



NEC3 Supply Contract (SC3)

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

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

for **Supply and delivery of Low-Pressure Services
Spares to Medupi Power Station on as and when
required basis**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

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 Low-Pressure Services Spares to Medupi Power Station on as and when required basis

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

**Eskom Holdings SOC Ltd, Medupi Power Station
Steenbokpan Road
Lephalale, 0555**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

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

**Eskom Holdings SOC Ltd
Medupi Power Station
Steenbokpan Road
Lephalale, 0555**

Name & signature of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X7: Delay damages X13: Performance bond Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state - owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	Medupi Power Station, Steenbokpan Road, Lephalale, 0555
	Tel	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	Low Pressure Services Spares
11.2(13)	The <i>services</i> are	Supply and delivery
11.2(14)	The following matters will be included in the Risk Register	1. Late delivery: delay damages to be implemented 2. Labour and Community Unrest which prevent the <i>Supplier</i> access to deliver: Early warning to be issued by any Parties 3. Early warning notification to be issued for any risks
11.2(15)	The Goods Information is in _____	Part 3: Scope of Work and all documents and drawings to which it makes reference.

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

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	5 working days		
2	The Supplier's main responsibilities	As per NEC3 SC Core clause 2		
3	Time			
30.1	The <i>starting date</i> is.	TBC		
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	goods and services	delivery date	
		1	Supply and delivery of spares	As per the purchase order
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	To be agreed by both Parties		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	3 days after receipt of the purchase order.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 days		
4	Testing and defects			
42	The <i>defects date</i> is	52 weeks after Delivery.		
43.2	The <i>defect correction period</i> is	4 weeks		
42.2	The <i>defects access period</i> is	5 days		
5	Payment			
50.1	The <i>assessment interval</i> is	Continuously, once spares passed Quality Check at Medupi Power Station		
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 calendar days after reception of a valid tax invoice for contracts valued below R50 000 0000.00 (Fifty Million Rands) excluding VAT. 60 calendar days after reception of a valid tax invoice for contracts valued R50 000 0000.00 (Fifty Million Rands) excluding VAT and above		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands		
6	Compensation events	As per NEC3 SC Core clause 6		

7	Title	As per NEC3 SC Core clause 7
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	Only the risks the risks listed under subclause 80.1 of the NEC3 SC
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total price of the design, manufacturing and delivery
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	The total price of the purchase order
88.5	The <i>end of liability date</i> is	1 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.
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	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
10	Data for Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Base date will be the month before the month which the enquiry closes. Rates are fixed and firm for first 12 months after first order placement date. Thereafter CPA escalation will apply.		
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	Linked to index for	Index prepared by
		0.85	Mechanical Engineering	SEIFSA [Table: G-1]
		0.15	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			
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa		

	<p>- in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.</p> <p>(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</p>		
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Low Service Spares	R 1 000.00, from the Delivery Date for each day until the earlier of delivery
X13	Performance bond		
X13.1	The amount of the performance bond is	R [•]	
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 <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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 <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until

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

Z 13.2 Replace core clause 87 with the following:

**Insurance by
the *Purchaser***

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R , (in words) Rate based												
11.2(12)	The <i>price schedule</i> is in: SA Rands, unless otherwise specified.													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><thead><tr><th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td>[•]</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td><td>[•]</td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

C1.3 Forms of Securities

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	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " 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	" <i>goods</i> and <i>services</i> " 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

--	--

PART 2: PRICING DATA
NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

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 *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*

<u>Material No.</u>	<u>Material Item Characteristics</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate (R)</u>
		VALVES			
	25NB/PN10 hand operated gate valve	LP Potable water, Demin water, CDD, BAMR, CAB, ADM, CSY recovery - Gate valve	EA	1	
	25NB/PN16 hand operated gate valve	HP Potable water, FAC, ADI - Gate valve	EA	1	
	300NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR - Butterfly valves	EA	1	
	250NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR - Butterfly valves	EA	1	
	250NB/PN16, hand operated butterfly valve with gearbox	HP Potable water, Demin water, FAC, ADI - Butterfly valves	EA	1	
	15NB/PN10, hand operated ball valve	CDD, BAMR, CAB, ADM, CSY recovery - Ball valves	EA	1	
	15NB/PN16, hand operated ball valve	Potable water, Demin water, FAC, ADI - Ball valves	EA	1	
	200NB/PN10 hand operated gate valve	LP Potable water, Demin water, CDD - Gate valve	EA	1	
	200NB/PN16 hand operated gate valve	HP Potable water, FAC - Gate valve	EA	1	
	50NB/PN10, hand operated gate valve	LP Potable water, Demin water, CDD, ADM, CSY recovery - Gate valve	EA	1	
	350NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR, FAC - Butterfly valves	EA	1	
	100NB/PN10, hand operated gate valve	LP Potable water, Demin water, CDD, FAC, ADM - Gate valve	EA	1	

