NEC3 Supply Contract (SC3)

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

and **TBA**
(Reg No. _____)

for **Supply and delivery of Pneumatic Actuators to Lethabo Power Station on an as and when required basis for a period of five (5) years.**

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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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 Pneumatic Actuators to Lethabo Power Station on an as and when required basis for a period of 5 years.

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) Karabo Rakgolela

Capacity General Manager

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

Name & signature of witness

Date

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X13: Performance bond
		X17: Low-Performance Damages
		Z: *Additional conditions of contract*
	of the NEC3 Supply Contract (April 2013) [2]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The *Purchaser* 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.	**011 800 8111**
	Fax No.	**N/A**
10.1	The *Supply Manager* is (name):	
	Address	Lethabo Power Station Private Bag X 415 Vereeniging 1930
	Tel	
	Fax	N/A

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

e-mail

11.2(13)	The *goods* are	Pneumatic Actuators stock
11.2(14)	The following matters will be included in the Risk Register	• Access to site due to road closure • Any matter that may cause delay in the delivery. • Any quality related issues. • Any matter that deviates from the specification.
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Two (2) working days after notification**
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 *starting date* is.	**Date of final signature on this document as agreed by both parties**
30.1	The *delivery date* of the *goods* and *service*s is:	***Stock*** / ***delivery date***
		1 Pneumatic Actuators — As stipulated on purchase order
		Supplier to also keep minimum spares (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**To be agreed by both parties as and when event arise**
31.1	The *Supplier* is to submit a first programme for acceptance within	**One (1) week after kick-off meeting.**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**One (1) week.**
4	**Testing and defects**	
42	The *defects date* is	**Fifty-two (52) weeks after Delivery of each**

		purchase order.
43.2	The *defect correction period* is	**The Supplier corrects notified Defects within 1 week of the defect being notified to the Supplier by the Supply Manager or his/her delegate or such longer period as is reasonable under the circumstances and agreed by the Parties.** **Purchaser shall provide access to the Supplier to collect the defected goods for correction or replacement. Supplier shall be liable for Supplier's own costs incurred as a result of such action only**
	and the *defect correction period* for	**Five (5) working days**
5	**Payment**	
50.1	The *assessment interval* is	**Assessment will be done after 5 days of every delivery**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Four (4) weeks after assessment and receipt of undisputed contractor tax invoice**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**
6	**Compensation events**	**Refer to Clause 6 of the NEC3 SC.**
7	**Title**	**Refer to Clause 7 of the NEC3 SC.**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**1. Obsolete Goods.** **2. Preservation** **3. Change in works information [●]**
88.1	The *Supplier's* liability to the *Purchaser* 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 *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event** **and** **(2) for all other existing *Purchaser's* property**

		the applicable deductible as at contract date
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**N/A**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The value of each specific purchase order**
88.5	The *end of liability date* is	**One (1) year after Delivery of the whole of the *goods* and *service*s per purchase order.**
9	**Termination and dispute resolution**	
90.1		**NEC3 core clause 9 shall be applied for termination**
		NEC3 core clause 9 shall be applied for termination
		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.
94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	
	Tel No.	
	Fax No.	
	e-mail	
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of**

		Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	**Johannesburg, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1	**Price adjustment for inflation**	**Prices are fixed and firm for the first year and CPA will kick in for subsequent years as follows**
X1.1	The *base date* for indices is	**The base date is one month prior to the tender closing date.**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by** **70%** / **Final Manufactured Goods** / **SEIFSA Table G - 1** **15%** / **Transport** / **SEIFSA Table L-1(A)** **15%** / **non-adjustable** / **Fixed** **100**
X2	**Changes in the law**	**Refer to Clause X2 of the NEC3 SC**
X2.1	A change in the law of	**The Republic of South Africa**
X7	**Delay damages**	
X7.1	Delay damages for Delivery are	**Delivery of** / **amount per day** **Line item per purchase order per day until delivery, capped at 10% of the line-item purchase order value.** / **0.25%**
X17	**Low Performance Damages**	**Limited to** / **5Y% of each Purchase Order**
X17.1	The amounts for low performance damages are:	**Percentage per line item** / **Performance level** **% per day** / **for delivery of wrong specification (Material)** **% per day** / **for not meeting quality standards including documents**

		% per day	**for not keeping** keep **minimum spares (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties**
Z	**The *additional conditions of contract* are**	**Z1 to Z15 always apply for Eskom**	

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

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

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

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

Coercive means to harm or threaten to harm, directly or indirectly, an Affected Party or the

Action	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.

