE	100	EA		
73	218767	BRG,PLBLK:SN6222528/T528/ASNH528;2	30	EA		
74	218762	BRG,PLBLK:SNL222532/T532/ASNH532;2	100	EA		
75	640381	BEARING, THRUST:AXK 80105;ROLLER	30	EA		

Total Price

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work 1

C3.1: *Purchaser's* Goods Information 2

1	Overview and purpose of the <i>goods</i> and <i>services</i>	3
2	Specification and description of the <i>goods</i>	3
2.1	Factory acceptance testing (FAT)	9
3	Supply Requirements	9
4	Specification of the <i>services</i> to be provided	10
5	Constraints on how the <i>Supplier</i> Provides the Goods	10
5.1	Programming constraints.....	10
5.2	Work to be done by the Delivery Date	10
5.3	Marking the <i>goods</i>	10
5.4	Constraints at the delivery place and place of use	11
5.5	Cooperating with Others	11
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	11
5.7	Management meetings	11
5.8	Documentation control.....	12
5.9	Health and safety risk management	12
5.10	Environmental constraints and management	12
5.11	Quality	12
5.12	Invoicing and payment.....	13

C3.2 *Supplier's* Goods Information 13

1 Overview and purpose of the goods and services

The supply and delivery of Bearing Spares on an as and when required basis to Majuba Power Station
Purchase orders will be placed as and when required to replenish stock levels at Majuba Power Station
Only goods delivered according to the specifications on the item below will be accepted.

2 Specification and description of the goods

Supply and delivery of Bearing Spares with unique material numbers and material specifications as detailed in the table below

Supplier responsible for ensuring that he/she is performing against the correct drawing revision number (if applicable).

Item No.	Stock No.	Material Description Short	Purchase Order Text
1	220322	BRG,THRST:AXK110145;ROLLER NEEDLE	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 145 MM; WIDTH: 6 MM; ROW SINGLE; PART NO: AXK110145,
2	30021	BRG,THRST:AXK150190;ROLLER NEEDLE	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 150 MM; OUTSIDE DIAMETER: 190 MM; WIDTH: 5 MM; CAGE ASSEMBLY WITH WASHERS; ROW SINGLE; PART NO: AXK150190,
3	32294	BRG,THRST:AXK4060;ROLLER NEEDLE;ID 40 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 40 MM; OUTSIDE DIAMETER: 60 MM; WIDTH: 3 MM; COMPLETE WITH 2 WASHERS AS4060 EACH 1MM THICK, ROW SINGLE; PART NO: AXK4060,
4	631410	BEARING, THRUST:AXK 7095;ROLLER;ID 70 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER; INSIDE DIAMETER: 70 MM; OUTSIDE DIAMETER: 95 MM; WIDTH: 4 MM; BALL LOADING GATE; BOTTOM FEEDER GATE; PF SLIDE GATE; THRUST BEARING WITH TWO THRUST WASHERS AS A COMPLETE SET; WASHER ID 70 X OD 95 X THK 5.25; PART NO: AXK 7095;
5	622545	BEARING:SPHERICAL ROLLER;ID 140 MM	BEARING: TYPE: SPHERICAL ROLLER; INSIDE DIAMETER: 140 MM; OUTSIDE DIAMETER: 250 MM; WIDTH: 68 MM; PART NO: 22228KEJW33C3;
6	30163	BRG,BAL:6208C3;CONRAD;OPEN;ID 40 MM	BEARING, BALL: TYPE: CONRAD; STYLE: OPEN; INSIDE DIAMETER: 40 MM; OUTSIDE DIAMETER: 80 MM; WIDTH: 18 MM; ROW: SINGLE; PACKED IN SIGLES AND CORROSION PROTECTED* CAMDEN: SKF BRAND ONLY; PART NO: 6208C3,
7	216989	BRG,BAL:6202 2RSRC3;DEEP GROOVE;SHIELD	BEARING, BALL: TYPE: DEEP GROOVE; STYLE: SHIELD; INSIDE DIAMETER: 16 MM; OUTSIDE DIAMETER: 35 MM; WIDTH: 11 MM; ROW: SINGLE; FAG BRAND; DUTY: EXTRA LIGHT; PART NO: 6202 2RSRC3,