	200NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, FAC, ADM, CSY recovery - Butterfly valves	EA	1	
	200NB/PN16, hand operated butterfly valve with gearbox	HP Potable water, Demin water, FAC & ADI - Butterfly valves	EA	1	
630155	150NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, FAC, CAB, ADM, CSY recovery - Butterfly valves	EA	1	
	200NB Non-return valve	CDD pumps, ADI pumps - Non-return valves	EA	1	
630156	150NB Non-return valve	FAC Pumps discharge valve	EA	1	
630157	150NB Non-return valve	ADM pumps, CSY recovery pumps - Non-return valves	EA	1	
630153	250NB Non-return valve	BAMR pumps - Non-return valves	EA	1	
630154	80NB Non-return valve	CAB pumps - Non-return valves	EA	1	
	40NB solenoid operated gate valve	CAB mini-flow line Solenoid valves	EA	1	
		BUTTERFLY VALVE GEARBOXES			
	150 NB	LPS SYSTEMS VALVES	EA	1	
	200 NB	LPS SYSTEMS VALVES	EA	1	
	250 NB	LPS SYSTEMS VALVES	EA	1	
	300 NB	LPS SYSTEMS VALVES	EA	1	
	350 NB	LPS SYSTEMS VALVES	EA	1	
	400 NB	LPS SYSTEMS VALVES	EA	1	
	450 NB	LPS SYSTEMS VALVES	EA	1	
		CARBON STEEL PIPING (GALVANISED)			
724043	1/2 inch	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	25 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	

	50 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	80 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	100 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	125 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	150 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	EA	1	
	200 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	250 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	300 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	350 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	400 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	450 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	500 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	600 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	900 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
	1200 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	EA	1	
		CARBON STEEL FLANGES (GALVANISED)			
	25 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	50 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	80 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	100 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	125 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	150 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	

	200 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	250 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	300 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	350 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	400 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	450 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	500 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
	600 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	EA	1	
		CARBON STEEL ELBOWS (GALVANISED)			
	25 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	50 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	80 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	100 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	125 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	150 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	200 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	250 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	300 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	350 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	400 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	450 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
	500 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	

	600 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	EA	1	
		PVC-M PIPING			
	25 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
	50 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
	150 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
	200 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
729972	250 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
	315 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
	355 NB	SANS 966-2 Class 9 FF (6m pipe)	EA	1	
		FLANGE ADAPTORS FOR M-PVC PIPING			
	250 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 250 NB FLANGE SANS 1123 TO 250 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	EA	1	
	315 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 300 NB FLANGE SANS 1123 TO 315 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	EA	1	
	355 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 350 NB FLANGE SANS 1123 TO 355 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	EA	1	
		COUPLINGS FOR M-PVC PIPING			
732200	227-252mm	COUPLING RANGE 227-252mm CLASS16, BOTH ENDS SPIGOT WITH INTERGRAL SOCKET AND RUBBER RING SEAL, SANS966-1	EA	1	
06-564	300-500mm	COUPLING RANGE 300-500mm CLASS16, VICTOULIC COUPLING, COMMERCIAL GRADE, SANS966-1	EA	1	

		STAINLESS STEEL PIPING			
	25 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	50 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	80 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	100 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	150 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	200 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	250 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	300 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
	350 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	EA	1	
		STAINLESS STEEL FLANGES			
	25 NB	ASTM 304L PLATE FLANGES	EA	1	
	50 NB	ASTM 304L PLATE FLANGES	EA	1	
	100 NB	ASTM 304L PLATE FLANGES	EA	1	
	150 NB	ASTM 304L PLATE FLANGES	EA	1	
	200 NB	ASTM 304L PLATE FLANGES	EA	1	
	250 NB	ASTM 304L PLATE FLANGES	EA	1	
	300 NB	ASTM 304L PLATE FLANGES	EA	1	
	350 NB	ASTM 304L PLATE FLANGES	EA	1	
		STAINLESS STEEL ELBOWS			
	50 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
	100 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
	150 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	

