



NEC3 Supply Contract (SC3)

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

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

for **SUPPLY AND DELIVERY OF FANS ON AN AS AND
WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE
(5) YEARS AT KUSILE POWER STATION**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Supply and delivery of Fans on an as and when required basis for the period of five (5) years at Kusile Power Station

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) _____
 Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station Manager: Kusile

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____
 Name _____
 Capacity _____
 On behalf of *(Insert name and address of organisation)* _____
 Name & signature of witness _____
 Date _____

Power Station Manager: Kusile
Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 13 295 9879
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	Amander Mngomezulu
	Address	Eskom Holdings SOC Ltd Kusile Power Station R545 Kendal/Balmoral RD Haartebeefontein Farm Witbak
	Tel	+27 13 295 9879

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

	Fax	N/A	
	e-mail	MngomeAP@eskom.co.za	
11.2(13)	The <i>goods</i> are	SUPPLY AND DELIVERY OF FANS.	
11.2(13)	The <i>services</i> are	Supply and delivery to Kusile Power Station	
11.2(14)	The following matters will be included in the Risk Register	Delays on delivery	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	5 working days	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	As per task order
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	On request	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	N/A	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	N/A	
4	Testing and defects		
42	The <i>defects date</i> is	1 week after delivery	
43.2	The <i>defect correction period</i> is	4 weeks	
	except that the <i>defect correction period</i> for	N/A	
	and the <i>defect correction period</i> for	N/A	
42.2	The <i>defects access period</i> is	2 days	
	except that the <i>defect access period</i> for	N/A	
	and the <i>defect access period</i> for	N/A	
5	Payment		

50.1	The <i>assessment interval</i> is	Assesment will be done after every delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Offloading of goods at delivery place. 2. Quality problems 3. Delivery delays 4. Industrial Actions 5. Rainfall 6. Community strikes
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	total of the Prices
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	total of the Prices
88.5	The <i>end of liability date</i> is	years after Delivery of the whole of the <i>goods</i> and <i>services</i>.
9	Termination and dispute	

resolution		
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	[•]	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		[•]	Index prepared by
		[•]	[•]
		[•]	[•]
		[•]	[•]
		[•]	[•]
		10	non-adjustable
		100	
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	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day

Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom
Z1	Cession delegation and assignment	
	<p>Z1.1 The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i>.</p>	
	<p>Z1.2 Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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.</p>	
Z2	Joint ventures	
	<p>Z2.1 If the <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.</p>	
	<p>Z2.2 Unless already notified to the <i>Purchaser</i>, the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.</p>	
	<p>Z2.3 The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.</p>	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
	<p>Z3.1 Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.</p>	
	<p>Z3.2 The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i>.</p>	
	<p>Z3.3 Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.</p>	
	<p>Z3.4 Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> 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.</p>	
Z4	Confidentiality	
	<p>Z4.1 The <i>Supplier</i> 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 <i>Supplier</i>, enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.</p>	
	<p>Z4.2 If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i>.</p>	
	<p>Z4.3 In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i>, to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> 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 <i>Supplier</i> may disclose that portion of the information which</p>	

it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

- Insurance by the Purchaser 87**
- 87.1** The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

measurements to verify validity of results.

- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

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

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

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

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

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

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

<p>1. The requirements for the supply are</p>	<p>Constraints (see clause 11.2 (5))</p> <ul style="list-style-type: none"> • No compensation is payable if the <i>Supplier</i> arrives on site without prior arrangement with the <i>Purchaser</i>. • All goods shall be delivered to the Main stores • The <i>Purchaser</i> has the right to refuse acceptance of any consumables which in the opinion of <i>Purchaser</i>, does not meet the requirements specified and will have a detrimental effect on equipment/plant performance. • The <i>Supplier</i> ensures that all items to be supplied are to the standard and quality accepted by the <i>Purchaser</i> and ensures that they are suitable for the purpose intended for by the manufacturer. • Material (TEST) certificates as well as complete data packs will be submitted with all the Fans delivered to site. • The <i>Supplier</i> shall have no claim against the <i>Purchaser</i> in respect of delay due to the above constraints. 	
<p>2. The requirements for transport are</p>	<p><i>Supplier</i> is responsible for transporting the <i>goods</i> to the delivery place.</p>	
<p>3. The delivery place is</p>	<p>Kusile Power Station - Main Stores</p>	
<p>4. Actions of the Parties during supply</p>	<p>Action</p>	<p>Party which does it</p>
	<p>Giving notice of Delivery</p>	<p>Supplier</p>
	<p>Checking packing and marking before dispatch</p>	<p>Supplier</p>
	<p>Contracting for transport</p>	<p>Supplier</p>
	<p>Pay costs of transport</p>	<p>Supplier</p>
	<p>Arrange access to delivery place</p>	<p>Purchaser</p>
	<p>Loading the <i>goods</i></p>	<p>Supplier</p>
	<p>Unloading the <i>goods</i></p>	<p>Purchaser</p>
<p>For international procurement</p>	<p>Undertake export requirements</p>	
	<p>Undertake import requirements</p>	
<p>5. Information to be provided by the <i>Supplier</i></p>	<p>Title of document</p>	
	<p>Packing lists for cases and their contents</p>	
	<p>Copy of invoice for the <i>goods</i></p>	
	<p>Delivery Note</p>	
	<p>Material Certificates</p>	
<p>For international procurement</p>	<p>Licences, authorisations and other formalities associated with export of the <i>goods</i></p>	
	<p>Air Waybill or Bill of Lading with associated landing, delivery and forwarding order</p>	

	The Bill of Entry endorsed by the importation authority
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

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

Notes to a tendering supplier:

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

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

Clause	Statement	Data									
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.										
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:										
11.2(11)	The tendered total of the Prices is	R , (in words)									
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:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>									
1	[•]	[•]									
2	[•]	[•]									
31.1	The programme identified in the Contract Data is contained in:										

