



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 GENERATION
PROTECTION SPARES ON "AN AS AND WHEN
REQUIRED" BASIS FOR THE PERIOD OF FIVE (5)
YEARS AT KUSILE POWER STATION**

Contents:	No of pages
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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 GENERATION PROTECTION SPARES ON “AN AS AND WHEN REQUIRED” BASIS FOR A 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

Power Station Manager: KusileOn behalf
of*(Insert name and address of organisation)***Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**Name &
signature
of witness_____

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

[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
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	Amander Mngomezulu/Fhatuwani Nelufhangani
	Address	Eskom Holdings SOC Ltd Kusile Power Station R545 Kendal/Balmoral Haartebeefontein Farm Witbank

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

Tel 013 699 7660

Fax

e-mail NelufhFB@eskom.co.za

11.2(13)	The <i>goods</i> are	SUPPLY AND DELIVERY OF GENERATION PROTECTION SPARES.	
11.2(13)	The <i>services</i> are	Supply and delivery to site	
11.2(14)	The following matters will be included in the Risk Register	Delays on delivery	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two working days	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <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.	01 December 2022	
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 batch order
		SUPPLY AND DELIVERY OF GENERATION PROTECTION SPARES.	
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.	Not Applicable	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One week of the contract date	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One week	
4	Testing and defects		
42	The <i>defects date</i> is	2 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	One week	
	except that the <i>defect correction period</i> for	N/A	
	and the <i>defect correction period</i> for	N/A	
42.2	The <i>defects access period</i> is	2 days	

	except that the <i>defect access period</i> for	N/A
	and the <i>defect access period</i> for	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	Assesment will be done after every delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Offloading of goods at delivery place. 2. Quality problems 3. Delivery delays 4. Industrial Actions 5. Rainfall 6. Community strikes
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for	

	indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last defects date is limited to:	<p>R[•]</p> <p>[This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]</p>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>R[•]</p> <p>[This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]</p>
88.5	The end of liability date is	[•] years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

94.4(5)	The place where arbitration is to be held is [•] South Africa		
	The person or organisation who will choose an arbitrator		
	<div><div>- if the Parties cannot agree a choice or</div><div>- if the arbitration procedure does not state who selects an arbitrator, is</div></div> the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
10	Data for Option clauses		
X1	Price adjustment for inflation		
X1.1	<div><div>The <i>base date</i> for indices is</div><div>The proportions used to calculate the Price Adjustment Factor are:</div></div> <div><div><div>[•].</div><div><div>proportion</div><div>0.</div><div>0.</div><div>0.</div><div>0.</div><div>0.</div><div>[•]</div><div>1.00</div></div><div><div>linked to index for</div><div>[•]</div><div>[•]</div><div>[•]</div><div>[•]</div><div>[•]</div><div>non-adjustable</div></div><div><div>Index prepared by</div><div>[•]</div><div>[•]</div><div>[•]</div><div>[•]</div><div>[•]</div></div></div></div>		
X2	Changes in the law		
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date	
X3	Multiple currencies		
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
			5% of full cost for 10days of delay of purchase order value up to maximum of 10% of total value.
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months	
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is

not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

Action Fraudulent Action or Obstructive Action.

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

Z13Insurance**Z 13.1 Replace core clause 84 with the following:**

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:**Insurance by the Purchaser**

87

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

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

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

asbestos and asbestos containing material, equipment and articles.

