



## NEC3 Supply Contract (SC3)

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

and **[Insert at award stage]**  
(Reg No. \_\_\_\_\_)

for **The Supply and Delivery of C&I Critical Spares to  
Kriel Power Station on an as and when required  
basis for a period of 5 years**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>20</b>
<b>Part C2 Pricing Data</b>	<b>9</b>
<b>Part C3 Scope of Work</b>	<b>16</b>

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**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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<b>Contents:</b>	<b>No of pages</b>
<b>C1.1 Form of Offer and Acceptance</b>	3
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Purchaser</i></b>	12
<b>C1.2b Contract Data provided by the <i>Supplier</i></b>	1
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>n/a</b>

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## C1.1 Form of Offer & Acceptance

### Offer

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

### **The Supply and Delivery of C&I Critical Spares to Kriel Power Station on an as and when required basis for a period of 5 years**

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	<b>Do not submit pricing with tender submission</b>
	Value Added Tax @ 15% is	<b>R [•]</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R [•]</b>
(in words) [•]		

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

\_\_\_\_\_

<sup>1</sup> 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 (Reg No 2002/015527/30), Kriel Power Station, Bethal-Ogies  
Road, Kriel, Mpumalanga**

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 (Reg No 2002/015527/30), Kriel Power Station, Bethal-Ogies Road, Kriel, Mpumalanga**

Name &amp; signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 SC3 Contract Data

### Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X17: Low performance damages</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	(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):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>017 615 2307</b>
	Fax No.	-
10.1	The <i>Supply Manager</i> is (name):	<b>C Mathebula</b>
	Address	<b>Eskom Kriel Power station</b>
	Tel	<b>013 295 9350</b>
	Fax	-
	e-mail	<b><a href="mailto:MatheCI@eskom.co.za">MatheCI@eskom.co.za</a></b>
11.2(13)	The services are	<b>The Supply and Delivery of C&amp;I Critical Spares to Kriel Power Station on an as and when required basis for a period of 5 years</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, [www.ecs.co.za](http://www.ecs.co.za).

11.2(14)	The following matters will be included in the Risk Register	- Quality - Safety Health
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>3 days</b>
2	<b>The Supplier's main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>To be confirmed at time of contract award</b>
30.1	The <i>delivery date</i> of the goods and services is:	<b>goods and services</b> <b>delivery date</b> 1   For all ordered spares   4 weeks after order placement
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.	
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>4 weeks after installation of the part in the plant</b>
43.2	The <i>defect correction period</i> is except that the <i>defect correction period</i> for	<b>2 days after identified and notified defect</b> Purchasers fault is 1 week- (the Supplier does not start correcting the defect until the compensation event is agreed between Parties if the defect is as a result of the Purchaser's fault)
	and the <i>defect correction period</i> for	<b>Not Applicable</b>
42.2	The <i>defects access period</i> is except that the <i>defect access period</i> for	<b>1 day after notification</b> Purchaser's fault is 2 days- (the Supplier does not start correcting the defect until the compensation event is agreed between Parties if the defect is as a result of the Purchaser's fault)
	and the <i>defect access period</i> for	<b>Not Applicable</b>

## 5 Payment

50.1	The assessment interval is	<b>1 (One) week after delivery – received at stores</b>
51.1	The currency of this contract is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<ul style="list-style-type: none"> <li>• <b>30 days for contracts with a value less than R50M</b></li> <li>• <b>60 days for contracts with a value greater than R50M</b></li> </ul>
51.4	The interest rate is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

## 6 Compensation events

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

## 7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

## 8 Risks, liabilities, indemnities and insurance

80.1	These are additional Purchaser's risks	<ol style="list-style-type: none"> <li><b>1. Supplier not supplying goods on time can result in extended lead time to repair or plant shut down</b></li> <li><b>2. Supplier not meeting quality requirements can result in financial and production loss</b></li> </ol>
88.1	The Supplier's liability to the Purchaser for indirect or consequential loss, including	

	loss of profit, revenue and goodwill is limited to	<b>R0.0 (zero Rand)</b>
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	<b>(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</b>  <b>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</b>
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:	<b>Total of the prices</b>
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	<b>Total of the prices</b>
88.5	The <i>end of liability date</i> is	<b>As per guarantee and warranty from the manufacturer</b>

## 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	<b>To be confirmed when dispute arises</b>
	Tel No.	<b>To be confirmed when dispute arises</b>
	Fax No.	<b>To be confirmed when dispute arises</b>
	e-mail	<b>To be confirmed when dispute arises</b>
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
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	<b>South Africa</b>
	The person or organisation who will	

	choose an arbitrator	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
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## 10 Data for Option clauses

### X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is  The proportions used to calculate the Price Adjustment Factor are:	Refer to Invitation Annexure D (CPA local goods/services) for tender purposes		
		proportion	linked to index for	Index prepared by
		0.05	Transport Table L-2(A)	Seifsa
		0.80	Electrical ENG Material – Table G-1	Seifsa
		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
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### X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		C&I Critical Spares	5% of the task order value per day for delay from agreed delivery date per spare

### X17 Low performance damages

X17.1	The amounts for low performance damages are:	amount	performance level
		100% of the item value will be upheld until this low performance is corrected	<ul style="list-style-type: none"> <li>• Rejection of incorrect and damaged spares</li> </ul>

### Z The *additional conditions of contract* are

Z1 to Z15 always apply for Eskom

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

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

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

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

**Z9 Purchaser's limitation of liability**

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

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

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

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

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

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

**Z12 Ethics**

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

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

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

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

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

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

<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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 <i>Purchaser</i> may terminate the <i>Supplier</i> 's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> 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 <i>Purchaser</i> can terminate the <i>Supplier</i> 's obligation to Provide the Services for this reason.
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier</i> '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 <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

### Z13 Insurance

#### Z 13.1 Replace core clause 84 with the following:

##### **Insurance cover 84**

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

**INSURANCE TABLE A**

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

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 shortterm 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 affected 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:**

<b>1. The requirements for the supply are</b>	Refer to Goods Information and Eskom Specifications	
<b>2. The requirements for transport are</b>	None	
<b>3. The delivery place is</b>	Kriel Power Station, Bethal-Ogies Road, Kriel, Mpumalanga	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	<i>Seller</i>
	Checking packing and marking before dispatch	<i>Seller</i>
	Arrange access to delivery place	<i>Seller</i>
	Loading the goods	<i>Seller</i>
	Unloading the goods	<i>Seller</i>
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the goods	
	Delivery Note	
	Test results and maintenance manuals	

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*

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

Clause	Statement	Data		
10.1	The <i>Supplier</i> is (Name):			
	Address			
	Tel No.			
	Fax No.			
	E-mail			
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			
11.2(12)	The <i>price schedule</i> is in:			
11.2(14)	The following matters will be included in the Risk Register			
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are			
30.1	The <i>delivery date</i> of the goods and services is:	<b>goods and services</b>		<b>delivery date</b>
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
31.1	The programme identified in the Contract Data is contained in:			
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	_____ %		

## PART 2: PRICING DATA

### NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	<i>The price schedule</i>	7

## C2.1 Pricing assumptions

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

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

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	<p>The amount due is</p> <ul style="list-style-type: none"><li>the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li><li>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,</li><li>plus other amounts to be paid to the <i>Supplier</i>,</li><li>less amounts to be paid by or retained from the <i>Supplier</i>.</li></ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