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

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

Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Item No	Material Number	Detailed Description	Unit	Total Quantity	Unit Price	Total Price
1	0040294	FAN, ELECTRIC: TYPE: AXIAL COOLING; SIZE: 150 MM; POTENTIAL: 240 VAC; VOLUME RATING: 96.4 LPS; SUPPL P/N: W2S130-AA0323; 50HZ 40W; 55MM HT	EA	125		
2	0571329	RACK, EQUIPMENT: TYPE: FAN; DIMENSIONS: 19 IN; MANUF P/N: M1000200	EA	10		
3	573119	ASSEMBLY: TYPE: SAF 40/23,2-2 (TWO-STAGE AXIAL FLOW FAN); APPLICATION: INDUCED DRAUGHT FAN; DIMENSIONS: DIA 3.982 (IMPELLER HUB DIAMETER) M; MATERIAL: STEEL; COMPRISING: SHAFT;BEARING;IMPELLER;HYDRAULIC;ACTUATOR; DRAWING NO: V7007742 REV 0; HNC 10/20 AN001; BLADES EXCLUDED; IMPELLER MOUNTED TO IMPELLER SHAFT AND HYDRAULIC ACTUATOR; DELIVER ON A STEEL STAND AND PRESERVE AGAINST CORROSION; PROVIDE MANUFACTURING DATABOOK	EA	10		
4	0573120	ASSEMBLY: TYPE: ANN-3200/1600B (SINGLE-STAGE AXIAL FLOW FAN); APPLICATION: FORCED DRAUGHT FAN; DIMENSIONS: HUB DIA 1.6 X SHAFT LG 2.283 M; MATERIAL: STEEL; COMPRISING: IMPELLER MOUNTED TO SHAFT; HYDRAULIC ACTUATOR AND ROTATING OIL SEAL; DRAWING NO: 1-14082-0 REV 0, 1-14092-0 REV 0; HLB10/20 AN001; BLADES EXCLUDED; DELIVER ON STEEL STAND, EXTERNALLY PRESERVED AGAINST RUST; ROTATING OIL SEAL PACKED SEPARATELY; IMPELLER MOUNTED TO IMPELLER SHAFT AND HYDRAULIC ACTUATOR; MANUFACTURING DATABOOK TO BE PROVIDED	EA	10		
5	0579220	FAN: TYPE: VENT; VOLUME RATING: 30 M3/MIN; MATERIAL: S235JR; DRIVER: ELECTRIC MOTOR; MANUF P/N: 199509/0005H	EA	10		
6	0583354	VENTILATOR: TYPE: FAN/FILTER UNIT; DIMENSIONS: 323 X 12.5 MM; CAPACITY: 22.05 DM3; MANUF P/N: SK3327.107; 700-720 M3/H; 230V; PANEL; RAL7035; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	10		
7	0583370	FAN, ELECTRIC: TYPE: AC AXIAL COMPACT; SIZE: DIA 250 MM; POTENTIAL: 230 VAC; CURRENT: 560-790 MA; VOLUME RATING: 1205 M3/HR; SPEED: 2550/2700 RPM; MATERIAL: AL; SPECIFICATION: EN60335-1; INSULATION CLASS: F; DIRECTION: ANTI CLOCKWISE; SERVICE FACTOR: S1; BLADE QUANTITY: 7; MANUF P/N: W2E250-HL06-01	EA	10		
8	0600213	FAN, ELECTRIC: TYPE: AC ACIAL; SIZE: 150 X 55 MM; POTENTIAL: 230 VAC; CURRENT: 190 MA; VOLUME RATING: 325 M3/HR; OEM P/N: 0108040058; EBMPAPST TYPE W2S130-AA03-01	EA	10		
9	0612208	FAN, ELECTRIC: TYPE: UPS; SIZE: DIA 150 MM; POTENTIAL: 230 VAC; CURRENT: 3 A; VOLUME RATING: 100 M3/MIN; TEMPERATURE CLASS: 40 DEG C; OEM P/N: 0108040058; 66.70VA/ 50 HZ	EA	10		
10	0618495	PAD, BRAKE: USAGE DESIGN: FORCE STOP; FAN/MOTOR; QUANTITY PER SET: 2; SENSOR: NONE; SPECIFICATION: SHD-60; DIMENSIONS: WD		10		

CONTRACT TITLE: SUPPLY AND DELIVERY OF FANS ON AN AS AND WHEN REQUIRED BASUS FOR A PERIOD OF FIVE YEARS (5) YEARS AT KUSILE POWER STATION.