8	30630	BRG,BAL:6206-2ZC3;CONRAD;DOUBLE SHIELD	BEARING, BALL: TYPE: CONRAD; STYLE: DOUBLE SHIELD; INSIDE DIAMETER: 30 MM; OUTSIDE DIAMETER: 62 MM; WIDTH: 16 MM; ROW: SINGLE; DUTY: EXTRA LIGHT; PART NO: 6206-2ZC3,
9	241301	BRG,PLBLK:ID 75 MM;2;BOLT 20 MM;CI	BEARING, PILLOW BLOCK: INSIDE DIAMETER: 75 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 20 MM; SHAFT HEIGHT: 95 MM; ROLLING ELEMENT: SPHERICAL; HOUSING MATERIAL: CI; SIZE 90MM WD X 320MM LG X 183MM HT, 244 KN DUTY, PLUMMER, COMPLETE WITH TWO SPECIAL DESIGN TACONITE SEALS, ADAPTER SLEEVE, LOCATING RINGS, END COVERS; PART NO: SKF SNL222517/T517/T517,
10	30452	BRG,RLR:22218CK C3;SELF ALIGNING;ID 90 MM	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 90 MM; OUTSIDE DIAMETER: 160 MM; WIDTH: 40 MM; ROW: DOUBLE; BORE SHAPE: TAPER; PART NO: 22218CKC3,
11	32623	BRG,RLR:23026CC W33C3;SELF ALIGNING	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 130 MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 52 MM; ROW: DOUBLE; PART NO: 23026CCW33C3,
12	243993	BRG,RLR:LSM240BR;ID 240 MM;OD 374.65 MM	BEARING, ROLLER: INSIDE DIAMETER: 240 MM; OUTSIDE DIAMETER: 374.65 MM; WIDTH: 122 MM; CAGE MATERIAL: BRZ; STYLE: SPLIT; RATING 744 KN, LOCATED, FOR USE ON SSC; REFERENCE NO: 11048583; PART NO: LSM240BR,
13	209688	BRG,RLR:NEEDLE;ID 65 MM;OD 85 MM	BEARING, ROLLER: TYPE: NEEDLE; INSIDE DIAMETER: 65 MM; OUTSIDE DIAMETER: 85 MM; WIDTH: 28 MM; ROW: SINGLE; FOR ID FAN; PART NO: NKS65, SUPPLIER: UNKNOWN; PART NO: 00040050000,
14	182817	BRG,RLR:SL05036E;CYLINDRICAL;ID 100 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 100 MM; OUTSIDE DIAMETER: 210 MM; WIDTH: 100 MM; ROW: DOUBLE; INA; PART NO: SL05036E,
15	182816	BRG,RLR:SL06036E;CYLINDRICAL;ID 180 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 180 MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 100 MM; ROW: DOUBLE; INA; PART NO: SL06036E,
16	30019	BRG,THRST:AXK90 120;ROLLER NEEDLE;WD 4 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 90 MM; OUTSIDE DIAMETER: 120 MM; WIDTH: 4 MM; WITH WASHERS; ROW SINGLE; PART NO: AXK90120,
17	32622	BRG,THRST:ROLLER SPHERICAL;ID 130 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER SPHERICAL; INSIDE DIAMETER: 130 MM; OUTSIDE DIAMETER: 225 MM; WIDTH: 58 MM; ROW SINGLE; SELF ALIGNING; PART NO: 29326E,
18	245310	BEARING,FLG BLK;BALL,ID 40 MM,SQ,4,CI	BEARING, BALL: INSIDE DIAMETER: 40 MM; CAGE MATERIAL: CI; SHAPE: SQ; BOLT MOUNTING: 4; BOLT DIAMETER: M16; ROLLING ELEMENT: BALL; PART NO: UC208,
19	29832	BRG,BAL:6212;CONRAD;OPEN;ID 60 MM	BEARING, BALL: TYPE: CONRAD; STYLE: OPEN; INSIDE DIAMETER: 60 MM; OUTSIDE DIAMETER: 110 MM; WIDTH: 22 MM; ROW: SINGLE; PART NO: 6212,