### Function of the Price Schedule

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

### Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no

compensation event for this unless the Defect is due to a *Supplier's* risk;

- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

#### **Format of the *price schedule***

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

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

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

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

**NOTE TO TENDERERS: DO NOT SUBMIT PRICING – THE BELOW IS FOR PLANNING PURPOSES. PRICING WILL BE PROVIDED BY MEANS OF A BID WITHIN AN E-AUCTION PROCESS AT A LATER STAGE (refer to the Invitation to Tender document)**

## C2.2 the price schedule

Quantities are estimated usage over the contract period

Item No.	Short Description	Material No	Long Description	Unit	Qty	Rate (Rand)	Total per line (Rand)
1	TRANSMITTER DP:0-25 BAR;O/P 4-20 MA	234099	TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-25 BAR, OUTPUT: 4-20 MA, SUPPLY: 10.5-45 V DC, CONNECTION: 1/4 IN-18NPT, SPECIFICATION: IEC 61518; SUPPL P/N: PMD75-ABJ7B31DAAA; TO BE USED FOR UNIT REFURBISHMENT	Each	25		
2	TRANSMITTER DP:0-25 MBAR;O/P 4-20 MA	234101	TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-25 BAR, OUTPUT: 4-20 MA, SUPPLY: 10.5-45 V DC, CONNECTION: 1/4 IN-18NPT, SPECIFICATION: IEC 61518; SUPPL P/N: PMD75-ABJ7B31DAAA; TO BE USED FOR UNIT REFURBISHMENT	Each	4		
3	POSITIONER VLV:PNEUMATIC;5-6 BAR	629809	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 5-6 BAR, INPUT: 4-20 MA; SERIES: LOGIX500; PNEUMATIC CONNECTION: 1/4IN; ELECTRIC CONNECTION: M20X1.5; FLAT INDICATOR; LCD DISPLAY; 4-20MA FEEDBACK REED SWITCH; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	30		
4	THERMOCOUPLE:K;6 MM;520 MM;0-1100 DEG C	155567	THERMOCOUPLE: TYPE: K, SHEATH DIAMETER: 6 MM, DESIGN LENGTH: 520 MM, TEMPERATURE RANGE: 0-1100 DEG C, SHEATH MATERIAL: SS GR 316, JUNCTION: SINGLE, WIRES: 2; WITH POTTING ADAPTOR; 1/4 IN OD; COMPLETE WITH 75MM TAIL; WIRE SIZE 1MM; LEADS 75	Each	13		

5	KIT:BASIC MATIC CONTROLS;THYRISTORS	577135	KIT: TYPE: BASIC MATIC CONTROLS, APPLICATION: USED FOR AUMA ACTUATORS, COMPRISING: THYRISTORS; MANUF P/N: AM01.1; 380VAC; 1.5KW THYRISTOR FOR POWER CLASS B1/B2; TP140/101; MSP1110KC3-A18EB; COMPLETE WITH 4-20MPA ANALOGUE POSITION FEEDBACK	Each	26		
6	KIT:AM02.1;BASIC MATIC CONTROLS	577136	KIT: TYPE: BASIC MATIC CONTROLS, APPLICATION: USED FOR AUMA ACTUATORS, COMPRISING: THYRISTORS; MANUF P/N: AM01.1; 380VAC; 1.5KW THYRISTOR FOR POWER CLASS B1/B2; TP140/101; MSP1110KC3-A18EB; COMPLETE WITH 4-20MPA ANALOGUE POSITION FEEDBACK	Each	23		
7	KIT:CONTROL;ACTUATOR;THYRISTORS	598478	KIT: TYPE: CONTROL, APPLICATION: ACTUATOR, COMPRISING: THYRISTORS; BASIC MATIC; 380 VAC THYRISTORS; 5.5KW THYRISTOR FOR POWER CLASS B1/B2; TP010/101; MPS 1110KC3-X18EB; COMPLETE WITH POSITION FEEDBACK; SA/SAR.2 RANGE	Each	5		
8	TRANSDUCER:POSITION ;I/P 0-24 VDC;4.2 W	236292	TRANSDUCER: TYPE: POSITION, INPUT: 0-24 V DC, OUTPUT: 20-28 VDC 4-20 MA, POWER SOURCE: 4.2 W; SUPPL P/N: BTL5-E17-M0100-B-S32; SUPPL P/N: BTL-P-1013-4R; USED FOR UNIT REFURBISHMENT	Each	8		
9	POSITIONER VLV:LOGIX-500;MAX 6 BAR	623929	POSITIONER, VALVE: TYPE: ELECTROPNEUMATIC, SUPPLY PRESSURE: MAX 6 BAR, INPUT: 4-20 MA; SUPPL P/N: 500; REFERENCE NO: 510+37-W2D3F0-00-1102; 1/4IN PNEUMATIC CONNECTION; M20X1.5 ELECTRICAL CONNECTION; FLAT INDICATOR; LCD DISPLAY; REED SWITCHES; LOGIX; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	106		
10	POSITIONER VLV:PNEUMATIC;800 KPA	134180	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 800 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR5310-0NG00-0AA0; SUPPLIER NOTE - THE ITEM MUST BE ORIGINAL PROTECTIVE PACKED AND MARKED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	53		

11	POSITIONER VLV:ELECTROPNEUMATIC;800 KPA	175102	POSITIONER, VALVE: TYPE: ELECTROPNEUMATIC, SUPPLY PRESSURE: 800 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR 4004-8J; SUPPL P/N: 6DR 5320-0NG00-0AA0; DOUBLE ACTING, 4 WIRE SYSTEM, 24 VDC, WITHOUT HART COMMUNICATION, NOTE - THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED, COMPLETE WITH FEEDBACK MODULE IY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	76		
12	MODULE:FEEDBACK UNIT	175836	MODULE: TYPE: FEEDBACK UNIT, APPLICATION: SIEMENS POSITIONER SIPART PS2; MANUF P/N: 6DR4004-8J	Each	31		
13	SWITCH FLW:SS;24 VDC;NPT 1/2 IN	238773	SWITCH, FLOW: MATERIAL: SS, POTENTIAL: 24 V DC, RANGE: 0.03-1.5 M/S; 207 BAR, CONNECTION: NPT 1/2 IN; SUPPL P/N: TD1 2D00 031-TMM AO10 003; OUTPUT: 4-20 MA; USED FOR UNIT REFURBISHMENT	Each	12		
14	ANALYZER GAS:OXYGEN PROBE;LG 250 MM	209825	ANALYZER, GAS: TYPE: OXYGEN PROBE, DIMENSIONS: LG 250 MM; MODEL NUMBER: 1231-250-FILI-WPP; NOVATECH BRAND, WITH BUILD-IN HEATER, DUAL FILTER AND QUICK DISCONNECT PLUG, POWER SOURCE: 220VAC; RANGE: 0-100	Each	15		
15	GAS:NITROGEN/OXYGEN,N,N 94.6/O2 5.4 PCT	157494	GAS: TYPE: NITROGEN/OXYGEN; PURITY: N 94.6/O2 5.4 PCT; CONTAINER: CYL 20000 KPA; SUPPL P/N: 340201; TOLERANCE ON OXYGEN BETWEEN 5.1 PCT AND 5.8 PCT BUT CERTIFICATE MUST TELL EXACT PERCENTAGE; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	Each	120		
16	PYROMETER:FLAME OUT	155552	PYROMETER: TYPE: FLAME OUT, RANGE: 400-840; 500-1000 DEG C; REFERENCE NO: M250-A1 F	Each	23		