Z13 Insurance

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 *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser*'s 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 *Supplier*) caused by activity in connection with this contract	**Loss of or damage to property** *Purchaser*'s property The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser*'s insurance. Other property The replacement cost **Death of or bodily injury** The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Supplier* 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 minimu 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	Per the insurance policy document

Business Interruption	
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 means measurements performed in parallel, yet separately, to existing

Measurements measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

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

SANAS means the South African National Accreditation System.

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

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Supplier*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser*'s expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Pneumatic Actuators	
2. The requirements for transport are	Supplier must ensure that product is packaged and transported in such a way that it safe, well stacked and preserved	
3. The delivery place is	Lethabo Power Station. Deneysville Vaaldam Road. Vereeniging. 1930	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the *goods*	Supplier
	Unloading the *goods*	Eskom
For international procurement	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	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 *goods* 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*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)[3] and the relevant parts of its Guidance Notes (SC3-GN)[4] 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 *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	**English**
11.2(11)	The tendered total of the Prices is	**R** **(in words)**
11.2(12)	The *price schedule* is in:	
11.2(14)	The following matters will be included in the Risk Register	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** ***delivery date*** **1** **[•]** **[•]** **2** **[•]** **[•]** **3** **[•]** **[•]**
31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

[3] Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.
[4] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	**3**

C2.1 Pricing assumptions

1. How *goods* and *service*s 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 *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

2. 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.

3. 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.

3.1. 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 *service*s 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*