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: Supply Requirements

[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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	<p>Constraints (see clause 11.2 (5))</p> <ul style="list-style-type: none"> No compensation is payable if the <i>Supplier</i> arrives on site without prior arrangement with the <i>Purchaser</i>. All goods shall be delivered to the Main stores The <i>Purchaser</i> has the right to refuse acceptance of
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³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

	<p>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.</p> <ul style="list-style-type: none"> • 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 Generator Protection spares 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>As business requirements might change in future, items that are not listed on the price list might be procured via this contract. The <i>Supplier</i> will use the same pricing strategy for unlisted items as was used for listed items.</p>	
2. The requirements for transport are	<i>Supplier</i> is responsible for transporting the <i>goods</i> to the delivery place.	
3. The delivery place is	Kusile Power Station - Main Stores	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Material Certificates	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	

	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

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

Notes to a tendering supplier:

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

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

Clause	Statement	Data								
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
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 <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	[•]	2	[•]	3	[•]
<i>goods and services</i>	<i>delivery date</i>									
1	[•]									
2	[•]									
3	[•]									
31.1	The programme identified in the Contract Data is contained in:									

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

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>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

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	Detail Description	Qty	Unit Price	Total Price
1	0580194	RELAY: TYPE: IED 80TE; MOUNT: FRONT PANEL; ENCLOSURE RATING: IP20; SPECIFICATION: EN6025S-27;2005; MANUF P/N: P39191R001A; POWER SUPPLY; VX 60-250 VDC / 100-230VAC; 50/60HZ; OPERATING RANGE 48-300VDC / 85-253VAC (RMS); AUX SUPPLY INPUT BURDEN 11W/24VA; RATINGS LOW FREQ MEASURING INPUTS 0.25, 0.5; DC FIELD VOLTAGE INPUTS 1200VDC MAX; TERMINALS AC VOLTAGE INPUTS; PROTECTIVE CONDUCTOR TERMINAL; CURRENT LOOP OUTPUT	4		
2	0608668	AUTOMATIC; FREQUENCY RATING: 50/60 HZ; OVERALL GAIN: 0-20/4-20 MA; SUPPL P/N: PRS5104A; APPLICATION: USED FOR ANALOGUE CURRENT AND VOLTAGE SIGNALS; MOUNT: DIN RAIL; 3/5 PORT: 3.75KVAC; LOOP SUPPLY: 17.1V; -1:1 SIGNAL CONVERSION OF ANALOG CURRENT/VOLTAGE; PROTECTION: IP20	4		
3	0679060	RESISTOR: RESISTANCE: 4 OHM; RATING: 10 W; CONNECTION: 2 WIRE; MATERIAL: CERAMIC; TOLERANCE: 5 PCT; TYPE: KNP (WIRE-WOUND); SPECIFICATION: 7J; 100PCT STATOR EARTH FAULT POWER SUPPLY RESISTORS	10		

CONTRACT TITLE: SUPPLY AND DELIVERY OF GENERATION PROTECTION SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

4	0580195	RELAY: TYPE: MICOM IED PROTECTION/CNTR 40TE; TERMINAL: PIN TERMINAL; MOUNT: FLUSH; ENCLOSURE RATING: IP20; MANUF P/N: P1325494040NVOBE00; CT, 1A/5A; VT, 50-130V 4 POLE; WITHOUT ADDITIONAL BINARY OPTIONS; POWER SUPPLY AND ADDITIONAL OUTPUTS, VA 48-250VDC/100- 230VAC; PC INTERFACE DIN 41652 CONNECTOR TYPE D-SUB; 9 PIN	4		
5	0502186	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO 2 CHANGE OVER; CONTACT RATING: 220 VDC; ACTION: 7P8T; TERMINAL: 80 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP10; IP50; IP52; MANUF P/N: P127 BA2W112 CAO; 3I; 3V	4		
6	0502183	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 24NO 24NC; CONTACT RATING: 220 VDC 10 A; ACTION: 14P51T; TERMINAL: 156 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP20; MANUF P/N: P345 316 C6M0330K; 3I & 3V	4		
7	0636072	MODULE: TYPE: PROTECTION RELAY; INPUT: 1-5 A; POWER SOURCE: 19-110 VDC 0.5 W +/- 30 PCT; APPLICATION: GENERATOR PROTECTION PANEL; DIMENSIONS: SQ 184.5 X HT 481.6 MM; SPECIFICATION: DIN EN61010; IEC 255-5; SUPPL P/N: P63484891144 308-408-621-462-947	4		
8	0636057	MODULE: TYPE: PROTECTION CONTROL; INPUT: 1-5 A; OUTPUT: 0-20 MA; POWER SOURCE: 11-110 VDC 0.5 W +/- 30 PCT; APPLICATION: GENERATOR PROTECTION PANEL; DIMENSIONS: WD 184.5 X HT 481.6 MM; SPECIFICATION: DIN EN61010; IEC 255-5; SUPPL P/N: P6338481240-308-412-621-462-947	4		