17	PROBE:CONDUCTIVITY; 15 MM;LG 75 MM;SS	220833	PROBE: TYPE: CONDUCTIVITY, DIAMETER: 15 MM, LENGTH: 75 MM, RATING: RATING 0-20 MS/CM (KF0.01), MATERIAL: SS; SUPPL P/N: CLS15-A1A1A; RATING KF0.01, NONE CABLE LENGTH, TWO ELECTRODE FOR PURE AND ULTRAPURE WATER APPLICATIONS; CELL CONSTANT: 0-20 MS/CM; CELL	Each	25		
18	ANALYZER GAS:OXYGEN/HUMIDITY; ZIRCONIA	664321	ANALYZER, GAS: TYPE: OXYGEN/HUMIDITY; APPLICATION: COMBUSTION PROCESS CONTROL; SPECIFICATION: ZIRCONIA; SUPPL P/N: ZR22G-040-S-E-C-R-M-E-A; DETECTOR; PROBE LG: 0.4M; PROBE MATERIAL: SS 316; MOUNT: FLANGE DN50 PN10 SS 304	Each	24		
19	TRANSMITTER FLOW; ROTAMASS, 0-100/0-4BAR	689538	TRANSMITTER, FLOW: TYPE: ROTAMASS, RANGE: 0-100/0-4 BAR, OUTPUT: 4-20 MA, SUPPLY: 100-240 V AC, APPLICATION: LIQUID SULPHUR MEASUREMENT, ENCLOSURE: STAINLESS STEEL; OEM P/N: RCUN10K-25BA11-2C7F-FF11-2-JA1/K2/T31/L005, ; CALIBRATION COEFFICIENT: SPT, INSULATION CLASS: T21 + VENTILATION, MEDIUM: -50 TO 260 DEG C; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	4		
20	POSITIONER VLV:PNEUMATIC,600 KPA	207794	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 600 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR50200NG000AA0; THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	32		
21	POSITIONER VLV: LOGIX-500SI; MAX 6 BAR	248315	POSITIONER, VALVE: TYPE: LOGIX 500SI DIGITAL; SUPPLY PRESSURE: 5-6 BAR; INPUT: 4-20 MA; SUPPL P/N: 510SI 15-W2DSE-FOF1-000; MATERIAL: PVC; OUTPUT CONNECTION: G1/4IN; INPUT CONNECTION: NPT 1/4IN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	4		

24	TRANSDUCER:MICROPH ONE LINEAR;I/P 0-24 V	235973	TRANSDUCER: TYPE: MICROPHONE LINEAR, INPUT: 0-24 V, OUTPUT: 0-10 V, POWER SOURCE: 150 MA; SUPPL P/N: BTL7-E170-M0200-B-S32-BTL-P-1013-4R; NOMINAL LENGTH +/-4000 MM, WEIGHT CA.2 KG/M, HOUSING ANODIZED ALUMINIUM, PRESSURE TUBE STAINLESS STEEL 1.4571	Each	20		
25	MODULE:AMPLIFIER;I/P 4-20 MA;24 VDC	557530	MODULE: TYPE: AMPLIFIER, INPUT: 4-20 MA, OUTPUT: -10 TO 10 V, POWER SOURCE: 24 V DC; MANUF P/N: EEA-PAM-535-D-32	Each	3		
26	AMPLIFIER:MONITOR UNIT,I/P 0-20 MA,24	646832	AMPLIFIER: TYPE: MONITOR UNIT, INPUT: 0-20 MA, OUTPUT: 4-20 MA, POWER: 24 V DC; SUPPL P/N: LPDC2462A; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	4		
27	SENSOR:TUBE LEAK;24 VDC	148759	SENSOR: TYPE: TUBE LEAK, RATING: 24 V DC; SUPPL P/N: FFT-HA-3; COMPLETE WITH INSPECTA HEAD AMP AND BOX, FOR BOILER TUBE LEAK DETECTION; NOTE, THE ITEM MUST BE PROTECTIVE PACKED	Each	432		
29	CAPSULE:MICROPHONE ;PLASTIC;FTT-MC	135159	CAPSULE: TYPE: MICROPHONE, MATERIAL: PLASTIC; MODEL NUMBER: FTT-MC; INSPECTA, FOR BOILER TUBE LEAK DETECTION; NOTE ITEM MUST BE BUBBLE PACKED FOR PROTECTION; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	Each	1 200		
30	MODULE:ISOLATOR;24 VDC	133627	MODULE: TYPE: ISOLATOR, POWER SOURCE: 24 V DC; FOR TUBE LEAK DETECTION	Each	960		
31	MODULE: RELAT, 24VDCS;MUX-RLY	133631	MODULE: TYPE: RELAY; POWER SOURCE: 24 V DC; REFERENCE NO: MUX-RLY	Each	906		
32	FLANGE PIPE:PVC;FF;SPEC CL 9;150 MM	206656	FLANGE, PIPE: MATERIAL: PVC, STYLE: FF, SPECIFICATION: CL 9, FLANGE DIAMETER: 150 MM; SUPPL P/N: RVO.FFI.500; TYPE BAYETE; SIZE: 50MM	Each	257		

34	PIPE:ID 50 MM;LG 6 M;PVC;GLUED	206654	PIPE: INSIDE DIAMETER: 50 MM, LENGTH: 6 M, MATERIAL: PVC, ENDS: GLUED; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: CL9	Each	33		
35	ASSY:PIPE;TUBE LEAK;PVC	55521	ASSEMBLY: TYPE: PIPE, APPLICATION: TUBE LEAK, MATERIAL: PVC; SUPPL P/N: FFT-PVC; FOR INSPECTA BOILER TUBE LEAK DETECTION	Each	4		
36	VALVE BALL:50 MM;10 BAR;210 DEG C;GLUE	206651	VALVE, BALL: VALVE SIZE: 50 MM, DESIGN RATING: 10 BAR, TEMPERATURE RATING: 210 DEG C, CONNECTION: GLUE, BODY MATERIAL: PVC, FACE TO FACE LENGTH: 135 MM, OPERATED: MANUAL, STYLE: 2 WAY, TRIM: BALL PVC; SEAT NYLON, TYPE: BAYETE; SUPPL P/N: VSA 18I 500	Each	122		
37	UNION PIPE:50 MM;GLUE X THD;PVC;10 BAR;A	206655	UNION, PIPE: SIZE: 50 MM, CONNECTION: GLUE X THD, MATERIAL: PVC, RATING: 10 BAR, GRADE: A; SUPPL P/N: RVO.BOI.500; CLASS 9, TYPE BAYETE	Each	185		
38	WYE PIPE:50 MM;GLUE;PVC;10 BAR;SPEC CL 9	206653	WYE, PIPE: SIZE: 50 MM, CONNECTION: GLUE, MATERIAL: PVC, RATING: 10 BAR, SPECIFICATION: CL 9, GRADE: A; SUPPL P/N: RVO.T11.4500; TYPE BAYETE	Each	122		
39	ADHESIVE:CEMENT,CAN 200 G,LIQD	160308	ADHESIVE: TYPE: CEMENT; CONTAINER: CAN 200 G; PHYSICAL FORM: LIQUID; SUPPL P/N: TENSOL 12; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	Each	62		
40	MODULE PWR SUP:I/P 220 VAC;O/P 24 VDC	138244	MODULE, POWER SUPPLY: INPUT: 220 V AC, OUTPUT: 24 V DC; SUPPL P/N: MUXPSB; SUPPLIER NOTE, THE ITEM MUST BE PROTECTIVE PACKED, SEALED AND CLEARLY MARKED	Each	12		
41	COMPUTER:MUXBOX;TUBE LEAK DETECTION	253271	COMPUTER: TYPE: MUXBOX; APPLICATION: TUBE LEAK DETECTION; VER 4-32	Each	4		