		100 X LG 170 X THK 17MM; SUPPORTED BY 4 BOLTS; 4 THREADED HOLES; HOLE DIA: 10MM	EA			
11	0621491	BEARING, PLAIN: TYPE: PA FAN BEARING NDE; INSIDE DIAMETER: 160 MM; SHAPE: CYLINDRICAL; MATERIAL: WHITE METAL; SPECIFICATION: L3N 3457.96.97; DRAWING NO: B11244 REV 0; SUPPL P/N: HSR22/BKRT160/SD160/NDE; USED ON JOURNAL FORCED LUBRICATION BEARING	EA	10		
12	0621678	PAD, BRAKE: USAGE DESIGN: PA FAN; QUANTITY PER SET: 2; SENSOR: NONE; SUPPL P/N: BSAK-300DS-XXS-200	EA	10		
13	0629914	FAN, ELECTRIC: TYPE: COOLING; SIZE: SQ 323 MM; POTENTIAL: 230 VAC; CURRENT: 0.37 A; VOLUME RATING: 465 M3/HR; SPEED: 2720 RPM; MATERIAL: PLASTIC; DIRECTION: CLOCKWISE; SUPPL P/N: SK3243; ABB SOLE SOURCE IN PLACE EFFECTIVE 01/04/2016 TO 31/03/2022; KUSILE AGREEMENT DOCUMENT ATTACHED	EA	10		
14	0635396	FAN, ELECTRIC: TYPE: COOLING; SIZE: 181 MM; POTENTIAL: 400 VAC; CURRENT: 2.65 A; VOLUME RATING: 3900 M3/HR; SPEED: 1475 RPM; MATERIAL: SS; POLES: 4; DIRECTION: BI DIRECTIONAL; CLASSIFICATION: IP55; BLADE LENGTH: 601 MM; SUPPL P/N: TMR150-601N	EA	10		
15	0635420	FAN: TYPE: DIRECT COUPLED BACKWARD BLADED CENTRIFUGAL; DIMENSIONS: LG 1703 MM; VOLUME RATING: 2 M3/S; MATERIAL: STEEL; DRIVER: ELECTRIC MOTOR; REFERENCE NO: TF710/250/14; SUPPL P/N: TF710/250/14; IMPELLER TYPE: AXIAL BLADE	EA	10		
16	0637911	FAN: TYPE: HCB SEAL AIR SIDE CHANNEL BLOWER; DIMENSIONS: WD 269 X LG 285 X HT 302 MM; VOLUME RATING: 1.5 M3 AT 70 MBAR; MATERIAL: AL CAST; SUPPL P/N: 004.1329; 144443; DIRECT 0.55KW	EA	10		
17	0637912	FAN: TYPE: HCC SEAL AIR SIDE CHANNEL BLOWER; DIMENSIONS: WD 313 X LG 334 X HT 337 MM; VOLUME RATING: 2.5 M3 AT 70 MBAR; SUPPL P/N: 004.1330; 137108; DIRECT 0.85KW	EA	10		
18	0643558	FAN: TYPE: CUBICLE; REFERENCE NO: FK7726.230VAC-1610CUM/HR; SUPPL P/N: FAN15	EA	10		
19	0643559	THERMOSTAT: TYPE: FAN CONTROLLER; SUPPL P/N: OW-970	EA	10		
20	0644580	FAN, ELECTRIC: TYPE: DIAGONAL/SELF-STARTING; SIZE: SQ 255 MM; POTENTIAL: 230 VAC; CURRENT: 0.26 A; VOLUME RATING: 205 M3/HR; MATERIAL: PVC; POLES: 1; SUPPL P/N: SK3241.100	EA	10		
21	0644882	FAN, ELECTRIC: TYPE: FILTER; SIZE: SQ 152 X THK 89 MM; POTENTIAL: 220 VDC 22 W; CURRENT: 0.4 A; VOLUME RATING: 67 M3/HR; DIRECTION: BLOWING; SUPPL P/N: GHV1500220	EA	10		
22	0647648	IMPELLER, FAN: MATERIAL: S355J2G3; REFERENCE NO: 273174/273173; SUPPL P/N: LRE125-020030-00; SANDBLASTED GRAIN2.5; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	10		
23	0650114	FAN: TYPE: CENTRIFUGAL; SUPPL P/N: 305003; MPR SERIES 7	EA	10		
24	0653521	BLADE, FAN: TYPE: ID; LENGTH: 921 MM; WIDTH: 589 MM; THICKNESS: 265 MM; DEGREE PITCH: +13/-45; MATERIAL: GGG40; SUPPL P/N: SP-Kus-F2-06401; AXIAL FLOW; NUMBER OF STAGES: 2; NUMBER OF BLADES PER STAGE: 16; BLADE PROFILE: 16DA16; BLADE ADJUSTMENT RANGE: +13/-45DEG; PERIPHERAL SPEED: 155.25M/S; DISTANCE BETWEEN FAN HOUSING INTERNAL DIAMETER AND		10		