9	0502172	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 12NO 8NC; CONTACT RATING: 220 VDC; ACTION: 16P54T; TERMINAL: 114 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP10; IP50; IP52; MANUF P/N: P125 BB0W112 BB; 3I	4		
10	0609278	DEVICE: TYPE: INTELLIGENT ELECTRONIC; APPLICATION: GENERATOR PROTECTION SYSTEM; OEM P/N: P122BOOW112BF; PHASE: 3; EARTH CURRENT INPUT: 0.01 TO 8OHM; AUX VOLTAGE: 48-250VDC/48-240VAC; DIGITAL INPUT VOLTAGE: 220VDC 30PCT/+20PCT; COMMS INTERFACE: MODBUS; PLATFORM: SE LOOK AND FEEL PHASE 2	4		
11	0679062	BOARD, PRINTED CIRCUIT: TYPE: TELBIT CONTACT PROTECTION MODULE; FEATURES: 2 X CAPACITORS, 1 X RESISTOR, 1 X DIODE TWO TERMINALS; DIN RAIL MOUNTED, SNUBBER	6		
12	0608671	THERMISTOR: TYPE: SURFACE; RANGE: -40 TO 125 DEG C; REFERENCE NO: B5988; SUPPL P/N: C885; DIMENSIONS: DIA 0.6 X WD 6.5 X HT 10 MM	100		
13	0655084	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: RED; SPECIFICATION: IP65; LENS MATERIAL: PLASTIC; SUPPL P/N: PL 22C HL R 220D	10		
14	0655085	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: WHITE/CLEAR; SPECIFICATION: IP65; SUPPL P/N: PL 22C HL W 220D	10		
15	0655081	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: YELLOW; TERMINAL: 2; SPECIFICATION: IP65; LAMP STYLE: LED; LENS MATERIAL: METAL; SUPPL P/N: PL 22C HL Y 220D	5		

16	0236811	UNIT, CONTROL: TYPE: TOUCH SCREEN; SUPPLY: 220 V; INPUT: 220 V; OUTPUT: 220 V; MOUNT: FLASH; MODEL NO: PPC-5190A-G41-E15/R/1G-R10; REFERENCE NO: SA13305074; SUPPL P/N: VMCI; ONE KEY RECOVERY, CD/DVD ROM	4		
17	0502176	RELAY: TYPE: AUTOMOTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 58NO 2NC; CONTACT RATING: 24-220 VDC; ACTION: 3P60T; TERMINAL: 258 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: C264 M01 M691001340A00; PROGRAMMABLE	4		
18	0677977	RELAY, CONTROL: CONTACT RATING: 5 A; CONTACT ARRANGEMENT: 1NO 1NC; COIL VOLTAGE: 220 VDC; ACTION: SPST; MOUNT: FLUSH/PANEL; TERMINAL: 88 SCREW; CONTACT MATERIAL: AGNI; ENCLOSURE RATING: IP20; TYPE: GENERATOR PROTECTION; REFERENCE NO: 169494; SUPPL P/N: C264-C01M691000310100; C264 EXTENSION BAY CONTROLLER; 42 PROGRAMMABLE	4		
19	0502173	RELAY: TYPE: SYNCHRONIZER; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 7NO; CONTACT RATING: 220 VDC; ACTION: 6P; TERMINAL: 38 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: 7VE6320-6EB92-ODAO; 6 X V; PROGRAMMABLE	4		
20	0226177	RELAY: TYPE: AUXILIARY; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO; CONTACT RATING: 300 VAC 5 A 1250 VA; MOUNT: PANEL; CONTACT MATERIAL: CU SILVER PLTD; SUPPL P/N: MVAA11T1NA1151A	4		