SUPPLY AND DELIVERY OF BEARING SPARES AS AND WHEN REQUIRED

20	245787	BRG,BAL:DEEP GROOVE;ID 100 MM;OD 150 MM	BEARING, BALL: TYPE: DEEP GROOVE; INSIDE DIAMETER: 100 MM; OUTSIDE DIAMETER: 150 MM; WIDTH: 16 MM; ROW: SINGLE; FD FAN BLADE BEARING CARTRIDGE INNER LOCATING BEARING, INDIVIDUALLY PACKAGED AND LABELLED SHO WING ESKOM STOCK NUMBER AND SUPPLIER PART NUMBER, ONLY BRANDS WILL BE ACCEPTED; BORE SHAPE: CYLINDRICAL; CAGED NO SEALS; , MANUFACTURER: FAG, MANUFACTURER: SKF, MANUFACTURER: NTN, MANUFACTURER: NSK; PART NO: 16020 CN,
21	245788	BRG,BAL:DEEP GROOVE;ID 60 MM;OD 110 MM	BEARING, BALL: TYPE: DEEP GROOVE; INSIDE DIAMETER: 60 MM; OUTSIDE DIAMETER: 110 MM; WIDTH: 22 MM; ROW: SINGLE; CAGED NO SEALS; FD FAN BLADE BEARING CARTRIDGE OUTER LOCATING BEARINGS, INDIVIDUALLY PACKAGED AND LABELLED WIT H ESKOM STOCK NUMBER AND SUPPLIER PART NUMBER, ONLY FAG, SKF, NTN, NSK BRANDS WILL BE ACCEPTED; BORE SHAPE: CYLINDRICAL; PART NO: 6212 CN, MANUFACTURER: FAG; PART NO: 6212 CN, MANUFACTURER: SKF; PART NO: 6212 CN, MANUFACTURER: NTN; PART NO: 6212 CN, MANUFACTURER: NSK;
22	221867	BRG,RLR:GE30EC 2RS;SELF ALIGNING	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 30 MM; OUTSIDE DIAMETER: 40 MM; WIDTH: 22 MM; ROW: SINGLE; ID FAN BLADE PITCH ACTUATING LEVER ASSY, PRESERVED AGAINST CORROSION AND PACKED SINGLE; PART NO: GE30EC 2RS,
23	34715	BRG,PLBLK:SD3136 TS;ID 195 MM;4;CI	BEARING, PILLOW BLOCK: INSIDE DIAMETER: 195 MM; BOLT MOUNTING: 4; BOLT DIAMETER: 28 MM; BLOCK SIZE: WD 200 X LG 525 X HT 350 MM; SHAFT HEIGHT: 180 MM; HOUSING MATERIAL: CI; DUTY: MEDIUM; REFERENCE NO: SD3136TS;
24	31194	BRG,RLR:22224CC K/W33;SELF ALIGNING	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 120 MM; OUTSIDE DIAMETER: 215 MM; WIDTH: 58 MM; ROW: DOUBLE; PART NO: 22224CC/K/W33,
25	245786	BRG,BAL:6009 CN;DEEP GROOVE;ID 45 MM;FD	BEARING, BALL: TYPE: DEEP GROOVE; INSIDE DIAMETER: 45 MM; OUTSIDE DIAMETER: 75 MM; WIDTH: 16 MM; ROW: SINGLE; FD FAN BLADE PITCH CONTROL ROTATING UNION BEARING, INDIVIDUALLY PACKAGED AND LABELLED SHOWING ESKOM STOCK NUMBER AND SUPPLIER PART NUMBER, ONLY FAG, SKF, NTN, NSK BRANDS WILL BE ACCEPTED; ROLLING ELEMENT: BALL; BORE SHAPE: CYLINDRICAL; CAGED NO SEALS; PART NO: 6009 CN,
26	31905	BRG,BAL:6310ZZC3 ;DEEP GROOVE;ID 50 MM	BEARING, BALL: TYPE: DEEP GROOVE; STYLE: DOUBLE SHIELD; INSIDE DIAMETER: 50 MM; OUTSIDE DIAMETER: 110 MM; WIDTH: 27 MM; ROW: SINGLE; DUTY: MEDIUM; PART NO: 6310ZZC3,
27	631409	BRG,BAL:THRUST; SHIELD;ID 35 MM;OD 52 MM	BEARING, BALL: TYPE: THRUST; STYLE: SHIELD; INSIDE DIAMETER: 35 MM; OUTSIDE DIAMETER: 52 MM; WIDTH: 12 MM; ROW: SINGLE; DAMPER;
28	630289	BRG,PLN:GE 100 ES;DAMPER;ID 100 MM	BEARING, PLAIN: INSIDE DIAMETER: 100 MM; OUTSIDE DIMENSION: 150 MM; TYPE: DAMPER; WIDTH: 55 MM; SHAPE: SPHERICAL RADIAL; PART NO: GE 100 ES;