42	MAGNET:251 416-2;OPEN RING- U	715030	MAGNET: TYPE: OPEN RING- U; DIMENSIONS: ID13.5 X OD33 MM; MATERIAL: FERROMAGNETIC; OEM P/N: 251 416-	Each	300		
43	POSITIONER:MICRO PLUSE;STL	678904	POSITIONER: TYPE: MICRO PLUSE; MATERIAL: STL; SUPPL P/N: BTL0J5U; BTL-7E501-M0060-B-SA316-KA05; USB-	Each	160		
44	POSITIONER:MICRO PLUSE M0100	725307	POSITIONER: TYPE: MICRO PLUSE M0100; MATERIAL: STAINLESS STEEL; SUPPL P/N: BTL7-E501-M0100-B-SA316-K	Each	144		

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	14
C3.2	<i>Supplier's Goods Information</i>	1
Total number of pages		

## C3.1: PURCHASER'S GOODS INFORMATION

### Contents

<u>Part 3: Scope of Work</u> .....	Error! Bookmark not defined.
<u>C3.1: Purchaser's Goods Information</u> .....	Error! Bookmark not defined.
<u>1 Overview and purpose of the goods and services</u> .....	Error! Bookmark not defined.
<u>2 Specification and description of the goods</u> .....	Error! Bookmark not defined.
<u>3 Supply Requirements</u> .....	Error! Bookmark not defined.
<u>4 Specification of the services to be provided</u> .....	Error! Bookmark not defined.
<u>5 Constraints on how the Supplier Provides the Goods</u> .....	Error! Bookmark not defined.
<u>5.1 Programming constraints</u> .....	Error! Bookmark not defined.
<u>5.2 Work to be done by the Delivery Date</u> .....	Error! Bookmark not defined.
<u>5.3 Marking the goods</u> .....	Error! Bookmark not defined.
<u>5.4 Constraints at the delivery place and place of use</u> .....	Error! Bookmark not defined.
<u>5.5 Cooperating with Others</u> .....	Error! Bookmark not defined.
<u>5.6 Services &amp; other things to be provided by the Purchaser or Supplier</u> .....	Error! Bookmark not defined.
<u>5.7 Management meetings</u> .....	Error! Bookmark not defined.
<u>5.8 Documentation control</u> .....	Error! Bookmark not defined.
<u>5.9 Health and safety risk management</u> .....	Error! Bookmark not defined.
<u>5.10 Environmental constraints and management</u> .....	Error! Bookmark not defined.
<u>5.11 Quality</u> .....	Error! Bookmark not defined.
<u>5.12 Invoicing and payment</u> .....	Error! Bookmark not defined.
<u>5.13 Insurance provided by the Purchaser</u> .....	Error! Bookmark not defined.
<u>5.14 Contract change management</u> .....	Error! Bookmark not defined.
<u>5.15 Provision of bonds and guarantees</u> .....	Error! Bookmark not defined.
<u>5.16 Records of Defined Cost, payments &amp; assessments of compensation events to be kept by the Supplier</u> .....	Error! Bookmark not defined.
<u>6 Procurement</u> .....	Error! Bookmark not defined.
<u>6.1 Subcontracting</u> .....	Error! Bookmark not defined.
<u>6.1.1 Preferred subcontractors</u> .....	Error! Bookmark not defined.
<u>6.1.2 Limitations on subcontracting</u> .....	Error! Bookmark not defined.
<u>6.1.3 Spares and consumables</u> .....	Error! Bookmark not defined.
<u>6.1.4 Other requirements related to procurement</u> .....	Error! Bookmark not defined.
<u>6.1.5 Cataloguing requirements by the Supplier</u> .....	Error! Bookmark not defined.
<u>7 List of drawings</u> .....	Error! Bookmark not defined.
<u>7.1 Drawings issued by the Purchaser</u> .....	Error! Bookmark not defined.
<u>C3.2 Supplier's Goods Information</u> .....	Error! Bookmark not defined.

## 1 Overview and purpose of the goods and services

A Power plant operates with various equipment spares which are subjected to amount of wear. The purpose of this contract is to make provision for the supply and delivery of various C&I Critical spare products to be kept as inventory for ongoing operations readily available to meet maintenance requirements.

## 2 Specification and description of the goods

Below the spares to be procured under this goods information. Each spare is identifiable by means of component/part description, part number. Where the information available on the spares list or that supplied by materials management as catalogued is not sufficient to positively identify the applicable spare, the *Supplier* shall notify the *Employer* such that the *Employer* can assist the *Supplier* in identifying the correct spares.

The spares to be provided to be the same as the original component, in all technical respects, as those utilised on the equipment it is intended for. This includes, but is not limited to, design (including dimensions and material specifications) and manufacturing (including manufacturing processes, standards and acceptance testing).

The *Supplier* shall be liable to replace a supplied spare that is found to be defective and/or wrong.

Item No.	Short Description	Eskom Material No	Long Description	Lead Time (will be updated at time of award)
1	TRANSMITTER DP:0-25 BAR; O/P 4-20 MA	234099	TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-25 BAR, OUTPUT: 4-20 MA, SUPPLY: 10.5-45 V DC, CONNECTION: 1/4 IN-18NPT, SPECIFICATION: IEC 61518; SUPPL P/N: PMD75-ABJ7B31DAAA; TO BE USED FOR UNIT REFURBISHMENT	
2	TRANSMITTER DP:0-25 MBAR; O/P 4-20 MA	234101	TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-25 BAR, OUTPUT: 4-20 MA, SUPPLY: 10.5-45 V DC, CONNECTION: 1/4 IN-18NPT, SPECIFICATION: IEC 61518; SUPPL P/N: PMD75-ABJ7B31DAAA; TO BE USED FOR UNIT REFURBISHMENT	
3	POSITIONER VLV:PNEUMATIC; 5-6 BAR	629809	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 5-6 BAR, INPUT: 4-20 MA; SERIES: LOGIX500; PNEUMATIC CONNECTION: 1/4IN; ELECTRIC CONNECTION: M20X1.5; FLAT INDICATOR; LCD DISPLAY; 4-20MA FEEDBACK REED SWITCH; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
4	THERMOCOUPLE:K;6 MM;520 MM; 0-1100 DEG C	155567	THERMOCOUPLE: TYPE: K, SHEATH DIAMETER: 6 MM, DESIGN LENGTH: 520 MM, TEMPERATURE RANGE: 0-1100 DEG C, SHEATH MATERIAL: SS GR 316, JUNCTION: SINGLE, WIRES: 2; WITH POTTING ADAPTOR; 1/4 IN OD; COMPLETE WITH 75MM TAIL; WIRE SIZE 1MM; LEADS 75	
5	KIT:BASIC MATIC	577135	KIT: TYPE: BASIC MATIC CONTROLS,	