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21	0502174	RELAY: TYPE: BI-STABLE; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO 6NC; CONTACT RATING: 220-250 V; ACTION: 2P20T; TERMINAL: 48 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: MVAJ 205TB1010A	3		
22	0648309	SWITCH: TYPE: DC ISOLATOR; SPECIFICATION: RS01070; SUPPL P/N: 5RP145-TB	3		
23	0648310	SWITCH: TYPE: LAMPS CHECK; SPECIFICATION: RS02230; SUPPL P/N: 5RP112B-TA	3		
24	0648311	SWITCH: TYPE: SUPERVISORY ISOLATOR; SPECIFICATION: RS02190; SUPPL P/N: 5RP1690-TB	3		
25	0648312	SWITCH: TYPE: SYNCHRONIZER SELECTOR; SPECIFICATION: RS02220; SUPPL P/N: 5RP146B-TA	3		
26	0648313	SWITCH: TYPE: TAP CHANGE ISOLATOR; SUPPL P/N: 5RP145-TB	3		
27	0648314	SWITCH: TYPE: LOCAL REMOTE SELECTOR; SPECIFICATION: RS02180; SUPPL P/N: 5RP1461-TB	3		
28	0648315	SWITCH: TYPE: MANUAL/AUTO SELECTOR; SPECIFICATION: RS02200; SUPPL P/N: 5RP112B-TA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	3		
29	0648316	SWITCH: TYPE: RAISE/LOWER SELECTOR; SPECIFICATION: RS022210; SUPPL P/N: 5RP112B-TA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	3		

30	0648317	SWITCH: TYPE: AC ISOLATOR; SPECIFICATION: RS02190; SUPPL P/N: 5RP145-TB; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	3		
31	0239948	RELAY: TYPE: MULTIMODE; COIL VOLTAGE: 24 VDC; CONTACT ARRANGEMENT: 3NO 3NC; CONTACT RATING: 250 VAC 10 A; ACTION: 3PDT; TERMINAL: 11 PIN; MOUNT: DIN RAIL; ENCLOSURE RATING: IP55; CONTACT MATERIAL: 90AG10NI; MODEL NO: 7-1393091-0, UNK; SUPPL P/N: MT321024; WITH TEST BUTTON	45		
32	0637083	TRANSDUCER: TYPE: AC VOLTAGE; INPUT: 132 V; OUTPUT: 4-20 MA; POWER SOURCE: 230 VAC; APPLICATION: MEASUREMENT VOLTAGE; SUPPL P/N: MI416; CLASS 0.5; MICROPROCESSOR CONTROL	5		
33	0608669	MODULE: TYPE: ANALOG INPUT (8X16)BIT; INPUT: 4-20 MA; OUTPUT: 4-20 MA; POWER SOURCE: 10-30 VAC; APPLICATION: GROUND LOOP PROTECTION/SURGE PROTECTION; COMMERCIAL SIZE: 16; SUPPL P/N: S-ADAM-4017+	3		
34	0608674	CONVERTER, SIGNAL: TYPE: 2 WIRE TO 4 WIRE; INPUT: 4-20 MA; OUTPUT: 0-20 MA; POWER SOURCE: 10-30 VDC; APPLICATION: SURGE PROTECTION/AUTO DATA FLOW CONTROL; MOUNT: RACK; CLASSIFICATION: IP65; SUPPL P/N: ADAM4520; ISOLATOR RS232 TO RS485 (2 WIRE)/ RS422 (4 WIRE)	3		