MATERIAL	TEXT	UNIT	PRICE	LEAD TIME
0063163	ACTUATOR, PNEUMATIC: PRESSURE RATING: 16 BAR; MATERIAL: CI RUBBER LINED; INLET CONNECTION TYPE: FLANGE; MODEL NO: ES69; DIAPHRAGM: SIZE 40 MM, FAIL SAVE SPRING OPEN, DIAPHRAGM MATERIAL: RUBBER GR Q;	EA	To be bid at reverse e-auction	
0063165	ACTUATOR, PNEUMATIC: PRESSURE RATING: 6 BAR; OPERATED: SPRING CLOSE, FAIL SAFE; MATERIAL: STL HARD RUBBER LINED; MODEL NO: ES64; DIAPHRAGM: SIZE 80MM, OPERATING PRESSURE FOR RUBBER DIAPHRAGM 2.2 TO 3.4 BAR, PRESSURE DROP EQUALS 100 PCT, DESIGN RATING 10 BAR, RUBBER GRADE Q DIAPHRAGM, HAND OPERATED;	EA	To be bid at reverse e-auction	
0063166	ACTUATOR, PNEUMATIC: DIMENSIONS: DIA 425 X HT 800 MM; PRESSURE RATING: 6 BAR; TRAVEL: LINEAR; OPERATED: SPRING CLOSE, FAIL SAFE; MATERIAL: CI HALARD LINED; INLET CONNECTION TYPE: FLANGE; OUTLET CONNECTION TYPE: FLANGE; MODEL NO: ES64; DIAPHRAGM: SIZE 100MM, OPERATING PRESSURE FOR RUBBER DIAPHRAGM 2.2 TO 3.4 BAR, LINE PRESSURE FOR RUBBER DIAPHRAGM 0 TO 10 BAR, PRESSURE DROP EQUALS 100 PCT; FOR USE WITH SAUNDERS TYPE A DIAPHRAGM, HAND WHEEL AND AIR OPPERATED;	EA	To be bid at reverse e-auction	
214129	ACTUATOR, PNEUMATIC: DIMENSIONS: DIA 115 MM; PRESSURE RATING: 3.5 BAR; TRAVEL: 90 DEG; OPERATED: PNEUMATIC; SUPPL P/N: SID 115DA; USED ON COMPRESSOR DRYERS; AUTOMAX; DOUBLE ACTION; 115NM AT 3.5BAR;	EA	To be bid at reverse e-auction	
0637434	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 175.5 X LG 332 X HT 155 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR AND SPRING; SOLENOID; SUPPL P/N: AT125S; SINGLE ACTING; SPRING RETURN; CLOSING TORQUE: 127NM; 12 SPRINGS; CONNECT TO 22 X 22 SQUARE SHAFT; NAME PLATE TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR WITH EVERY DELIVERY	EA	To be bid at reverse e-auction	
0637950	ACTUATOR, PNEUMATIC: DIMENSIONS: 131 X 80.5 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: CW AND CCW; OUTLET CONNECTION TYPE: STAR; SUPPL P/N: C20SR-3MET; APPLICATION: SULPHURIC ACID DOSING SYSTEM: SPRING RETURN: SPRING CLOSING TORQUE END: 19NM SPRING SET 3; 11MM STAR CONNECTION: O RING MATERIAL: EPDM: ACTUATOR TO BE SUPPLIED WITH STAINLESS STEEL MOUNTING KIT: CRACKET OR MOUNTING KIT PART NO. 02SC20SRMK; NAME PLATE WITH SERIAL TO BE PROVIDED ON THE ACTUATOR AND BRACKET; TECHNICAL RETURNABLE BROCHURE OF ACTUATOR AND DRAWING OF BRACKET	EA	To be bid at reverse e-auction	
0638007	ACTUATOR, PNEUMATIC: DIMENSIONS: 186 X 116 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: CW/CCW; OUTLET CONNECTION TYPE: STAR; SUPPL P/N: C30SR-3 MET; SULPHURIC ACID DOSING SYSTEM: SPRING RETURN; SPRING CLOSING TORQUE END: 54NM SPRING SET: 3; 17 MM STAR CONNECTION; O RING MATERIAL: EPDM; ACTUATOR TO BE SUPPLIED WITH STAINLESS STEEL MOUNTING KIT; BRACKET/MOUNTING KIT PART NUMBER 050C30SRMK; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR AND BRACKET; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR AND DRAWING OF BRACKET	EA	To be bid at reverse e-auction	
0638523	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 101 X LG 209 X HT 108 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; OUTLET CONNECTION TYPE: SQ; SUPPL P/N: AT083S; SINGLE ACTING; SPRING RETURN; CLOSING TORQUE: 35.6NM 12 SPRINGS; CONNECT TO 14 X 14MM SQUARE SHAFT BRACKET AND COUPLING TO BE PROVIDED IF REQUIRED;	EA	To be bid at reverse e-auction	

	NAME PLATE TO BE PROVIDED ON ACTUATOR TECHNICAL RETURNABLE; BROCHURE OF ACTUATOR.			
0638556	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 360 X LG 360 X HT 218 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; OUTLET CONNECTION TYPE: STAR CONNECTION; SUPPL P/N: C60SRMET; SPRING RETURN; SPRING CLOSING TORQUE END: 388NM SPRING SET: 3; 36MM STAR CONNECTION; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	
776904	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 304 MM X HT 1075 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE = 6BAR; TORQUE OUTPUT 3000NM, MOUNTING FACE F16, MAX VALVE STEM 55MM, STANDARD INTERFACE ACCORDING TO VDI/VDE 3845, ACTUATOR SIZE 25/95, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; TEMPERATURE -20DEG TO 80DEG ,SUPPLY = METSO NELES DOUBLE ACTING ACTUATOR SERIES B1C; TYPE = B1CU25/95; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	
776906	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 91 MM X LG 215 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 25NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION =90DEG ACTUATOR, CONNECTION=F05 SQAURE 14MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A012, PART NO = RS5012005600000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	
776902	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 120.5 MM X LG 220 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 48NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION = 90DEG ACTUATOR, CONNECTION = F05 SQAURE 14MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A025, PART NO = RS5025005A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	
776905	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 146 MM X LG 280 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE = 6BAR; TORQUE OUTPUT 88NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION = 90DEG ACTUATOR, CONNECTION = F07 SQAURE 17MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A050, PART NO = RS5050007A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	
776903	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 166 MM X LG 365 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 160NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE, VERSION = 90DEG ACTUATOR, CONNECTION = F07 SQAURE 17MM, TEMPERATURE -20DEG TO 80DEG; SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A090, PART NO = RS5090007A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA	To be bid at reverse e-auction	