	CONTROLS; THYRISTORS		APPLICATION: USED FOR AUMA ACTUATORS, COMPRISING: THYRISTORS; MANUF P/N: AM01.1; 380VAC; 1.5KW THYRISTOR FOR POWER CLASS B1/B2; TP140/101; MSP1110KC3-A18EB; COMPLETE WITH 4- 20MPA ANALOGUE POSITION FEEDBACK	
6	KIT:AM02.1; BASIC MATIC CONTROLS	577136	KIT: TYPE: BASIC MATIC CONTROLS, APPLICATION: USED FOR AUMA ACTUATORS, COMPRISING: THYRISTORS; MANUF P/N: AM01.1; 380VAC; 1.5KW THYRISTOR FOR POWER CLASS B1/B2; TP140/101; MSP1110KC3-A18EB; COMPLETE WITH 4- 20MPA ANALOGUE POSITION FEEDBACK	
7	KIT:CONTROL; ACTUATOR; THYRISTORS	598478	KIT: TYPE: CONTROL, APPLICATION: ACTUATOR, COMPRISING: THYRISTORS; BASIC MATIC; 380 VAC THYRISTORS; 5.5KW THYRISTOR FOR POWER CLASS B1/B2; TP010/101; MPS 1110KC3-X18EB; COMPLETE WITH POSITION FEEDBACK; SA/SAR.2 RANGE	
8	TRANSDUCER: POSITION;I/P 0-24 VDC;4.2 W	236292	TRANSDUCER: TYPE: POSITION, INPUT: 0-24 V DC, OUTPUT: 20-28 VDC 4-20 MA, POWER SOURCE: 4.2 W; SUPPL P/N: BTL5-E17-M0100- B-S32; SUPPL P/N: BTL-P-1013-4R; USED FOR UNIT REFURBISHMENT	
9	POSITIONER VLV:LOGIX-500; MAX 6 BAR	623929	POSITIONER, VALVE: TYPE: ELECTROPNEUMATIC, SUPPLY PRESSURE: MAX 6 BAR, INPUT: 4-20 MA; SUPPL P/N: 500; REFERENCE NO: 510+37-W2D3F0-00-1102; 1/4IN PNEUMATIC CONNECTION; M20X1.5 ELECTRICAL CONNECTION; FLAT INDICATOR; LCD DISPLAY; REED SWITCHES; LOGIX; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
10	POSITIONER VLV:PNEUMATIC; 800 KPA	134180	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 800 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR5310-0NG00-0AA0; SUPPLIER NOTE - THE ITEM MUST BE ORIGINAL PROTECTIVE PACKED AND MARKED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
11	POSITIONER VLV:ELECTROPNEUMA TIC; 800 KPA	175102	POSITIONER, VALVE: TYPE: ELECTROPNEUMATIC, SUPPLY PRESSURE: 800 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR 4004-8J; SUPPL P/N: 6DR 5320-0NG00-0AA0; DOUBLE ACTING, 4 WIRE SYSTEM, 24 VDC, WITHOUT HART COMMUNICATION, NOTE - THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED, COMPLETE WITH FEEDBACK MODULE IY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
12	MODULE FEEDBACK UNIT	175836	MODULE: TYPE: FEEDBACK UNIT, APPLICATION: SIEMENS POSITIONER SIPART	

			PS2; MANUF P/N: 6DR4004-8J	
13	SWITCH FLW:SS; 24 VDC;NPT 1/2 IN	238773	SWITCH, FLOW: MATERIAL: SS, POTENTIAL: 24 V DC, RANGE: 0.03-1.5 M/S; 207 BAR, CONNECTION: NPT 1/2 IN; SUPPL P/N: TD1 2D00 031-TMM AO10 003; OUTPUT: 4-20 MA; USED FOR UNIT REFURBISHMENT	
14	ANALYZER GAS:OXYGEN PROBE;LG 250 MM	209825	ANALYZER, GAS: TYPE: OXYGEN PROBE, DIMENSIONS: LG 250 MM; MODEL NUMBER: 1231-250-FILI-WPP, NOVATECH BRAND, WITH BUILD-IN HEATER, DUAL FILTER AND QUICK DISCONNECT PLUG, POWER SOURCE: 220VAC; RANGE: 0-100	
16	PYROMETER: FLAME OUT	155552	PYROMETER: TYPE: FLAME OUT, RANGE: 400-840; 500-1000 DEG C; REFERENCE NO: M250-A1 F	
17	PROBE: CONDUCTIVITY; 15 MM; LG 75 MM;SS	220833	PROBE: TYPE: CONDUCTIVITY, DIAMETER: 15 MM, LENGTH: 75 MM, RATING: RATING 0-20 MS/CM (KF0.01), MATERIAL: SS; SUPPL P/N: CLS15-A1A1A; RATING KF0.01, NONE CABLE LENGTH, TWO ELECTRODE FOR PURE AND ULTRAPURE WATER APPLICATIONS; CELL CONSTANT: 0-20 MS/CM; CELL	
18	ANALYZER GAS:OXYGEN / HUMIDITY; ZIRCONIA	664321	ANALYZER, GAS: TYPE: OXYGEN/HUMIDITY; APPLICATION: COMBUSTION PROCESS CONTROL; SPECIFICATION: ZIRCONIA; SUPPL P/N: ZR22G-040-S-E-C-R-M-E-A; DETECTOR; PROBE LG: 0.4M; PROBE MATERIAL: SS 316; MOUNT: FLANGE DN50 PN10 SS 304	
19	TRANSMITTER FLOW; ROTAMASS, 0-100/0- 4BAR	689538	TRANSMITTER, FLOW: TYPE: ROTAMASS, RANGE: 0-100/0-4 BAR, OUTPUT: 4-20 MA, SUPPLY: 100-240 V AC, APPLICATION: LIQUID SULPHUR MEASUREMENT, ENCLOSURE: STAINLESS STEEL; OEM P/N: RCUN10K-25BA11-2C7F-FF11-2-JA1/K2/T31/L005, ; CALIBRATION COEFFICIENT: SPT, INSULATION CLASS: T21 + VENTILATION, MEDIUM: -50 TO 260 DEG C; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
20	POSITIONER VLV:PNEUMATIC, 600 KPA	207794	POSITIONER, VALVE: TYPE: PNEUMATIC, SUPPLY PRESSURE: 600 KPA, INPUT: 4-20 MA; SUPPL P/N: 6DR50200NG000AA0; THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
21	POSITIONER VLV: LOGIX-500SI; MAX 6 BAR	248315	POSITIONER, VALVE: TYPE: LOGIX 500SI DIGITAL; SUPPLY PRESSURE: 5-6 BAR; INPUT: 4-20 MA; SUPPL P/N: 510SI 15-W2DSE-FOF1-000; MATERIAL: PVC; OUTPUT CONNECTION: G1/4IN; INPUT CONNECTION: NPT 1/4IN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	