	200 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
	250 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
	300 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
	350 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	EA	1	
		HDPE PIPING			
	160 OD	SANS 4427 PE100 PN 16 (6m pipe)	EA	1	
	200 OD	SANS 4427 PE100 PN 16 (6m pipe)	EA	1	
	250 OD	SANS 4427 PE100 PN 16 (6m pipe)	EA	1	
	315 OD	SANS 4427 PE100 PN 16 (6m pipe)	EA	1	
731798	355 OD	HDPE RARE PLASTICS, PE100, PN16, ISO4427, SDR 11,355 x 32.2mm)	EA	1	
		HDPE STUBS			
	160 OD PIPE	SANS 4427 HDPE STUBS	EA	1	
	200 OD PIPE	SANS 4427 HDPE STUBS	EA	1	
	250 OD PIPE	SANS 4427 HDPE STUBS	EA	1	
	315 OD PIPE	SANS 4427 HDPE STUBS	EA	1	
	355 OD PIPE	SANS 4427 HDPE STUBS	EA	1	
		BACKING RINGS			
	160 NB	SANS +A168:A1721123 TAB 1000/3 BACKING RING GALVANIZED	EA	1	
	200 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	EA	1	
	250 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	EA	1	
	300 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	EA	1	
	350 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	EA	1	
		STRAINERS			
	200 NB	KLEERFLO - CS3E3/120/20 SELF CLEANING STRAINER, DESIGN PRESSURE 940 KPA(G), DESIGN TEMPERATURE -6,3 DEG C TO 44,9 DEG C	EA	1	
	300 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	EA	1	

	350 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	EA	1	
	500 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	EA	1	
		VENTS			
	50 NB	AUTOMATIC AIR RELEASE AND VACUUM BREAKER VALVE 50 NB TO AWWA C512 PN 10, FEMALE THREAD TO ISO 7-1/SANS 1109, SS GR 304L, BIAS MECHANISM TYPE 3	EA	1	
	50 NB	AUTOMATIC AIR RELEASE AND VACUUM BREAKER VALVE 50 NB TO AWWA C512 PN 10, FEMALE THREAD TO ISO 7-1/SANS 1109, SS GR 304L DUAL FUNCTION TYPE 1	EA	1	
	80 NB	AUTOMATIC AIR RELEASE VALVE TO AWWA C512 PN 10, THREADED TO ISO7-1/SANS 1109, SS GR 304 L, AIR RELEASE ONLY TYPE 2	EA	1	
	80 NB	AUTOMATIC AIR RELEASE VALVE TO AWWA C512 PN 10, FLANGED TO SANS 1123 TABLE 1000/3 FF, FLANGE BS4360 GR 43 A, AIR RELEASE ONLY TYPE 2	EA	1	
		FLEXIBLE PIPING			
	50NB x 6m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (6m pipe)	EA	1	
	110NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	EA	1	
	150NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	EA	1	
	200NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	EA	1	
		PUMP COMPONENTS & COUPLINGS			
	SULZER APP 33- 125, 40m head, 50 L/s, 1470rpm Centrifugal pumps,	CDD Centrifugal pump service/repair kit	EA	1	

	service kits				
	Flexible tyre coupling for Sulzer APP 33-125 Centrifugal pump	CDD Centrifugal pump couplings	EA	1	
629395	SULZER APP 22-80, 60m head, 50L/s, Centrifugal pumps, service kit	FAC Centrifugal pump service/repair kit	EA	1	
611576	Flexible tyre coupling for Sulzer APP 22-80 Centrifugal pump	FAC Centrifugal pump couplings	EA	1	
629394	SULZER A 42-150, 32.7m head, 97.5L/s, Centrifugal pumps, service kit	BAMR Centrifugal pump service/repair kit	EA	1	
612013	Flexible tyre coupling for Sulzer A 42-150 Centrifugal pump	BAMR Centrifugal pump couplings	EA	1	
	SULZER HP 22-32, 73m head, 6.375L/s, Centrifugal pumps, service kit	CAB Centrifugal pump service/repair kit	EA	1	
611574	Flexible tyre coupling for Sulzer HP 22-32 Centrifugal pump	CAB Centrifugal pump couplings	EA	1	
629392	SULZER APP 33-100, 46.5m head, 37L/s, Centrifugal pumps, service kit	ADM Centrifugal pump service/repair kit	EA	1	
611575	Flexible tyre coupling for Sulzer APP 33-100 Centrifugal pump	ADM Centrifugal pump couplings	EA	1	
0 OGHE22/24/26 AP001	SULZER, 116m head, 30L/s, Centrifugal pumps, service kit	ADI Centrifugal pump service/repair kit	EA	1	

0 0GHE22/24/26 AP001 KP01	Flexible tyre coupling for Sulzer Centrifugal pump	ADI Centrifugal pump couplings	EA	1	
0 0GME72/74 AP001	SULZER, 30.5m head, 25L/s, Centrifugal pumps, service kit	CSY Recovery Centrifugal pump service/repair kit	EA	1	
0 0GME72/74 AP001 KP01	Flexible tyre coupling for Sulzer Centrifugal pump	CSY Recovery Centrifugal pump couplings	EA	1	

Note: The contract is for 5 years (60 months) and the quantities are provisional thereof.