35	0252374	MODULE, POWER SUPPLY: TYPE: EXCITATION; INPUT: 100-240 VAC/DC; OUTPUT: 24 VDC 10 A; APPLICATION: ABB ACS5000; HARDWARE: CONTROLLER; SUPPL P/N: 2866763; 3BHE016113R0110; PHOENIX CONTACT QUINT, CONFIGURED FOR UNITROL 6000 SYSTEM; MOUNTING: DIN RAIL NS35; INPUT: 100VAC....240VAC/90VAC....350VAC; DEGREE OF PROTECTION: IP20	4		
36	0581483	TERMINAL: TYPE: BASIC; RATING: 10 A; SPECIFICATION: IEC 60947-7-1; MATERIAL: POLYAMIDE 6/6; MANUF P/N: KCH; SCREW CLAMP; DIODE INCLUDED; DIN RAIL MOUNTED; TERMITRONIX CONTROL ELEMENTS; 8 TERMINALS	15		
37	0630889	RECORDER: TYPE: SINGLE LINE, DUAL BUS MODULAR IED; POTENTIAL: 230 VAC; 24-220 VDC; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; CURRENT: 1 A; SUPPL P/N: M8712Y91512X; 5000 EVENT STORAGE; TRANSDUCER INPUT OPTION THAT PROVIDES EIGHT INPUTS IN 0-1MA; 4-20MA OR 0-10V RANGES; ALL RATED TEMPERATURES AND 0-5A (AC) RANGE IS COMPLIANT TO IEC 60687 AND ANSI C12-30-1998 REVENUE; CLASS ACCURACY OF 0.2PCT; 1 RS-232 AND 3 CONFIGURABLE RS-232/RS-485 PORTS SUPPORTING BAUD RATES FROM 9600 TO 38400VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	2		

38	0580199	RECORDER: TYPE: MULTI FUNCTION; POTENTIAL: 6VAC / 2 AC/DC INPUTS; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; MANUF P/N: M87120V1515C; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	2		
39	0630949	RECORDER: TYPE: SINGLE LINE, DUAL BUS MODULAR IED; POTENTIAL: 230 VAC; 24-220 VDC; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; CURRENT: 1 A; SUPPL P/N: M8723Y9000151Y2X; 5000 EVENT STORAGE; TRANSDUCER INPUT OPTION THAT PROVIDES EIGHT INPUTS IN 0-1MA; 4-20MA OR 0-10V RANGES; ALL RATED TEMPERATURES AND 0-5A (AC) RANGE IS COMPLIANT TO IEC 60687 AND ANSI C12-30-1998 REVENUE; CLASS ACCURACY OF 0.2PCT; 1 RS-232 AND 3 CONFIGURABLE RS-232/RS-485 PORTS SUPPORTING BAUD RATES FROM 9600 TO 38400VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	2		
40	0631040	SWITCH, PUSHBUTTON: HEAD STYLE: FLAT RD BUTTON; COLOR: BLACK/RED; ELECTRICAL RATING: 400 VAC 10 A; ACTION: DPST; CONTACT ARRANGEMENT: 1NO 1NC; MOUNT: FRONT; SIZE: DIA 22 MM; APPLICATION: LOCAL START SWITCH; HOUSING: PLASTIC MOLDED; SUPPL P/N: 3SB3201- 0AA21	4		