SUPPLY AND DELIVERY OF BEARING SPARES AS AND WHEN REQUIRED

29	626900	BRG;FLANGED;ID 50 MM;OD 143 MM;WD 40 MM	BEARING: TYPE: FLANGED; INSIDE DIAMETER: 50 MM; OUTSIDE DIAMETER: 143 MM; WIDTH: 40 MM; PA; BYPASS; MIXBOX; HOT AND COLD DAMPER BEARING; MILL DAMPER BEARING FY 50 TF/VA 201;
30	242374	BRG,RLR:LSM240BX;ID 240 MM;OD 374.65 MM	BEARING, ROLLER: INSIDE DIAMETER: 240 MM; OUTSIDE DIAMETER: 374.65 MM; WIDTH: 122 MM; STYLE: SPLIT; CAGE MATERIAL: BRZ; RATING 744 KN, FOR USE O N SSC; REFERENCE NO: 11048583; PART NO: LSM240BX,
31	218766	BRG,PLBLK:SNL222518/T518/ASNH518; 2	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 158 X LG 345 X HT 194 MM; SHAFT HEIGHT: 100 MM; BOLT MOUNTING: 2; BOLT DIAMETER: M22; INSIDE DIAMETER: 80 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, BEARING, ADAPTOR SLEEVE AND LOCATING RINGS; PART NO: SNL222518/T518/ASNH518,
32	218764	BRG,PLBLK:SNL222524/T524/ASNH524; 2	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 199 X LG 410 X HT 271 MM; SHAFT HEIGHT: 140 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 26 MM; INSIDE DIAMETER: 110 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, BEARING, ADAPTOR SLEEVE AND LOCATING RINGS; DUTY: HEAVY; PART NO: SNL222524/T524/ASNH524,
33	218763	BRG,PLBLK:SNL222526/T526/ASNH526; 2;CI	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 208 X LG 445 X HT 290 MM; SHAFT HEIGHT: 150 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 28 MM; INSIDE DIAMETER: 115 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; DUTY: HEAVY; PART NO: SNL222526/T526/ASNH526,
34	29978	BRG,RLR:23128CC KW33C3;ID 140 MM	BEARING, ROLLER: TYPE: SELF ALIGNING; SPHERICAL; INSIDE DIAMETER: 140 MM; OUTSIDE DIAMETER: 225 MM; WIDTH: 68 MM; ROW: DOUBLE; BORE SHAPE: TAPER; DIMENSIONS, TO FIT WITHDRAWAL SLEEVE AHX 3128; PART NO: 23128CCKW33C3,
35	622547	BRG:SPHERICAL;ID 110 MM;OD 200 MM	BEARING: TYPE: SPHERICAL; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 53 MM; PART NO: 22222KEJW33C3;
36	29843	BEARING,BAL;6016, DEEP GROOVE,OPEN	BEARING: TYPE: SPHERICAL; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 53 MM; PART NO: 22222KEJW33C3;
37	218760	BRG,PLBLK:SNL2313136/T3136/ETS36; 4;CI	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 250 X LG 530 X HT 355 MM; SHAFT HEIGHT: 180 MM; BOLT MOUNTING: 4; BOLT DIAMETER: M28; INSIDE DIAMETER: 160 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; DUTY: HEAVY; PART NO: SNL2313136/T3136/ETS36,
38	220286	BRG,THRST:81108T VPB;ROLLER;ID 40 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER; INSIDE DIAMETER: 40 MM; OUTSIDE DIAMETER: 60 MM; WIDTH: 13 MM; SINGLE ROW; WITH INNER AND OUTER RACEWAYS; CYLINDRICAL; PART NO: 81108TVPB,