22	TEMPOSONIC SENSOR STABLE PROFILE, 0-150MM,36V,2M	256211	SENSOR: TYPE: STABLE PROFILE, RANGE: 0-150 MM, RATING: 36 V, MOUNT: BRACKET, CABLE LENGTH: 2 M; SUPPL P/N: GPS0150MR021A0; MAGNET SLIDER JOINED AT TOP; ANALOG MEASURING; PVC CABLE WITHOUT CONNECTOR OPTION R01-R10(1-10M), LINEAR ABSOLUTE MEASUREMENT; PROGRAMMABLE	
24	TRANSDUCER: MICROPHONE LINEAR; I/P 0-24 V	235973	TRANSDUCER: TYPE: MICROPHONE LINEAR, INPUT: 0-24 V, OUTPUT: 0-10 V, POWER SOURCE: 150 MA; SUPPL P/N: BTL7-E170-M0200-B-S32-BTL-P-1013-4R; NOMINAL LENGTH +/-4000 MM, WEIGHT CA.2 KG/M, HOUSING ANODIZED ALUMINIUM, PRESSURE TUBE STAINLESS STEEL 1.4571	
25	MODULE: AMPLIFIER; I/P 4-20 MA;24 VDC	557530	MODULE: TYPE: AMPLIFIER, INPUT: 4-20 MA, OUTPUT: -10 TO 10 V, POWER SOURCE: 24 V DC; MANUF P/N: EEA-PAM-535-D-32	
26	AMPLIFIER: MONITOR UNIT, I/P 0-20 MA,24	646832	AMPLIFIER: TYPE: MONITOR UNIT, INPUT: 0-20 MA, OUTPUT: 4-20 MA, POWER: 24 V DC; SUPPL P/N: LPDC2462A; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	
27	SENSOR:TUBE LEAK; 24 VDC	148759	SENSOR: TYPE: TUBE LEAK, RATING: 24 V DC; SUPPL P/N: FFT-HA-3; COMPLETE WITH INSPECTA HEAD AMP AND BOX, FOR BOILER TUBE LEAK DETECTION; NOTE, THE ITEM MUST BE PROTECTIVE PACKED	
32	FLANGE PIPE:PVC;FF;SPEC CL 9;150 MM	206656 Designed sector	FLANGE, PIPE: MATERIAL: PVC, STYLE: FF, SPECIFICATION: CL 9, FLANGE DIAMETER: 150 MM; SUPPL P/N: RVO.FFI.500; TYPE BAYETE; SIZE: 50MM	
34	PIPE:ID 50 MM;LG 6 M;PVC;GLUED	206654 Designed sector	PIPE: INSIDE DIAMETER: 50 MM, LENGTH: 6 M, MATERIAL: PVC, ENDS: GLUED; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: CL9	
35	ASSY:PIPE;TUBE LEAK;PVC	55521 Designed sector	ASSEMBLY: TYPE: PIPE, APPLICATION: TUBE LEAK, MATERIAL: PVC; SUPPL P/N: FFT-PVC; FOR INSPECTA BOILER TUBE LEAK DETECTION	
36	VALVE BALL:50 MM;10 BAR;210 DEG C;GLUE	206651 Designed sector	VALVE, BALL: VALVE SIZE: 50 MM, DESIGN RATING: 10 BAR, TEMPERATURE RATING: 210 DEG C, CONNECTION: GLUE, BODY MATERIAL: PVC, FACE TO FACE LENGTH: 135 MM, OPERATED: MANUAL, STYLE: 2 WAY, TRIM: BALL PVC; SEAT NYLON, TYPE: BAYETE; SUPPL P/N: VSA 18I 500	
37	UNION PIPE:50 MM;GLUE X THD;PVC;10 BAR;A	206655 Designed sector	UNION, PIPE: SIZE: 50 MM, CONNECTION: GLUE X THD, MATERIAL: PVC, RATING: 10 BAR, GRADE: A; SUPPL P/N: RVO.BOI.500; CLASS 9, TYPE BAYETE	
38	WYE PIPE:50 MM;GLUE;PVC;10 BAR;SPEC CL 9	206653 Designate d Sector	WYE, PIPE: SIZE: 50 MM, CONNECTION: GLUE, MATERIAL: PVC, RATING: 10 BAR, SPECIFICATION: CL 9, GRADE: A; SUPPL P/N: RVO.T11.4500; TYPE BAYETE	
39	ADHESIVE	160308	ADHESIVE: TYPE: CEMENT; CONTAINER: CAN	

	CEMENT, CAN 200 G,LIQD		200 G; PHYSICAL FORM: LIQUID; SUPPL P/N: TENSOL 12; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	
41	COMPUTER: MUXBOX;TUBE LEAK DETECTION	253271	COMPUTER: TYPE: MUXBOX; APPLICATION: TUBE LEAK DETECTION; VER 4-32	
42	MAGNET:251 416-2;OPEN RING- U	715030	MAGNET: TYPE: OPEN RING- U; DIMENSIONS: ID13.5 X OD33 MM; MATERIAL: FERROMAGNETIC; OEM P/N: 251 416-	
43	POSITIONER:MICRO PLUSE;STL	678904	POSITIONER: TYPE: MICRO PLUSE; MATERIAL: STL; SUPPL P/N: BTL0J5U; BTL-7E501-M0060-B-SA316-KA05; USB-	
44	POSITIONER:MICRO PLUSE M0100	725307	POSITIONER: TYPE: MICRO PLUSE M0100; MATERIAL: STAINLESS STEEL; SUPPL P/N: BTL7-E501-M0100-B-SA316-K	

## 2.1 **Purchaser's design**

Not applicable to this contract

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

Not applicable to this contract

## 2.3 **Other requirements of the Supplier's design**

Not applicable to this contract

## 2.4 **Use of Supplier's design**

Not applicable to this contract

## 2.5 **Manufacture & fabrication**

Not applicable to this contract

## 2.6 **Factory acceptance testing (FAT)**

Not applicable to this contract

## 2.7 **Other tests and inspections and commissioning in place of use**

Not applicable to this contract

## 2.8 **Operating manuals and maintenance schedules**

Material data sheets should include storage procedure as well as maintenance philosophies and to be submitted upon delivery of all goods

## 3 **Supply Requirements**

The following are Supplier requirements:

- The *Supplier* will ensure that the correct spare is supplied and will replace or be liable for damage at his/her cost if the incorrect or defective spare/s is supplied. The costs may include, but not limited to, repairs and/or replacement as a result of a defective or incorrect spare.