The total of the Prices	To be bid at reverse e-auction

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Purchaser*'s Goods Information	
C3.2	*Supplier*'s Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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C3.1: *Purchaser's* Goods Information
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1 Overview and purpose of the *goods* and *service*s v
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vii
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C3.2 *Supplier*'s Goods Informaton **Error! Bookmark not defined.**

1. Overview and purpose of the *goods* and *service*s

Supply and delivery of Pneumatic Actuators to Lethabo Power Station for stock replenishment on an as and when required basis for a period of 5 years.

2. Specification and description of the *goods*

MATERIAL	TEXT	BASE UNIT OF MEASURE
0063163	ACTUATOR, PNEUMATIC: PRESSURE RATING: 16 BAR; MATERIAL: CI RUBBER LINED; INLET CONNECTION TYPE: FLANGE; MODEL NO: ES69; DIAPHRAGM: SIZE 40 MM, FAIL SAVE SPRING OPEN, DIAPHRAGM MATERIAL: RUBBER GR Q;	EA
0063165	ACTUATOR, PNEUMATIC: PRESSURE RATING: 6 BAR; OPERATED: SPRING CLOSE, FAIL SAFE; MATERIAL: STL HARD RUBBER LINED; MODEL NO: ES64; DIAPHRAGM: SIZE 80MM, OPERATING PRESSURE FOR RUBBER DIAPHRAGM 2.2 TO 3.4 BAR, PRESSURE DROP EQUALS 100 PCT, DESIGN RATING 10 BAR, RUBBER GRADE Q DIAPHRAGM, HAND OPERATED;	EA
0063166	ACTUATOR, PNEUMATIC: DIMENSIONS: DIA 425 X HT 800 MM; PRESSURE RATING: 6 BAR; TRAVEL: LINEAR; OPERATED: SPRING CLOSE, FAIL SAFE; MATERIAL: CI HALARD LINED; INLET CONNECTION TYPE: FLANGE; OUTLET CONNECTION TYPE: FLANGE; MODEL NO: ES64; DIAPHRAGM: SIZE 100MM, OPERATING PRESSURE FOR RUBBER DIAPHRAGM 2.2 TO 3.4 BAR, LINE PRESSURE FOR RUBBER DIAPHRAGM 0 TO 10 BAR, PRESSURE DROP EQUALS 100 PCT; FOR USE WITH SAUNDERS TYPE A DIAPHRAGM, HAND WHEEL AND AIR OPPERATED;	EA
214129	ACTUATOR, PNEUMATIC: DIMENSIONS: DIA 115 MM; PRESSURE RATING: 3.5 BAR; TRAVEL: 90 DEG; OPERATED: PNEUMATIC; SUPPL P/N: SID 115DA; USED ON COMPRESSOR DRYERS; AUTOMAX; DOUBLE ACTION; 115NM AT 3.5BAR;	EA
0637434	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 175.5 X LG 332 X HT 155 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR AND SPRING; SOLENOID; SUPPL P/N: AT125S; SINGLE ACTING; SPRING RETURN; CLOSING TORQUE: 127NM; 12 SPRINGS; CONNECT TO 22 X 22 SQUARE SHAFT; NAME PLATE TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR WITH EVERY DELIVERY	EA
0637950	ACTUATOR, PNEUMATIC: DIMENSIONS: 131 X 80.5 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: CW AND CCW; OUTLET CONNECTION TYPE: STAR; SUPPL P/N: C20SR-3MET; APPLICATION: SULPHURIC ACID DOSING SYSTEM: SPRING RETURN: SPRING CLOSING TORQUE END: 19NM SPRING SET 3; 11MM STAR CONNECTION: O RING MATERIAL: EPDM: ACTUATOR TO BE SUPPLIED WITH STAINLESS STEEL MOUNTING KIT: CRACKET OR MOUNTING KIT PART NO. 02SC20SRMK; NAME PLATE WITH SERIAL TO BE PROVIDED ON THE ACTUATOR AND BRACKET; TECHNICAL RETURNABLE BROCHURE OF ACTUATOR AND DRAWING OF BRACKET	EA
0638007	ACTUATOR, PNEUMATIC: DIMENSIONS: 186 X 116 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: CW/CCW; OUTLET CONNECTION TYPE: STAR; SUPPL P/N: C30SR-3 MET; SULPHURIC ACID DOSING SYSTEM: SPRING RETURN; SPRING CLOSING TORQUE END: 54NM SPRING SET: 3; 17 MM STAR CONNECTION; O RING MATERIAL: EPDM; ACTUATOR TO BE SUPPLIED WITH STAINLESS STEEL MOUNTING KIT; BRACKET/MOUNTING KIT PART NUMBER 050C30SRMK; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR AND BRACKET; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR AND DRAWING OF BRACKET	EA
0638523	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 101 X LG 209 X HT 108 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; OUTLET CONNECTION TYPE: SQ; SUPPL P/N: AT083S;	EA