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work.....	36
C3.1: <i>Purchaser's</i> Goods Information	37
1 Overview and purpose of the <i>goods</i> and <i>services</i>	38
2 Specification and description of the <i>goods</i>	38
2.1 Supply of Spares	38
2.2 Warranty	46
3. Supply Requirements.....	46
4. Specification of the <i>services</i> to be provided	46
5. Constraints on how the <i>Supplier</i> Provides the Goods	46
5.1 Programming constraints.....	46
5.2 Work to be done by the Delivery Date.....	46
5.3 Constraints at the delivery place and place of use	46
5.4 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	47
5.5 Management meetings	47
5.6 Documentation control.....	47
5.7 Health and safety risk management.....	47
5.8 Environmental constraints and management	48
5.9 Quality.....	48
5.10 Invoicing and payment.....	49
5.11 Provision of bonds and guarantees	49
5.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	49
6. Procurement.....	49
6.1 Subcontracting	49
6.1.1 Preferred subcontractors	49
6.1.2 Limitations on subcontracting	49
6.1.3 Other requirements related to procurement.....	49
6.1.4 Cataloguing requirements by the <i>Supplier</i>	50
The <i>Supplier</i> shall be required to DCF spares that do not have material number before delivery	50
7. List of drawings	50
7.1 Drawings issued by the <i>Purchaser</i>	50
C3.2 <i>Supplier's</i> Goods Information.....	51

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

Medupi Power Station Low Pressure Services comprise mainly of water/effluent pumping systems which need to be maintained. This scope caters for the supply of material and services to ensure the reliability of the various Low Pressure Service systems.

2 Specification and description of the *goods*

The scope is for the supply of spares such as valves, pipes, pipe supports, mitre bends, elbow, clamps, gaskets, flanges, fittings, nipples, weldolets, threadolets, consumables, leak sealing devices, wraps and service kits installed on the Low-Pressure water/effluent Services systems at Medupi Power Station for a period of 60 months on an 'as-and-when-required' basis. The list of installed items has been provided but the work will include the provision of supporting material/services to ensure that all maintenance work is successfully concluded.

2.1 Supply of Spares

The works include the following:

1. The description of the spares and the quantities that the *Purchaser* envisages for the duration of the contract is indicated in Table 1. This value will be used with other estimates to determine the overall contract value. It should be noted that this is just an estimate, and it does not mean that the *Purchaser* will definitely consume the spares in the duration of the contract. These quantities are therefore not fixed, and the *Supplier* will only supply spares when instructed by a purchase order, from the *Purchaser*, to do so.
2. The spares and components will be supplied to the "goods received" section of the Medupi main store where it will be received by the material management section. The spares will be delivered with all the required data books and certificates, where required.
3. A datasheet of the items being delivered must be submitted to the *Purchaser* for review and acceptance. All deviations will go through Engineering.
4. The *Purchaser* shall be given sufficient notice by the *Supplier* of any witness and hold points identified for adherence in the QCP. These points may be waived (in writing) by the *Purchaser* from time to time depending on technical staff availability.
5. Once the spares have passed the Quality Control checks and are booked into the system then only can payment be effected.
6. Hardcopies as well as electronic copies of the manufacturing Data Books shall be supplied to the *Purchaser* with or before the delivery of any spare. This Data Book will be used during on site Quality Control checks to confirm correctness of spare/component delivered.
7. The manufacturing Data Book shall contain as a minimum, but shall not be limited to, approved quality control plan, material certificates, test reports, material catalogue, non-destructive testing reports/certificates.
8. The spares has to be the same in all respects when compared to the description under this Goods Information. This includes all aspects such as design, materials and material specifications, manufacturing, including manufacturing processes, calibration certificates and acceptance testing. Where spares offered deviate from the original in any respect, it should be indicated to the *Purchaser* upon quotation/query.
9. It is the *Supplier's* responsibility to ensure that correct spares are delivered. If the incorrect spares are delivered, the spares will have to be replaced with the correct spares at the *Supplier's* cost. This includes transport and delivery.
10. The Delivery and transport costs must be included in the quotation.
11. The following packaging requirements should be adhered to:
 - a) The *goods* are to be packaged in such a manner that it 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, dust and/or vibrations.
 - 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 eye bolts are fitted to move the *goods*, these eye bolts should be fitted in such a way that they can be easily removed and replaced with the *Purchasers'* eye bolts, ensuring that the packaging stays intact.
- f) Packaging and labelling of the components should ensure that the spare can be identified without opening the packaging.
- g) Delivered packaging must have the following detail (removable adhesive sticker if possible):
 - i. Order number,
 - ii. A short description of component
 - iii. The stock number (where available)
 - iv. Manufacturing date
 - v. Space for adding the installation date
- h) The documentation for preservation requirements should be delivered with the component.