39	622548	BRG:SPHERICAL;ID 85 MM;OD 150 MM	BEARING: TYPE: SPHERICAL; INSIDE DIAMETER: 85 MM; OUTSIDE DIAMETER: 150 MM; WIDTH: 36 MM; PART NO: 22217KEJW33C3;
40	29837	BRG,BAL:6206-2Z;ANGULAR CONTACT;ID 30 MM	BEARING, BALL: TYPE: DEEP GROOVE; STYLE: DOUBLE SHIELD; INSIDE DIAMETER: 30 MM; OUTSIDE DIAMETER: 62 MM; WIDTH: 16 MM; ROW: SINGLE; PART NO: 6206-2Z,
41	245785	BRG,BAL:DEEP GROOVE;ID 40 MM;OD 68 MM	BEARING, BALL: TYPE: DEEP GROOVE; INSIDE DIAMETER: 40 MM; OUTSIDE DIAMETER: 68 MM; WIDTH: 15 MM; ROW: SINGLE; FD FAN BLADE PITCH CONTROL ROTATING UNION BEARING, INDIVIDUALLY PACKED AND LABELLED SHOWING ESK OM STOCK NUMBER AND SUPPLIER PART NUMBER ROLLING ELEMENT: BALL; BORE SHAPE: CYLINDRICAL; CAGED NO SEALS; , MANUFACTURER: FAG, MANUFACTURER: SKF, MANUFACTURER: NTN, MANUFACTURER: NSK; PART NO: 6008 CN,
42	30113	BRG,BAL:QJ334;CY LINDRICAL;SHIELD	BEARING, BALL: TYPE: CYLINDRICAL; STYLE: SHIELD; INSIDE DIAMETER: 170 MM; OUTSIDE DIAMETER: 360 MM; WIDTH: 72 MM; ROW: SINGLE; FOUR POINT CONTACT BEARING, ITEM 91 ON LOESCHE DRAWING 0-8314-01-0100E, ITEMS TO BE WRAPPED IN PLASTIC AND CRATED, CRATES TO BE CLEARLY MARKED TO IDENTIFY CONTENTS; PART NO: QJ334,
43	249338	BRG,PLBLK:ID 280 MM;4;BOLT M36;710 MM;CI	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: 710 MM; SHAFT HEIGHT: 300 MM; BOLT MOUNTING: 4; BOLT DIAMETER: M36; INSIDE DIAMETER: 280 MM; HOUSING MATERIAL: CI; WITH TWO SPECIAL TACONITE SEALS; BEARING; HYDRAULIC ADAPTER SLEEVE PART NUMBER: OH3160H; END COVER AND LOCATING RINGS; PART NO: SNL2313160 T3160/T3160,
44	212303	BRG,PLBLK:SD3160	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 178 X LG 380 X HT 218 MM; SHAFT HEIGHT: 112 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 26 MM; INSIDE DIAMETER: 90 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; PART NO: SNL222520/T520/ASNH520,
45	218768	BRG,PLBLK:SNL222 520/T520/ASNH520; 2;CI	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 178 X LG 380 X HT 218 MM; SHAFT HEIGHT: 112 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 26 MM; INSIDE DIAMETER: 90 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; PART NO: SNL222520/T520/ASNH520,
46	219423	BRG,RLR:22344CC W33C3;ID 220 MM;OD 460 MM	BEARING, ROLLER: TYPE: SELF ALIGNING; SPHERICAL; INSIDE DIAMETER: 220 MM; OUTSIDE DIAMETER: 460 MM; WIDTH: 145 MM; ROW: DOUBLE; PART NO: 22344CCW33C3,
47	219424	BRG,RLR:2238ECM AC3;CYLINDRICAL;I D 190 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 190 MM; OUTSIDE DIAMETER: 340 MM; WIDTH: 92 MM; ROW: SINGLE; PART NO: 2238ECMAC3,