		IMPELLER EXTERNAL DIAMETER: 4MM; OPERATING DATA LIST: 15297/22; CHARACTERISTIC CURVE FAN: 15297/22KNF; STARTING TORQUE CURVE: 15297/22STG	EA			
25	0659212	FAN, ELECTRIC: TYPE: BATTERY CHARGER; SIZE: SQ 120 X THK 38 MM; POTENTIAL: 230 VAC; CURRENT: 10 A; VOLUME RATING: 2.52-2.83 M3/MIN; SPEED: 3000 RPM; MATERIAL: DIECAST; SPECIFICATION: FAN100-4C 230HB; DIRECTION: CLOCKWISE; SUPPL P/N: 230V/BI-SONIC; HOUSING MATERIAL: AL; COLOR: BLACK; RATING: UL94V-D; POWER: 22/19W	EA	10		
26	0660487	FAN, ELECTRIC: TYPE: CENTRIFUGAL BLOWER; SIZE: WD 182 X LG 518 X HT 472 MM; POTENTIAL: 400 V; CURRENT: 1.86 A; VOLUME RATING: 1220 M3/HR; SPEED: 2845 RPM; POLES: 2; DIRECTION: BI DIRECTIONAL; DRAWING NO: CBZ-400-24-000-11 REV 0; SUPPL P/N: CRB300; CASING MATERIAL: MS; IMPELLER MATERIAL: AL; FAN TO BE SUPPLIED AS A UNIT INCLUDING THE MOTOR CMG 0.75KW; 2820RPM; 2P; FOOT MOUNT; MODEL: MART080-2	EA	10		
27	0662692	FAN: TYPE: FILTER UNIT; DIMENSIONS: DIA 215 MM; VOLUME RATING: 2 M3/S; MATERIAL: PLASTIC; SPECIFICATION: TH-CD-2592-00-03; DRIVER: MOTOR; SUPPL P/N: 2592-00-03-28	EA	10		
28	0665118	JOINT, BALL: SIZE: 10 MM; CONNECTION: M16; MATERIAL: CI GJL-250; TYPE: FD FAN; APPLICATION: GEABOX GF50-3; SPECIFICATION: EN10220; SUPPL P/N: AH36-1	EA	10		
29	0665876	FAN, ELECTRIC: TYPE: AC AXIAL COMPACT; SIZE: DIA 172 X WD 51 MM; POTENTIAL: 230 VAC; CURRENT: 0.1 A; VOLUME RATING: 375 M3/HR; SPEED: 2800 RPM; MATERIAL: DIE CAST ALUMINIUM; DIRECTION: COUNTER CLOCKWISE; MANUF P/N: 6058 ES; 24 WATT; -25 TO 75 DEG C; CABLE 2 FLAT PLUGS 2.8 X 0.5MM; HOUSING WITH GROUNDING LUG FOR M4 X 6; MOTOR PROTECTION PROTECTED FROM OVERLOAD BY THERMAL SWITCH; SOUND POWER LEVEL 5.9B; SOUND POWER LEVEL 55 DB(A)	EA	10		
30	0666202	FAN, ELECTRIC: TYPE: VENT; SIZE: DIA 695 MM; POTENTIAL: 380 VDC; CURRENT: 27.8 A; VOLUME RATING: 49.8 M3/MIN; SPEED: 2900 RPM; DIRECTION: ANTI CLOCKWISE; SUPPL P/N: XH-WG55-2008/WG55-11NO.5.2D; GLAND STEAM SUCTION EXHAUST FAN; THE FAN IS TO BE SUPPLIED AS A SET CONSISTING OF MOTOR; COUPLING; CASING; ABB MOTOR: M2QA160MB2 15KW; 2P; B3; 2900RPM; AC 380V-3PIH; 50HZ; ISO F; IP55; SUPPLY EQUIPMENT WITH THE NECESSARY TECHNICAL DATASHEET	EA	10		
31	0669672	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 55KW PM240 ASH PLANT; SUPPL P/N: 6LS3200-OSF06-0AA0	EA	10		
32	0669674	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 18.5KW PM240 MILLING PLANT; OEM P/N: 6LS3200-OSF04-0AA0	EA	10		
33	0669675	MODULE: TYPE: COOLING FAN; APPLICATION: G120 VSD 30KW PM240 COAL PLANT; OEM P/N: 6LS3200-OSF05-0AA0	EA	10		
34	0669687	FAN, ELECTRIC: TYPE: UPS; SIZE: 250 MM; POTENTIAL: 230 V; CURRENT: 2 A; VOLUME RATING: 20 M3/HR; SUPPL P/N: 5056000038	EA	10		
35	0669689	FAN, ELECTRIC: TYPE: AXIAL; SIZE: WD 1.703M X THK 800MM X HT 1.45M; POTENTIAL: 400 V; CURRENT: 5 A; VOLUME RATING: 2 M3/S; SPEED: 2855 RPM; POLES: 2; DIRECTION: BI-DIRECTION;		10		