Table 1:List of spare components and expected quantities

Item	Material No.	Material Item Characteristics	Description	Unit	Quantity	OEM
1		25NB/PN10 hand operated gate valve	LP Potable water, Demin water, CDD, BAMR, CAB, ADM, CSY recovery - Gate valve	No	50	Klinger
2		25NB/PN16 hand operated gate valve	HP Potable water, FAC, ADI - Gate valve	No	50	Klinger
3		300NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR - Butterfly valves	No	50	Klinger
4		250NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR - Butterfly valves	No	50	Klinger
5		250NB/PN16, hand operated butterfly valve with gearbox	HP Potable water, Demin water, FAC, ADI - Butterfly valves	No	50	Klinger
6		15NB/PN10, hand operated ball valve	CDD, BAMR, CAB, ADM, CSY recovery - Ball valves	No	150	Klinger
7		15NB/PN16, hand operated ball valve	Potable water, Demin water, FAC, ADI - Ball valves	No	100	Klinger
8		200NB/PN10 hand operated gate valve	LP Potable water, Demin water, CDD - Gate valve	No	50	Klinger
9		200NB/PN16 hand operated gate valve	HP Potable water, FAC - Gate valve	No	50	Klinger
10		50NB/PN10, hand operated gate valve	LP Potable water, Demin water, CDD, ADM, CSY recovery - Gate valve	No	50	Klinger
11		350NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, BAMR, FAC - Butterfly valves	No	30	Klinger
12		100NB/PN10, hand operated gate valve	LP Potable water, Demin water, CDD, FAC, ADM - Gate valve	No	30	Klinger
13		200NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, CDD, FAC, ADM, CSY recovery - Butterfly valves	No	30	Klinger
14		200NB/PN16, hand operated butterfly valve with gearbox	HP Potable water, Demin water, FAC & ADI - Butterfly valves	No	30	Klinger
15	630155	150NB/PN10, hand operated butterfly valve with gearbox	LP Potable water, FAC, CAB, ADM, CSY recovery - Butterfly valves	No	30	Klinger
16		200NB Non-return valve	CDD pumps, ADI pumps - Non return valves	No	30	
17	630156	150NB Non-return valve	FAC Pumps discharge valve	No	20	Klinger

18	63015 7	150NB Non-return valve	ADM pumps, CSY recovery pumps - Non return valves	No	20	
19	63015 3	250NB Non-return valve	BAMR pumps - Non return valves	No	20	
20	63015 4	80NB Non-return valve	CAB pumps - Non return valves	No	10	
21		40NB solenoid operated gate valve	CAB mini-flow line Solenoid valves	No	10	
			BUTTERFLY VALVE GEARBOXES			
22		150 NB	LPS SYSTEMS VALVES	No	30	AVK
23		200 NB	LPS SYSTEMS VALVES	No	30	AVK
24		250 NB	LPS SYSTEMS VALVES	No	30	AVK
25		300 NB	LPS SYSTEMS VALVES	No	20	AVK
26		350 NB	LPS SYSTEMS VALVES	No	20	AVK
27		400 NB	LPS SYSTEMS VALVES	No	20	AVK
28		450 NB	LPS SYSTEMS VALVES	No	20	AVK
			CARBON STEEL PIPING (GALVANISED)			
29	72404 3	1/2 inch	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	40	
30		25 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	40	
31		50 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	40	
32		80 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	40	
33		100 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	40	
34		125 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	30	
35		150 NB	SANS 62-1, SANS As per commercial, Gr Typ, Sch MED Galv. (6m pipe)	No	30	
36		200 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	30	
37		250 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	30	
38		300 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	30	
39		350 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	30	
40		400 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	30	
41		450 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	20	
42		500 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	20	
43		600 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	15	
44		900 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	5	
45		1200 NB	SANS 719, SANS As per commercial, Gr B (6m pipe) Galv.	No	5	
			CARBON STEEL FLANGES			

			(GALVANISED)			
46		25 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	40	
47		50 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	40	
48		80 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	40	
49		100 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	40	
50		125 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
51		150 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
52		200 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
53		250 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
54		300 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
55		350 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
56		400 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
57		450 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
58		500 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
59		600 NB	FLANGE, Plate, SLF, FF, SANS 1123, TAB 1000/3, SANS 1431, Gr 300 WA Galv.	No	30	
			CARBON STEEL ELBOWS (GALVANISED)			
60		25 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	80	
61		50 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	80	
62		80 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	80	
63		100 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	80	
64		125 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
65		150 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	