- b) The *Employer's* (i.e. Eskom Holdings SOC) acceptance of delivered spare/s does not absolve the *Supplier's* of the liability to supply the correct and/or defect free spare.
- c) The *Supplier* may, at the *Employer's* discretion, be given access to the plant to verify the information of the installed spare.
- d) The spare must be exactly the same (i.e. same Part Number) as specified on this goods information and the part number will also be used to perform quality control checks. ***Notwithstanding the stipulated condition that the Supplier is responsible for verifying the correctness of the spares information provided by the Employer in relation to the existing installed spare. This may include the Supplier consulting the original supplier of the spare to ensure correctness of information (e.g. part numbers) provided by the Employer.***
- e) The *Employer* may at his/her discretion make the *Employer's* Engineer or employees or *others* available to the *Supplier* for the purpose of soliciting additional information or verifying information as the need arises.
- f) The *Supplier* will supply any additional information such as brochure, general arrangement drawing, certificates, detailed specification, etc.
- g) The *Supplier* shall supply preservation and storage procedure/s, where applicable.
- h) The Spares Procurement limit over five (year) period, indicated by the *Employer* is the maximum number the *Employer* may require the *Supplier* to supply over the contract period. However, the *Supplier* may only supply the quantity as specified by the *Employer* in the individual order instruction and does not imply that the *Supplier* is entitled to supply the total number indicated in the Spares Procurement Limit over five (year) Period.
- i) The *Employer* reserves the right to exclude the supply of some spares items included in the contract with the *Supplier* should the *Employer* become aware that National Supply Contract exists or is placed by the *Employer* with Others in respect to those specific spares items.
- j) If deemed necessary, the *Employer* will arrange with the *Supplier* to do a quality assurance assessment at the *Supplier's* or sub-*Supplier's* premises at any time during the contract period.
- k) Where the spare requires testing, the *Supplier* will inform the *Employer* to invite or make available the *Employer's* System Engineer to witness the tests.
- l) Should the *Employer* be dissatisfied with all or certain aspects relating to a specific spare tests (including but not limited to suspected inferior quality or non-compliance) the *Supplier* will make good, rectify the faults or supply a new spare at his/her cost.
- m) Complete price breakdown must be supplied with the quotation and must include the cost of transport to Kriel Power Station. However, the *Employer* reserves the right to use the *Employer's* own transport.
- n) Spares will be opened for inspection, counting and quality control check at the *Employer's* stores.
- o) The *Employer* has provided order to assist the *Supplier* to meet the requirements of the Work to be performed by the *Supplier*.
- p) The *Employer* may make clarification sessions available to either prospective *Supplier/s* in order to further assist the prospective *Supplier/s* to meet the requirements of the Work to be performed by the *Supplier*.

- q) *The Employer* reserves the right to exclude the supply of some spares items included in the contract with the *Supplier*, should the *Employer* become aware that the National Supply Contract exists or is placed by the *Employer* with others in respect to those specific spares items.
- r) *Supplier* to communicate lead times beyond the agreed delivery period within 7 working days from purchase order received.

#### 4 Specification of the services to be provided

As per Table on heading 2

##### Replacement Parts Upgraded/Modified

Where equipment or spares, including the whole assembly, have been upgraded / modified the *Supplier* shall indicate this to the *Employer* as part of the tender. The *Employer* shall be made aware immediately where the upgrade/modification to the component is only identified subsequent to the tender being issued. The detailed compatibility to the existing component shall be indicated.

If the components to be supplied will be obsolete, or envisaged to be obsolete, in the coming 5 years subsequent to tender being issued, the *Supplier* shall indicate this to the *Employer* and indicate viable alternatives thereof.

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

Spares are to be transported and packaged in a manner that would ensure that the spares usability or functional integrity is retained and in line with other requirements stipulated in this document. Deliveries to be made at Kriel Power Station Stores Receiving, Bethal Ogies Road Kriel 2271.

All required spares to be delivered to the *Employer* 4 weeks from the day the purchase order is placed by the *Employer*. The *Employer* may request, in writing, that a spare be expedited quicker if its delivery in 4 weeks may lead to a delay that may result in undesirable consequences (loss of production, loss of revenue and/or safety to personnel or environment) to the *Employer*. Also refer to the specific lead time per material item reflected in the technical specification item list table.

The following information to be provided with the spares:

- Documentation detailing the technical characteristics of the procured spare item. This may be in the form of data sheet or brochure. The *Employer* reserves the right to reject the documentation if it is not deemed sufficient
- Any other additional information that has not been specified on the WI but necessary for storage, installation and utilisation of spares where applicable
- Supply preservation and storage procedures of goods, where applicable
- Any spares information which has been omitted which is deemed relevant for spares identification, storage, maintenance, etc.
- In instances where the *Supplier* uses another company, other than the item OEM, to provide required information, this to be declared in advance to the *Employer*.

## Packaging

All supplied spares shall be packaged in such a manner that they may be transported and stored for an extended period of time without resulting in damage to the packaged components. This includes preventing damage due to moisture ingress, especially for electronic components. Where possible, silica gel/desiccant may be included to ensure protection against moisture for at least 3 months. However, this inclusion should not lead to damage to the component.

Different spare types shall be packaged separately such that each spare type can be stored separately. Packaging shall be such that the spare can be identified without opening the packaging. Packaging shall be of material that will not be damaged, to an extent possible, by harsh weather conditions during transportation. If that is not possible, then the packaging shall be protected against such conditions.

Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.

Delivery packaging to have the following details on it:

- Order number
- Physical address of Kriel Power Station
- Delivery note number

## Exclusions

The following shall be noted as exclusions as per this goods dcf information:

- The *Supplier* shall not supply offloading facilities during delivery of spares
- The *Supplier* shall not be responsible for the storage of spares after acceptance at delivery by *Employer*
- Subcontracting shall not be permitted, unless declared and accepted prior to contract placement

## Acceptance Of Spares

- No incorrect, damaged or faulty spares will be accepted.
- All the spares will be inspected before payment could be processed.
- Data capturing forms information must be supplied and must meet an acceptable level.
- Where applicable; test certificates, material certificate, manuals, data sheet and signature shall be provided as required.

### 5.1 Programming constraints

- a) The *Supplier* submits a program to the *Supply Manager* as per the agreed lead times during negotiations which covers all milestones of the manufacturing process up to delivery to site.
- b) The *Supplier* shares the program two (2) days after placement of each order to the *Supply Manager* for acceptance

### 5.2 Work to be done by the Delivery Date

The agreed delivery date of the goods is the date after all the Quality Control Processes and correction of defects.

### 5.3 Marking the goods

No need to mark good except that the supplier must submit material data sheets for all goods supplied

#### 5.4 Constraints at the delivery place and place of use

- a) All deliveries should be arranged to be within Kriel Power Station normal working hours as stipulated in section 3 of this document.
- b) Kriel Power Station site access will be adhered to. The *Supplier* informs the Purchaser timeously to make all necessary arrangement.

#### 5.5 Cooperating with Others

- a) The *Supplier* cooperates with the stores personnel during delivery.
- b) The *Supplier* cooperates with the Purchasers team in ensuring that the goods are delivered in accordance with all requirements

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

- a) As per Heading 3 (Supply requirements)
- b) As per Heading 4 (Specification of the service to be provided)
- c) The availability of rigging equipment, cranes or forklift and the relevant operators must be confirmed with the Kriel Power Station (*Supply manager*) before dispatching the goods.
- d) The Supplier provides offloading people to assist with offloading at receiving. NB: It is recommended that the Supplier offloading team names be part of the valid approved safety file if possible.

#### 5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Quarterly or as and when urgent need arises	either face to face or virtual at a convenient venue	<i>Purchaser</i> , <i>Supplier</i> , and Cross functional team members
Contract risk reduction or Early warning meeting	When the need arises	TBC	<i>Purchaser</i> , <i>Supplier</i> , and CFT

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

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

#### 5.8 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the email itself. The following documentation to be submitted with delivery.