	SINGLE ACTING; SPRING RETURN; CLOSING TORQUE: 35.6NM 12 SPRINGS; CONNECT TO 14 X 14MM SQUARE SHAFT BRACKET AND COUPLING TO BE PROVIDED IF REQUIRED; NAME PLATE TO BE PROVIDED ON ACTUATOR TECHNICAL RETURNABLE; BROCHURE OF ACTUATOR.	
0638556	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 360 X LG 360 X HT 218 MM; PRESSURE RATING: 680 KPA; TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; OUTLET CONNECTION TYPE: STAR CONNECTION; SUPPL P/N: C60SRMET; SPRING RETURN; SPRING CLOSING TORQUE END: 388NM SPRING SET: 3; 36MM STAR CONNECTION; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA
776904	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 304 MM X HT 1075 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE = 6BAR; TORQUE OUTPUT 3000NM, MOUNTING FACE F16, MAX VALVE STEM 55MM, STANDARD INTERFACE ACCORDING TO VDI/VDE 3845, ACTUATOR SIZE 25/95, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; TEMPERATURE -20DEG TO 80DEG ,SUPPLY = METSO NELES DOUBLE ACTING ACTUATOR SERIES B1C; TYPE = B1CU25/95; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA
776906	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 91 MM X LG 215 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 25NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION =90DEG ACTUATOR, CONNECTION=F05 SQAURE 14MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A012, PART NO = RS5012005600000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA
776902	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 120.5 MM X LG 220 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 48NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION = 90DEG ACTUATOR, CONNECTION = F05 SQAURE 14MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A025, PART NO = RS5025005A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA
776905	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 146 MM X LG 280 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE = 6BAR; TORQUE OUTPUT 88NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE; VERSION = 90DEG ACTUATOR, CONNECTION = F07 SQAURE 17MM, TEMPERATURE -20DEG TO 80DEG, SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A050, PART NO = RS5050007A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA
776903	ACTUATOR, PNEUMATIC: DIMENSIONS: WD 166 MM X LG 365 MM; PRESSURE RATING: MAX = 10BAR, OPERATING PRESSURE= 6BAR; TORQUE OUTPUT 160NM, TRAVEL: 90 DEG; OPERATED: AIR TO OPEN; SPRING TO CLOSE, VERSION = 90DEG ACTUATOR, CONNECTION = F07 SQAURE 17MM, TEMPERATURE -20DEG TO 80DEG; SUPPLY = REVO SINGLE ACTING ACTUATOR MODEL RS/A090, PART NO = RS5090007A00000; NAME PLATE WITH SERIAL TO BE PROVIDED ON ACTUATOR; TECHNICAL RETURNABLE: BROCHURE OF ACTUATOR.	EA