66		200 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
67		250 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
68		300 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
69		350 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
70		400 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
71		450 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
72		500 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
73		600 NB	90 deg ELBOW, BS 1640, BW, ASTM A234, Gr WPB, Galv.	No	60	
			PVC-M PIPING			
74		25 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
75		50 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
76		150 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
77		200 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
78	72997 2	250 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
79		315 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
80		355 NB	SANS 966-2 Class 9 FF (6m pipe)	No	20	
			FLANGE ADAPTORS FOR M-PVC PIPING			
81		250 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 250 NB FLANGE SANS 1123 TO 250 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	No	20	
82		315 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 300 NB FLANGE SANS 1123 TO 315 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	No	20	
83		355 OD	PN 16. MAXIMUM WORKING PRESSURE: 16 BAR. TEMPERATURE RANGE -10 DEG C TO 70 DEG C. 350 NB FLANGE SANS 1123 TO 355 OD SANS 966-2 PLAIN PVC PIPE CONECTION. ASTM A536 GRADE 65-45-12 DUCTILE IRON	No	20	
			COUPLINGS FOR M-PVC PIPING			
84	73220 0	227-252mm	COUPLING RANGE 227-252mm CLASS16, BOTH ENDS SPIGOT WITH INTERGRAL SOCKET AND RUBBER RING SEAL, SANS966-1	No	20	

85	06-564	300-500mm	COUPLING RANGE 300-500mm CLASS16, VICTOULIC COUPLING, COMMERCIAL GRADE, SANS966-1	No	20	
			STAINLESS STEEL PIPING			
86		25 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
87		50 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
88		80 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
89		100 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
90		150 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
91		200 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
92		250 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
93		300 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
94		350 NB	ASTM A 312 TYPE 304L PN 16 FF (6m pipe)	No	20	
			STAINLESS STEEL FLANGES			
95		25 NB	ASTM 304L PLATE FLANGES	No	20	
96		50 NB	ASTM 304L PLATE FLANGES	No	20	
97		100 NB	ASTM 304L PLATE FLANGES	No	20	
98		150 NB	ASTM 304L PLATE FLANGES	No	20	
99		200 NB	ASTM 304L PLATE FLANGES	No	20	
100		250 NB	ASTM 304L PLATE FLANGES	No	20	
101		300 NB	ASTM 304L PLATE FLANGES	No	20	
102		350 NB	ASTM 304L PLATE FLANGES	No	20	
			STAINLESS STEEL ELBOWS			
103		50 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
104		100 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
105		150 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
106		200 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
107		250 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
108		300 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
109		350 NB	ASTM A403 SS 90 DEG WELDED PIPE BEND	No	20	
			HDPE PIPING			
110		160 OD	SANS 4427 PE100 PN 16 (6m pipe)	No	20	
111		200 OD	SANS 4427 PE100 PN 16 (6m pipe)	No	20	

112		250 OD	SANS 4427 PE100 PN 16 (6m pipe)	No	20	
113		315 OD	SANS 4427 PE100 PN 16 (6m pipe)	No	20	
114	73179 8	355 OD	HDPE RARE PLASTICS, PE100, PN16, ISO4427, SDR 11,355 x 32.2mm)	No	20	
			HDPE STUBS			
115		160 OD PIPE	SANS 4427 HDPE STUBS	No	20	
116		200 OD PIPE	SANS 4427 HDPE STUBS	No	20	
117		250 OD PIPE	SANS 4427 HDPE STUBS	No	20	
118		315 OD PIPE	SANS 4427 HDPE STUBS	No	20	
119		355 OD PIPE	SANS 4427 HDPE STUBS	No	20	
			BACKING RINGS			
120		160 NB	SANS +A168:A1721123 TAB 1000/3 BACKING RING GALVANIZED	No	20	
121		200 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	No	20	
122		250 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	No	20	
123		300 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	No	20	
124		350 NB	SANS 1123 TAB 1000/3 BACKING RING GALVANIZED	No	20	
			STRAINERS			
125		200 NB	KLEERFLO - CS3E3/120/20 SELF CLEANING STRAINER, DESIGN PRESSURE 940 KPA(G), DESIGN TEMPERATURE -6,3 DEG C TO 44,9 DEG C	No	3	KLEERFL O
126		300 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	No	6	
127		350 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	No	6	
128		500 NB	BASKET STRAINER WITH 2MM PERFORATION, PN 10 FLANGED TO SANS 1123, CARBON STEEL	No	6	
			VENTS			
129		50 NB	AUTOMATIC AIR RELEASE AND VACUUM BREAKER VALVE 50 NB TO AWWA C512 PN 10, FEMALE THREAD TO ISO 7-1/SANS 1109, SS GR 304L, BIAS MECHANISM TYPE 3	No	20	
130		50 NB	AUTOMATIC AIR RELEASE AND VACUUM BREAKER VALVE 50 NB TO AWWA C512 PN 10, FEMALE THREAD TO ISO 7-1/SANS 1109, SS GR 304L DUAL FUNCTION TYPE 1	No	20	
131		80 NB	AUTOMATIC AIR RELEASE VALVE TO AWWA C512 PN 10, THREADED TO ISO7-1/SANS 1109, SS GR 304 L, AIR RELEASE ONLY TYPE 2	No	20	
132		80 NB	AUTOMATIC AIR RELEASE VALVE TO AWWA C512 PN 10, FLANGED TO SANS 1123 TABLE 1000/3 FF, FLANGE	No	20	