CONTRACT TITLE: SUPPLY AND DELIVERY OF FANS ON AN AS AND WHEN REQUIRED BASUS FOR A PERIOD OF FIVE YEARS (5) YEARS AT KUSILE POWER STATION.

		CLASSIFICATION: NON HAZARDIOUS; IP55; DRAWING NO: ZSM-MP200-28 REV 0; SUPPL P/N: F5J-S; PROCESS MEDIUM: AIR; OUTLET TEMPERATURE: 350 DEG C; FILTER: SQ 600 X LG 650MM; REF: 467641	EA			
36	0669723	FAN, ELECTRIC: TYPE: COOLING; SIZE: 1 M; POTENTIAL: 400 VAC; CURRENT: 4.6 A; VOLUME RATING: 1025 M2/MIN; SUPPL P/N: KSDK240F140E24/FAN; SUPPLY EXCITATION RECTIFIER FAN MOTOR SET	EA	10		
37	0694021	FAN, ELECTRIC: TYPE: COOLING; SIZE: SQ 255 MM; POTENTIAL: 230 V; CURRENT: 0.39 A; VOLUME RATING: 107 M3/HR; DIRECTION: CLOCKWISE; BLADE QUANTITY: 4; REFERENCE NO: 010441; SUPPL P/N: 3243.100; 64/69DB; CONTROL PANEL COOLING AIR CIRCULATION FAN	EA	10		
38	0695023	FAN, ELECTRIC: TYPE: BCS; SIZE: DIA 27 MM; POTENTIAL: 380 V; CURRENT: 58.1 A; VOLUME RATING: 30 M3/HR; SPEED: 2339 RPM; POLES: 4; SUPPL P/N: JB08292/3	EA	10		
39	0695124	FAN, ELECTRIC: TYPE: BLOWER; SIZE: DIA 125 X THK 80 MM; POTENTIAL: 400 V; CURRENT: 1.70 A; VOLUME RATING: 0,22 M3/MIN; SPEED: 2760 RPM; MATERIAL: 316L; SPECIFICATION: CRB280; MOTOR SIZE: 0.75KW; REFERENCE NO: ORD- PROD:CT26703/1-FEB2014	EA	10		
40	0695932	FAN, ELECTRIC: TYPE: AXIAL; SIZE: DIA 333 X LG 710 MM; POTENTIAL: 400 V; CURRENT: 2.1 A; VOLUME RATING: 12.8 M3/HR; SPECIFICATION: HEP 56-4T/H; MOTOR SIZE 1.05 KW; BLADE QUANTITY: 6; OTHER MATERIALS: PROPELLER: FIBERGLASS; SUPPORT FRAME: STEELDRAWING; DATA SHEET AND MANUAL REQUIRED ON EVERY DELIVERY	EA	10		
41	0695933	FAN, ELECTRIC: TYPE: AXIAL; SIZE: DIA 236 X LG 465 MM; POTENTIAL: 400 V; CURRENT: 1.25 A; VOLUME RATING: 12.8 M3/HR; SPECIFICATION: HEP 35-2T/H; MOTOR SIZE 0,45 KW; BLADE QUANTITY: 6; OTHER MATERIALS: PROPELLER: FIBERGLASS; SUPPORT FRAME: STEELDRAWING; DATA SHEET AND MANUAL REQUIRED ON EVERY DELIVERY	EA	10		
42	0695934	FAN, ELECTRIC: TYPE: AXIAL; SIZE: DIA 229 X LG 400 MM; POTENTIAL: 400 V; CURRENT: 0.89 A; VOLUME RATING: 4 M3/HR; SPECIFICATION: HEP 31- 2T/H; MOTOR SIZE 0,3 KW; BLADE QUANTITY: 6; OTHER MATERIALS: PROPELLER: FIBERGLASS; SUPPORT FRAME: STEEL; DRAWING; DATA SHEET AND MANUAL REQUIRED ON EVERY DELIVERY	EA	10		