3. Supply Requirements

The following are *supplier's* requirements:

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

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

Fridays: 07H00 – 12h00

b) Only once the spares have passed the Quality control checks and are booked into the system can payment be affected.

c) The Delivery and Transport Costs (including off-loading items) must be included in the quotation.

The following packaging requirements should be adhered to:

a) The Goods are to be packaged in such a manner that they can be transported and stored for an extended period of time without resulting in damage to the goods.

b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.

c) Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.

d) It will also not be necessary to open packaging for any lifting or transport operation.

e) Where eyebolts are fitted to move the goods, these eyebolts should be fitted in such a way that they can be easily removed and replaced with the Purchaser's eyebolts, ensuring that the packaging stays intact.

f) The different spares types are to be packaged separately in such a way that each type can be stored separately.

g) Packaging and labelling of spares should ensure that the spare can be identified without opening the packaging.

h) Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.

i) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):

- Order number,
- A short description of the component
- Eskom stock number
- Manufacturing date, where possible

4. Specification of the *service*s to be provided

Refer to Lethabo Power Station Scope of work for the supply of Pneumatic Actuators.

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

5.1. Programming constraints

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

5.2. Work to be done by the Delivery Date

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

5.3. Constraints at the delivery place and place of use

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

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

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

5.5. Management meetings

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

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

5.6. Documentation control

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

5.7. Health and safety risk management

Compliance to the Eskom Lifesaving rules, National Road Traffic Act and Eskom Vehicle Safety Specifications.
Company's internal offloading safe-work procedures to be submitted to the client prior contract awarding.
Driver training & competence
Strict adherence to the rules and Eskom vehicle specifications
Strict adherence to Eskom offloading processes
Adherence to vehicle maintenance plans and daily inspections

RISK	MITIGATING FACTORS	LEVEL (HIGH/MEDIUM/LOW)
Delays: Failure to complete the works as per agreed program.	Delay damages to be imposed on the delayed key date as per the contract data and in line with the approved schedule at 2% per day up to a maximum of 15% per task order. This also applies all defects notifications that will be issued during execution.	Medium
Safety Non- compliance to all legal requirements.	1.Driver training & competence 2.Strict adherence to the rules and Eskom vehicle specifications 3.Strict adherence to Eskom offloading processes	High

	4.Adherence to vehicle maintenance plans and daily inspections	
Quality: Poor Quality of Products Delivered	The service provider shall deliver the spares and components with the data book. The data book shall consists with the following documents: • Signed off manufacturing quality control plan. • Destructive and Non-Destructive testing reports. • Visual and dimensional report • Heat treatment charts, chemical certificate and Hardness repot • All concessions if there is any	Medium
Product packaging and transportation to the client	Supplier must ensure that product is packaged and transported in such a way that it safe, well stacked and preserved. The service provider to provide method statements and quality control plans. Site Acceptance Test and System Integration tests to be conducted.	Medium
Quality Management Documents Requirements not being effective	A fully detailed Quality Control Plan (QCP) for acceptance within three (3) weeks of the Contract Date, which details all the aspects of the quality management system to be applied. It includes the methods that will be utilized to ensure quality assurance, control and improvement of the identified activities as stated in the Scope of Works	Medium
Inspections not carried out	The service provider is required to conduct sufficient inspections and tests to satisfy that all requirements of the SOW are met, and the results of inspections and tests are made available to the client.	Medium
Non-Conformance and	NCR's and defects notifications are	Low