			BS4360 GR 43 A, AIR RELEASE ONLY TYPE 2			
			FLEXIBLE PIPING			
133		50NB x 6m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (6m pipe)	No	40	
134		110NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	No	40	
135		150NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	No	40	
136		200NB x 12m PN10 rubber reinforced flexible pipe	Flexible piping for CDD mobile pump discharge connection (12m pipe)	No	40	
			PUMP COMPONENTS & COUPLINGS			
137		SULZER APP 33-125, 40m head, 50 L/s, 1470rpm Centrifugal pumps, service kits	CDD Centrifugal pump service/repair kit	No	12	Sulzer
138		Flexible tyre coupling for Sulzer APP 33-125 Centrifugal pump	CDD Centrifugal pump couplings	No	12	REX couplings
139	62939 5	SULZER APP 22-80, 60m head, 50L/s, Centrifugal pumps, service kit	FAC Centrifugal pump service/repair kit	No	12	Sulzer
140	61157 6	Flexible tyre coupling for Sulzer APP 22-80 Centrifugal pump	FAC Centrifugal pump couplings	No	12	REX couplings
141	62939 4	SULZER A 42-150, 32.7m head, 97.5L/s, Centrifugal pumps, service kit	BAMR Centrifugal pump service/repair kit	No	16	Sulzer
142	61201 3	Flexible tyre coupling for Sulzer A 42-150 Centrifugal pump	BAMR Centrifugal pump couplings	No	16	REX couplings
143		SULZER HP 22-32, 73m head, 6.375L/s, Centrifugal pumps, service kit	CAB Centrifugal pump service/repair kit	No	12	Sulzer
144	61157 4	Flexible tyre coupling for Sulzer HP 22-32 Centrifugal pump	CAB Centrifugal pump couplings	No	12	REX couplings
145	62939 2	SULZER APP 33-100, 46.5m head, 37L/s, Centrifugal pumps, service kit	ADM Centrifugal pump service/repair kit	No	10	Sulzer
146	61157 5	Flexible tyre coupling for Sulzer APP 33-100 Centrifugal pump	ADM Centrifugal pump couplings	No	10	REX couplings
147	0 0GHE2 2/24/2 6 AP001	SULZER, 116m head, 30L/s, Centrifugal pumps, service kit	ADI Centrifugal pump service/repair kit	No	12	Sulzer
148	0 0GHE2	Flexible tyre coupling for Sulzer Centrifugal pump	ADI Centrifugal pump couplings	No	12	REX couplings

	2/24/2 6 AP001 KP01					
149	0 0GME 72/74 AP001	SULZER, 30.5m head, 25L/s, Centrifugal pumps, service kit	CSY Recovery Centrifugal pump service/repair kit	No	10	Sulzer
150	0 0GME 72/74 AP001 KP01	Flexible tyre coupling for Sulzer Centrifugal pump	CSY Recovery Centrifugal pump couplings	No	10	REX couplings

2.2 Warranty

1. All components shall carry a 24-month warrantee from date of delivery
2. All components shall carry a further 12-month warrantee after installation (which shall not shorten the warranty after delivery), coupling alignment as well as drive vibration reports will be available and used as baseline for spare/component installation
3. Any specific requirements to enable the 12-month warrantee shall be brought forward by the *Supplier* for agreement during negotiations. If witnessing of installation is required, this will be at the *Supplier's* own cost.
4. The warranty shall cover, but not be limited to, minor defects identified, for example: shaft oil seal leakages, minor oil leaks, cooling fan, safety guard or breather related issues, etc.

3. Supply Requirements

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

4. Specification of the *services* to be provided

The *Supplier* shall deliver and offload *goods* at the Medupi power station stores. All items shall be delivered with maintenance and operating manuals.

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 *goods* 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 rule which state that:

1. Open, isolate, test, earth, bond, and/or insulate before touch
2. Hook up at heights
3. Buckle up
4. Be sober
5. Permit to work

The *Supplier* shall adhere to security requirements for access at the Power Station:

1. All vehicles entering and leaving site must be searched. The driver and all passengers must step out of the vehicle and allow security to search. The driver must open his or her vehicle.
2. Dangerous weapons firearm, knives, bombs are not allowed on site.
3. Testing of alcohol is compulsory. Testing can be done at any given time and any place.
4. No alcohol and drugs are allowed on site.
5. All items to be declared at security gate and registered on tool list before entering the site.