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER’S GOODS INFORMATION

Contents

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2.2 Procedure for submission and acceptance of *Supplier’s* design **Error! Bookmark not defined.**

2.3 Other requirements of the *Supplier’s* design **Error! Bookmark not defined.**

2.4 Use of *Supplier’s* design **Error! Bookmark not defined.**

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1 Overview and purpose of the goods and services

Supply and delivery of Fans on an as and when required basis for the period of five (5) years at Kusile Power Station.

2 Specification and description of the goods

2.1 Detailed scope of work

As per full technical specification given on Goods Information / Price schedule

The scope of work consists of the Supply and delivery of Fans on an as and when required basis for the period of five (5) years at Kusile Power Station.

3 Supply Requirements

Batches to be clearly mark and packed according to the spares list.

4 Specification of the services to be provided

- All equipment / spares must be on time of required order date
- Transported by road on suppliers costs and transport
- End user to be informed when delivery will be done at least 2 days upfront
- No deliveries to be done on a Weekend or Public holiday unless if emergency occurred.
- Pellets to convey the batch must be strong enough to carry and transport load at anytime

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

- All equipment / spares must be on time of required order date
- Transported by road on suppliers costs and transport
- End user to be informed when delivery will be done at least 2 days upfront
- No deliveries to be done on a Weekend or public holiday
- Lead time to be negotiated upfront to ensure that end user will receive materials, spares / equipment in time
- All vehicles to be roadworthy

5.2 Work to be done by the Delivery Date

- a) Supplier to quote the Eskom official purchase order in all delivery notes and invoices.
- b) Goods must be well packaged and safely transported.
- c) Eskom to acknowledge receipt of goods by stamping and signing the delivery note of the supplier upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end-user of the product rejected goods must be collected and the correct goods supplied within 14 days.
- d) Only goods as specified will be accepted. Any goods which do not meet the specifications will be rejected.

5.3 Marking the goods

- Batches to be clearly mark and packed according to the price list or scope

Packaging and Marking must be as follows:

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

5.4 Constraints at the delivery place and place of use

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

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

No person may work on any electrical network unless:
He has been trained and authorised as competent for the task to be done.

2. Hook up at heights

3. Buckle up

No person may drive any vehicle on Eskom business and/or on Eskom premises:
Unless the driver and all passengers are wearing seat belts

4. Be Sober

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

5. Ensure you have permit to work

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

Kusile Power Station Delivery Times are as follows:
08h00 A.M to 15h30 P.M Monday to Thursday
08h00 A.M to 11h30 A.M on Friday

No delivery will be accepted afterhours, weekends and including public holidays, unless the Supplier has requested the Purchaser in writing prior to delivery to site.

5.5 Cooperating with Others (N/A)

- Not applicable since it's a supply and delivery contract.

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

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	Supplier
	Spares Insurance Cover	Supplier

5.7 Management meetings

Regular 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	On quotably basis	MS Teams	<i>Purchaser, Supplier, and ____</i>
Rejected items	As per delivery	On site	

CONTRACT TITLE: SUPPLY AND DELIVERY OF FANS ON AN AS AND WHEN REQUIRED BASUS FOR A PERIOD OF FIVE YEARS (5) YEARS AT KUSILE POWER STATION.

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.