Defects	issued, the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period. The corrective and preventive actions will include the implementation and completion dates.	
Preservation and transportation Requirements not being met	The service provider is to ensure that all products are preserved in their appropriate manner as described in their specifications or in Eskom's Preservation, Shipping and Transportation procedures as applicable. The service provider ensures that all storage requirements for products are properly implemented to preserve the products against adverse conditions, deterioration, damage, etc. Storage and preservation procedures for the different products must be submitted to the *client* for review and acceptance. The *client* may request to inspect the stored products at any given point during the storage period of the product	Medium
Inadequate Method Statement development and submission	The service provider to submit a detailed Method Statements for each activity of his work, together with activity durations, to the client for review and acceptance prior to starting any work	Low
Lack of Documented information control	All documents and records management should be performed according to Technical Document and Record Management Work Instruction (240-76992014). The Project Manager ensures that the service provider is provided with the latest revision	Medium
Environment	Contractor to be familiarized with Lethabo SHEQ Policy Contractor to be ISO14001:2015 compliant Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department. All waste generated during execution of work must be disposed through	Low

	proper pathways. Contractor shall comply to all environmental procedures on site, including the following: • LBE23003 Environmental non-conformance; investigation and reporting • LBE22005 Environmental spill management procedure • LBE22004 Environmental waste management procedure	

5.8. 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 *service*s 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)

Procedure for invoice submission and payment

- All Electronic invoices must be sent in PDF format only.
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- All queries and follow up on invoice payments should made by contacting the FSS Contact Centre: Tel: 011 800 5060 or email:fss@eskom.co.za

5.9. Contract change management

The *Purchaser* will provide a standard form for contract communications. Forms for compensation event, instructions, risk register, early warning, notifications

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

The *Supplier* will prepare the assessment of compensation event and the *Purchaser* must review before accepting. Both parties keep records of the assessment for a period of 12 months after the contract has expired. The compensation event prices should be as Price List of the contract.

6. SDL&I REQUIREMENTS

Section 1: Specific Goals

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit/JV certificate
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium, or joint venture (including incorporated consortia and joint ventures) a consolidated B-BBEE status level verification certificate.

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 80 for price.
- Scores 0 points out of 20 for specific goals.

Section 2: Objective criteria

2.1. Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

	YES	NO
a) Is this Commodity or part of it a Designated Sector?	☑	☐

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Actuators		70%

The tenderer must complete, sign and submit the following **mandatory r**eturnable for designated products:

- Annexure C (Local Content Declaration - Summary Schedule).
- Annexure D (Imported Content Declaration - Supporting Schedule to Annex C).
- Annexure E (Local Content Declaration - Supporting Schedule to Annex C).
- SBD6.2 (Certificate for declaring local content and production).

The DTI in consultation with the procuring organ of state and the local industry will consider the exemption application on a case-by-case basis. Bidder should refer to national treasury Designated Sector Instruction Number 12 of 2016/2017 Paragraph 4.2.

NB: A tender needs to submit minimum stipulated threshold for local production.

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring, but commitments will form part of contractual obligations

Note: SDLI objectives shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

3.1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development. Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract. Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3.

Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher. Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

3.2 Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.
Tenderers are required to submit their proposals in the table below.

Local Procurement Content	**Eskom target**	**Tenderer Proposal**
	100%	

3.3. Procurement spends on entities with a minimum 51% black ownership.

The tenderer will subcontract some of the SOW to the designated suppliers i.e. EME / QSE with at least 51% BO. The designated suppliers should not be part of their subsidiaries or having shares in that company, preferable they should be selected from local to site and shall be as follows:

Procurement from Designated Group	**Eskom Target**	**Tenderer Proposal**
Black Owned	5%	

Potential scope to be subcontracted and/or outsourced:

- Transportation of actuators to site

The following are tender returnable.

- Proof of a sub-contract agreement/s.

  OR

- Letter of intent to subcontract.

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director**, **owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (**No blank spaces to be left**).
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year end to be stipulated by **day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

This section could also be compiled as a separate file.