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

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e-mail itself. For urgent request, both Parties can use telephone as form of communication, however it should be confirmed by a letter.

5.7 Health and safety risk management

Supplier OHS requirements

1. The *Supplier* is expected to comply to the following documents when rendering a service to Eskom but not limited to the following:
 - a) Eskom contractor Health and Safety requirements standards 32-136
 - b) OHS specification/requirements provided
 - c) Occupational Health and Safety Act 85 of 1993
 - d) Compensation for Occupational Diseases and Illnesses Act 130 of 1993

Note: Please note that after contract award, it is your responsibility to fully align the company's processes to Eskom's OHS requirements (policies, procedures, standards etc).

2. Penalties shall be enforced on the main *Supplier* for non-conformance/s pertaining to Eskom and/or Statutory OHS requirement/s.
3. Ensure that all *Supplier* employees undergo the relevant Eskom induction and the company's
4. Management of *Suppliers*

The main *Supplier*:

- a) Has to demonstrate to Eskom the process and selection criteria applied when appointing contractors and suppliers

- b) Has to provide notification to Eskom, prior to the appointment of contractors or suppliers for the commencement of work.
- c) Has to ensure that contractors/ suppliers have adequate resources and competencies.
- d) Is accountable for the management of its contractors/ suppliers in order to ensure that the applicable legal and Eskom requirements (that are applicable to the main supplier during contract execution) are complied with by the contractors or suppliers.
- e) The main *Supplier* shall monitor contractors or suppliers through audits and assessments with regard to OHS compliance during the execution of the work.
- f) The grounds for the termination of work done by contractors/suppliers shall be provided by the main supplier
- g) All non-conformances/non-compliance by the contractors/suppliers (all tiers) to the main *Supplier* shall be dealt with directly with the main contractor/supplier in terms of performance and penalty processes.
- h) Eskom reserves the right to verify this when deemed necessary. The contractor may be instructed to provide copies of testimonials/references and the contact detail of clients (including Eskom) for whom the Company has done previous work of a similar nature

5.8 Environmental constraints and management

The *Supplier* shall comply and conform to the following:

1. Environmental Requirements for contractors/suppliers working at Eskom Medupi Power Station
2. Eskom Medupi Power Station Operation Environmental Management Plan
3. Environmental legal and other requirements.
4. Eskom's environmental standards, policies, and procedures where applicable.
5. Pledge to inform all staff of their role in managing environmental impacts on site.
6. Be aware that incidents must be reported within 24 hours of occurrence.
7. Pledge to always implement best practice on site during the contract.
8. Pledge that all non-conformances issued to us will be addressed promptly.
9. Commit to comply to the waste management hierarchy and Medupi waste management practices

5.9 Quality

The *Supplier* shall submit the following documents within 30 days or as per stated timeline after the contract date, prior to the commencement of work, for acceptance by Eskom:

- The *Supplier* shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- The *Supplier* shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.
- The sub-supplier QCP/ ITP shall be submitted for review and comment by the *Supplier* and by Eskom within 30 days or as per stated timeline after the award of the tender. All supplier and Eskom comments shall be resolved prior to commencing work.
- The equipment lists and an indication of pressurised components and systems.

During the contract execution phase, suppliers shall be monitored by Eskom for performance on quality-related aspects.

The outcomes of such monitoring will enable Eskom to take any appropriate actions pertaining to the supplier.

The monitoring shall be carried out periodically by Eskom or at predetermined intervals during the execution of a contract using agreed key performance indicators. The monitored key performance areas include the following:

- CQP and QCP /ITP
- Delivery
- Design
- Cost
- Management system

Subsequent key performance indicators associated with these areas will include the following:

- Nonconformity monitoring

- Audit and assessment evaluation scoring
- Management system compliance and accreditation
- Achievement of delivery targets as per contractual agreements
- Process improvements
- Correction and corrective action response and closure

5.10 Invoicing and payment

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- 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;
- Service entry and Goods receipt numbers

5.11 Provision of bonds and guarantees

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

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

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

The *Supplier* is required to keep record and submit proof of all the actuals, to be verified at the completion of the Payment Certificate and assessment, should the *Supply Manager* request to do so.

6. Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

The *Supplier* may not use a Subcontractor unless a written request is made to the *Employer* and approval

6.1.2 Limitations on subcontracting

6.1.3 Other requirements related to procurement

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.

6.1.4 Cataloguing requirements by the *Supplier*

The *Supplier* shall be required to DCF spares that do not have material number before delivery

7. List of drawings

7.1 Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

C3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.