48	32445	BRG,RLR:23064CC W33;SELF ALIGNING	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 320 MM; OUTSIDE DIAMETER: 480 MM; WIDTH: 121 MM; ROW: DOUBLE; REFERENCE NO: 23C64CCW33; PART NO: 23064CCW33,
49	212004	BRG,RLR:HM12744 6- HM127415;TAPER; WD 6 IN	BEARING, ROLLER: TYPE: TAPER; INSIDE DIAMETER: 5.187 IN; OUTSIDE DIAMETER: 8-3/16 IN; WIDTH: 6 IN; ROW: SINGLE; FOR COAL TIPPLER DUMPER NDE; PART NO: HM127446- HM127415,
50	219425	BRG,RLR:NJ238EC MA C3;CYLINDRICAL	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 190 MM; OUTSIDE DIAMETER: 340 MM; WIDTH: 55 MM; ROW: SINGLE; PART NO: NJ238ECMA C3,
51	30129	BRG,RLR:NU306 - C3;CYLINDRICAL;ID 30 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 30 MM; OUTSIDE DIAMETER: 72 MM; WIDTH: 19 MM; ROW: SINGLE; PART NO: NU306 - C3,
52	222063	BRG,RLR:SKF23264 CCK / C3 / W35;ID 320 MM	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 320 MM; OUTSIDE DIAMETER: 580 MM; WIDTH: 208 MM; ROW: DOUBLE; PART NO: SKF23264CCK / C3 / W35,
53	31716	BRG,THRST:81109; ROLLER;ID 45 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER; INSIDE DIAMETER: 45 MM; OUTSIDE DIAMETER: 65 MM; WIDTH: 12 MM; AXIAL ZYL, FOR GATE VALVE, DN80 PN170, ON TURBINE AUXILIARY VALVES, COMPLETE WITH WASHERS; ROW SINGLE; REFERENCE NO: 20418; PART NO: 81109,
54	30018	BRG,THRST:AXK75 100;ROLLER NEEDLE;WD 4 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 70 MM; OUTSIDE DIAMETER: 100 MM; WIDTH: 4 MM; AS75100 WASHERS INCLUDED, FAG; ROW SINGLE; PART NO: AXK75100,
55	218767	BEARING,PLW BLCK;SN6222528/T 528/ASNH528	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 223 X LG 500 X HT 302 MM; SHAFT HEIGHT: 150 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 35 MM; INSIDE DIAMETER: 125 MM; HOUSING MATERIAL: CI; COMES WITH SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; DUTY: HEAVY; PART NO: SN6222528/T528/ASNH528,
56	218762	BEARING,PLW BLCK;SNL222532/T 532/ASNH532	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 254 X LG 550 X HT 344 MM; SHAFT HEIGHT: 170 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 35 MM; INSIDE DIAMETER: 140 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; DUTY: HEAVY; PART NO: SNL222532/T532/ASNH532,
57	575462	BRG,RLR:CYLINDRI CAL;ID 180 MM;OD 280 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 180 MM; OUTSIDE DIAMETER: 280 MM; WIDTH: 100 MM; ROW: DOUBLE; HIGH CARBON BEARING QUALITY STEEL; NON-LOCATING BEARING; SEALED WITH LAMELLAR RINGS; IBI SL06 036 EC3;
58	575463	BRG,RLR:CYLINDRI CAL;ID 180 MM;OD 280 MM	BEARING, ROLLER: TYPE: CYLINDRICAL; INSIDE DIAMETER: 180 MM; OUTSIDE DIAMETER: 280 MM; WIDTH: 100 MM; ROW: DOUBLE; SPECIFICATION: SL05 036EC3; SEALEAD WITH LAMELLAR RINGS; IBI SL05 036 EC3;