- a. Storage procedures
- b. Material data sheets

The information for spares to be provided will either be in electronic format or hard copy. Other information provided with each spare to be either in electronic format or hard copy. Information provided to be documented in such a manner that the information for each spare will be easily identifiable. All documentation supplied shall bear the OEM's official name and logo.

## 5.9 Health and safety risk management

- a) The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any goods for this contract.
- b) The *Supplier* shall comply with site health and safety requirements for Kriel Power Station when delivering goods.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the *Purchaser's Manager* In line with the SHE specification
- d) The *Supplier* submits safety file for approval before access is granted
- e) The *Supplier* maintains the safety file validity in line with site requirements
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.
- g) Supplier to update their safety file yearly and each time they make changes on their staff or personnel
- h) The Supplier ensures that when changing a team member, the new team gets inducted and all process of safety file approval is adhered to- before gaining access to site

The *Supplier* shall comply with the health and safety requirements contained in Annexure A of the Invitation to Tender

## 5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints when doing deliveries at Kriel Power Station premises regarding:

- a) The vehicle used for delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The material used for supporting the *goods* being delivered are correctly disposed and are without harm to environment. The *Supplier* must comply with site Environmental management plan (EMP) and other requirement.
- c) The *Supplier* complies with Environmental aspect and impact register.
- d) The Supplier complies with all site's environmental management procedures, especially the waste management and oil spillages

## 5.11 Quality

- a) The *Supplier* compiles the baseline Quality Control plan
- b) Quality Control Plan (QCP) must be approved by both the *Suppliers*, Eskom engineer and QC inspector before commencing with any deliveries at the beginning of the contract
- c) Material certificates, mechanical testing certificate and NDT certificates should be part of the data package accompanying the QCPs.
- d) All delivered goods will be subjected to QC verification by an Employer's Quality personnel at receiving at per detailed item description found in heading 2 table
- e) The *Supplier* must comply with Eskom's Supply Quality Management Specification (Document No: 240-105658000) and ISO 9001:2015 requirements.
- f) The *Employer* will on frequent basis conduct the *Supplier's* performance/ compliance in accordance to QM 58 and ISO 9001 and NCR will be raised for non-compliance

The *Supplier* shall comply with the quality criteria and constraints contained in Annexure C of the Invitation to Tender

## 5.12 Invoicing and payment

- No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt in the system. The Goods Receipt serves as the approval of payment.
- Invoices must be delivered to the Eskom Documentation Centre (email to: [Invoiceseskocomlocal@eskom.co.za](mailto:Invoiceseskocomlocal@eskom.co.za)) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:

Eskom Holdings SOC Ltd

Reg. No. 2002/015527/30

Kriel Power Station

Accounts Payable, Private Bag X5009, Kriel 2271

Email to: [Invoiceseskocomlocal@eskom.co.za](mailto:Invoiceseskocomlocal@eskom.co.za)

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs. Invoices to reflect the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

## Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

## 5.13 Insurance provided by the *Purchaser*

Not applicable to this contract

## 5.14 Contract change management.

The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the purchaser's manager.

## 5.15 Provision of bonds and guarantees

Not Applicable to this contract

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

Early warning to be given by any of the parties as soon either becomes aware of matters that could increase the total of total prices, delay completion etc. All the compensation events will be implemented through the raising of an early warning. See NEC Core clause 16.1 and 63.1 and 63.2

# 6 Procurement

## 6.1 BBBEE

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

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

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the service.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 SC penalty/termination clauses

### Other requirements related to procurement

#### Supplier Development Localisation and Industrialisation (SDL&I)

##### Local Content (DTI)

Designated material threshold local content for PVC 100% OR Department of Trade and Industry Exempt Letter

Item Description	Eskom stock material number reference	Technical description
FLANGE PIPE:PVC;FF;SPEC CL 9;150 MM	Eskom Ref. 206656	FLANGE, PIPE: MATERIAL: PVC, STYLE: FF, SPECIFICATION: CL 9, FLANGE DIAMETER: 150 MM; SUPPL P/N: RVO.FFI.500; TYPE BAYETE; SIZE: 50MM
PIPE:ID 50 MM;LG 6 M;PVC;GLUED	Eskom Ref. 206654	PIPE: INSIDE DIAMETER: 50 MM, LENGTH: 6 M, MATERIAL: PVC, ENDS: GLUED; MAXIMUM OPERATING PRESSURE: 10 BAR; RATING: CL9
ASSY:PIPE;TUBE LEAK;PVC	Eskom Ref. 55521	ASSEMBLY: TYPE: PIPE, APPLICATION: TUBE LEAK, MATERIAL: PVC; SUPPL P/N: FFT-PVC; FOR INSPECTA BOILER TUBE LEAK DETECTION
VALVE BALL:50 MM;10 BAR;210 DEG C;GLUE	Eskom Ref. 206651	VALVE, BALL: VALVE SIZE: 50 MM, DESIGN RATING: 10 BAR, TEMPERATURE RATING: 210 DEG C, CONNECTION: GLUE, BODY MATERIAL: PVC, FACE TO FACE LENGTH: 135 MM, OPERATED: MANUAL, STYLE: 2 WAY, TRIM: BALL PVC; SEAT NYLON, TYPE: BAYETE; SUPPL P/N: VSA 18I 500

UNION PIPE:50 MM;GLUE X THD;PVC;10 BAR;A	Eskom Ref. 206655	UNION, PIPE: SIZE: 50 MM, CONNECTION: GLUE X THD, MATERIAL: PVC, RATING: 10 BAR, GRADE: A; SUPPL P/N: RVO.BOI.500; CLASS 9, TYPE BAYETE
WYE PIPE:50 MM;GLUE;PVC;10 BAR;SPEC CL 9	Eskom Ref. 206653	WYE, PIPE: SIZE: 50 MM, CONNECTION: GLUE, MATERIAL: PVC, RATING: 10 BAR, SPECIFICATION: CL 9, GRADE: A; SUPPL P/N: RVO.T11.4500; TYPE BAYETE

### **Corporate Social Investment (CSI)**

Participation in a contribution to the Kriel area local community per invoice value.

In co-operation with the relevant Kriel Committee, the contractor will be approached to contribute the CSI value at the time towards a project on the identified list. The contractor will be directly involved.

Criteria	Eskom Target
CSI	2% per invoice value

### **Cataloguing requirements by the *Supplier***

Not Applicable to this Contract (All items are stock items)

### **Subcontracting**

#### **Preferred subcontractors**

Should sub-contracting be considered it to be selected from the groups below:

- An EME or QSE which is at least 51% owned by black people.
- An EME or QSE which is at least 51% owned by black people who are youth.
- An EME or QSE which is at least 51% owned by black people who are women.
- An EME or QSE which is at least 51% owned by black people with disabilities.
- An EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- A cooperative which is at least 51% owned by black people.
- A EME or QSE which is at least 51% owned by black people who are military veterans

#### **Limitations on subcontracting**

Not applicable to this contract

#### **Spares and consumables**

Not Applicable to this contract

## **7 List of drawings**

### **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
<u>None</u>		

## 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.