The meeting between both parties will be arranged and conducted whenever the need arises

5.8 Documentation control

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the Language of this contract.
- All reports to be discussed, compiled and handed in to the Eskom
- All communications must be printed and filed in the *Purchaser* file

All goods being delivered to Kusile Main Stores must have the following

- Unique delivery note number per delivery
- Delivery note – must have unique number, date of delivery, items that were delivered (material number,
- material short description, serial number and quantity delivered)
- Delivery note must come in duplicates so that one copy is kept at kusile Main Stores and other goes with the supplier for invoicing purposes and as a proof of delivery
- Both copies of delivery notes to be stamped with receiving stamp of Kusile Power Station and must have the signature of the receiver as well as the receiving personnel full names

5.9 Health and safety risk management

The *Supplier* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services* (Act 85 of 93 Occupational Health and Safety Act)

The *Supplier* shall, when coming on site, abide by the Life Saving Rules. These will be provided by the *Purchaser* on the start of the contract. The *Supplier* shall also abide by the Safety, Health and Environmental Specifications for Suppliers Procedure, which will also be provided by the *Purchaser*.

The *Purchaser* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Supplier* will report any incident and accidents to Power Station immediately when it occurs. This report does not relieve the *Supplier* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

No *Eskom employee* or *Supplier* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Supplier* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.

CONTRACT TITLE: SUPPLY AND DELIVERY OF FANS ON AN AS AND WHEN REQUIRED BASUS FOR A PERIOD OF FIVE YEARS (5) YEARS AT KUSILE POWER STATION.

- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

The *Supplier* shall comply with the health and safety requirements stated here

5.10 Environmental constraints and management

The *Supplier* shall comply with Kusile Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *Supply Manager* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land. The clean-up cost is for the *Contractor's* account.

5.11 Quality

- Material will go through quality check process before accepted and if not accepted, must be replaced by a new one.
- Materials will be subjected into awaiting quality check within two (2) days.
- Materials not meeting quality requirements will be rejected.
- Supplier will receive MDDA (Materials Delivery Discrepancy Advance) within 24hours of rejection.
- Supplier will be given time to rectify the discrepancy, failure notification of default will be raised.

5.12 Invoicing and payment

Within one week of receiving the goods, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the Purchase Order number per batch order.

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

Eskom Holdings SOC Ltd
Finance Department (Account Payable Section)
Kusile Power Station
Hartebeesfontein Farm R545
Kendal/Balmoral Road WITBANK

and include on it the following information:

- Name and address of the *Supplier*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order number as provided by the *Employer* on monthly basis

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

5.13 Insurance provided by the *Purchaser*

Below is information with regards to the Eskom Insurance Management Service, for in case the Contractor has any questions with regards to insurances:

Eskom Insurance Management Services (EIMS) Contact Details:

Contact Person	Contact Number	E-mail address
Mr Wiseman Khoza	+27(0)11 800 6286	wiseman.khoza@eskom.co.za
Ms Thembi Mabanga	+27(0)11 800 6509	thembi.mabanga@eskom.co.za
Ms Mamosidi Katane-Mathibela	+27(0)11 800 6380	KataneE@eskom.co.za
Ms Beverley Jemaine-Cain	+27(0)11 800 3331	Beverley.jemaine-cain@eskom.co.za
Mr Krishan Chaithoo	+27(0)11 800 4455	Krishan.chaithoo@eskom.co.za
Mr Velaphi Mabaso	+27 (0)11 800 3836	velaphi.mabaso@eskom.co.za

EIMS General Information:

Fax Number: +27 11 507 5758

Telephone Number: +27 11 800 4466

5.14 Contract change management

N/A

5.15 Provision of bonds and guarantees

N/A

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

Will be done as per Eskom assessments, invoicing and payment procedure and requirements.

6 Procurement**6.1 Subcontracting****6.1.1 Preferred subcontractors****6.1.2 Limitations on subcontracting****6.1.3 Spares and consumables**

- All materials, spares / equipment will be done via the Eskom Procurement system

6.1.4 Other requirements related to procurement**6.1.5 Cataloguing requirements by the *Supplier***

Provide data sheet

7 List of drawings**7.1 Drawings issued by the *Purchaser***

As per Employer specifications

C3.2 SUPPLIER'S GOODS INFORMATION

- As per Employer specifications
- All relevant documentation to be handed in as requested from end user / *Supply Manager*

This section could also be compiled as a separate file.