59	640381	BRG,THRST:AXK 80105;ROLLER;ID 80 MM	BEARING, THRUST: ROLLING ELEMENT: ROLLER; INSIDE DIAMETER: 80 MM; OUTSIDE DIAMETER: 105 MM; WIDTH: 4 MM; ROLLER THRUST BEARING WITH TWO THRUST WASHERS; BALL LOADING GATE; PF SLIDE GATE; FEEDER BOTTOM GATE THRUST BEARING WITH TWO THRUST WASHERS AS COMPLETE SET; THRUST WASHERS AS 80105-ID 80 X OD 105 X THK 5.75MM; PART NO: AXK 80105;
60	198258	BRG,BAL:16201277 505;GROOVED;OPEN	BEARING, BALL: TYPE: GROOVED; STYLE: OPEN; OUTSIDE DIAMETER: 140 MM; WIDTH: 57.5 MM; ROW: SINGLE; 65MM / 69MM ID; BLADE SHAFT PARCEL, STANDARD TOP AND BOTTOM RACE TO BE SUPPLIED, CONFIGURATION IS NON STANDARD, 11 LOOSE BALLS AT 27.5MM DIA WITH NO BEARING CAGE, TOLERANCE SELECTION IS 5 MICRON, FAG BRAND; CATALOGUE NO: FAG 51413 FP; PART NO: 16201277505,
61	209646	BRG,BAL:GROOVE D;DOUBLE SEAL;ID 65 MM	BEARING, BALL: TYPE: GROOVED; STYLE: DOUBLE SEAL; INSIDE DIAMETER: 65 MM; OUTSIDE DIAMETER: 100 MM; WIDTH: 18 MM; ROW: SINGLE; FAG BRAN; DUTY: EXTRA LIGHT; PART NO: 6013-2RSR, SUPPLIER: UNKNOWN; PART NO: 00040100019,
62	212814	BRG,RLR:22228 RHKW33C3C3;SELF ALIGNING	BEARING, ROLLER: TYPE: SELF ALIGNING; INSIDE DIAMETER: 125 MM; OUTSIDE DIAMETER: 250 MM; WIDTH: 68 MM; ROW: DOUBLE; FOR ASH CONVEYORS; PART NO: 22228 RHKW33C3C3,
63	218765	BRG,PLBLK:SNL222 522/T520/ASNH522; 2	BEARING, PILLOW BLOCK: ROLLING ELEMENT: SPHERICAL; BLOCK SIZE: WD 191 X LG 410 X HT 242 MM; SHAFT HEIGHT: 125 MM; BOLT MOUNTING: 2; BOLT DIAMETER: 26 MM; INSIDE DIAMETER: 100 MM; HOUSING MATERIAL: CI; C/W SPECIAL TACONITE SEAL, END COVER, ADAPTOR SLEEVE AND LOCATING RINGS; PART NO: SNL222522/T520/ASNH522,
64	218546	BRG,BAL:6203 2RSRC3;DEEP GROOVE	BEARING, BALL: TYPE: DEEP GROOVE; STYLE: DOUBLE SHIELD; INSIDE DIAMETER: 17 MM; OUTSIDE DIAMETER: 40 MM; WIDTH: 12 MM; ROW: SINGLE; PART NO: 6203 2RSRC3,
65	276972	BRG,THRST:AXK11 0145;ROLLER NEEDLE	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 145 MM; WIDTH: 6 MM; ROW SINGLE; PART NO: AXK110145,
66	278419	BRG,THRST:AXK11 0145;ROLLER NEEDLE	BEARING, THRUST: ROLLING ELEMENT: ROLLER NEEDLE; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 145 MM; WIDTH: 6 MM; ROW SINGLE; PART NO: AXK110145,

2.1 Factory acceptance testing (FAT)

Material Data Sheet and Test Certificate where applicable

3 Supply Requirements

Goods are required on an as and when required basis.

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

Delivery is expected within 6 to 8 weeks after receipt of Eskom official order.

The purchases will endeavour as far possible to order in batches for ease of delivery

4 Specification of the services to be provided

- a) Supply and delivery of Bearing Spares and spares as and when required
- b) No delivery will be accepted without an official contract release order.
- c) Supplier Delivery Note must indicate partial delivery if partial delivery is made.
- d) The stock number, quantity and material short description must be stated on the delivery note
- e) Each delivery to be recorded on receiving register and each delivery note must have unique number.
- f) Each delivery note to state the relevant release order number

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Delivery times will be stated on the official purchase order

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
- 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 of the product rejected goods must be collected and the correct goods supplied within 14 days.
- d) 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:

Name of the supplier, Purchase Order Number, Material Number and Quantity Delivered

5.3.1 Key Performance Indicator Table

KPA Description	Performance Measure/ Indicator	Target
Purchase Order delivery to site	Lead time agreed on the contract to be lead time on each PO and supplier delivery must match these lead times	98%
Packaging and Preliminary Marking of goods before delivery	All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation purposes 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, Purchase Order Number, Material Number, Part Number and Serial Number and 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 authorised 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

08h00 A.M to 16h00 P.M Monday to Thursday

08h00 A.M to 11h30 A.M on Friday

No delivery is accepted afterhours, weekends and including public holidays unless the Supplier is requested by the Purchaser in writing prior delivery to site

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*

Eskom Majuba Power Station will provide resources to offload the goods being delivered (Cranes and forklift for offloading purposes)

Small items the can 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 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	Equipment failure	All bearings failing before lapse of warranties and guarantees to 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 failed / damaged item	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	Packaging and Preliminary Marking of goods before delivery	All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation purposes 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, Purchase Order Number, Material Number, Part Number and Serial Number and Delivery date	6% of the total purchase

5.12 Invoicing and payment

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

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

- 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)

C3.2 SUPPLIER'S GOODS INFORMATION

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