41	0631039	SWITCH, PUSHBUTTON: HEAD STYLE: FLAT RD BUTTON; COLOR: BLACK/GREEN; ELECTRICAL RATING: 400 VAC 10 A; ACTION: DPST; CONTACT ARRANGEMENT: 1NO 1NC; MOUNT: FRONT; SIZE: DIA 22 MM; APPLICATION: LOCAL STOP SWITCH; HOUSING: PLASTIC MOLDED; SUPPL P/N: 3SB3201-0AA41	4		
42	0608672	HUB, NETWORK: TYPE: INTERFACE; ACCESS TIME: 100/10000 MS; PORT TYPE: RS232/RJ45; POTENTIAL: 24/48 VDC TO 110/220 VAC; SPECIFICATION: IEC 6185; SUPPL P/N: MOXA-7728(P7-7728-S-PTP); MOUNT: RACK; 4 GIGABIT PORTS AND 24 FAST ETHERNET PORTS	2		
43	0677979	UNINTERRUPTIBLE POWER SUPPLY: APPLICATION: RACK MOUNT GEN PROTECTION UPS; INPUT: 160-294 VAC; RATING: 850VA/600W; OUTPUT VOLTAGE: 230VAC (ADJUSTABLE +6/-10PCT); OUTPUT CURRENT: 5A AT 230VAC; SUPPL P/N: 5P850IR; PURE SINE WAVE OUTPUT	2		
44	0648399	CONVERTER: TYPE: FIBER OPTIC TO CU; INPUT: OPTICAL FIBRE ST CONNECTION; OUTPUT: RS422; APPLICATION: GEN PROTECTION IRIG-B SIGNAL CONVERTER; RATING: 18-72 INPUT VOLTAGE VDC; REFERENCE NO: 4830CS09030; SUPPL P/N: 4830XC-81/BB	2		
45	0126342	RELAY: TYPE: AUXILIARY; COIL VOLTAGE: 220-250 V; TERMINAL: CAPTIVE SCREW; MOUNT: PANEL; ENCLOSURE RATING: STL; REFERENCE NO: MVAX12B1DA1002A, UNK; VX 220/250V, REXT OHM	3		

46	0608673	FILTER, ELECTRONIC: TYPE: SUPPRESSOR; POTENTIAL: 110/250 VAC; 220 VDC; FREQUENCY: 50-60 HZ; CURRENT: 10 A; MANUF P/N: 4830XC-81/BB; REFERENCE NO: 4830CS09030; SUPPL P/N: FN670-10/06; TWO STAGE PERFORMANCE FILTER; TEMPERATURE: 40 DEG C	5		
47	0609277	RELAY: TYPE: AC MONOSTABLE; COIL VOLTAGE: 6-230 VAC; 6-220 VDC; CONTACT ARRANGEMENT: 3NC; CONTACT RATING: 10 A; ACTION: 3PDT; TERMINAL: 11 PIN; MOUNT: SOCKET; ENCLOSURE RATING: IP20; CONTACT MATERIAL: 90/10AGNI; SPECIFICATION: IEC 61810-1; SUPPL P/N: 7-1393091-7; S-RMT321220; MT SERIES AC WITH TEST BUTTON VERSION	100		
48	0635297	SWITCH, PUSHBUTTON: HEAD STYLE: RD; COLOR: BLACK; ELECTRICAL RATING: 500 VAC; 250 VDC 5A 50/60 HZ; ACTION: SPST; CONTACT ARRANGEMENT: 1NO; MOUNT: PLUG IN; CONTACT RATING: 250 VDC 5 A; SIZE: DIA 22 X LG 25 MM; SUPPL P/N: ARF-G	3		
49	0638383	BLOCK, TERMINAL: POTENTIAL: 24 VDC; CURRENT: 10 A; WIRE SIZE: 2.5 MM; CIRCUIT: 8; WIDTH: 70 MM; LENGTH: 150 MM; TERMINAL QUANTITY: 8; SUPPL P/N: GPE-100	10		
50	0580196	BLOCK, TERMINAL: POTENTIAL: 300 V; CURRENT: 20 A; CIRCUIT: STAGE1,2,3; WIDTH: 240 MM; LENGTH: 177 MM; TERMINAL QUANTITY: 1-14; MANUF P/N: S-P99.1-8T/BLOCK; IP52 PROTECTION	2		

51	0677976	PLUG, TEST: TYPE: VT/CT TEST BLOCK; BOWL SIZE: 3 MM; CONNECTION SIZE: M4; CONNECTION TYPE: SCREW; WEIGHT: 488 G; PRESSURE RATING: 23 BAR; DIAMETER: 159 MM; LENGTH: 51 MM; MATERIAL: THERMOPLASTIC; MATERIAL GRADE: ST; MATERIAL SPECIFICATION: AGNI; SPECIAL FEATURES: 28 TERMINALS; APPLICATION: GEN PROTECTION P991 TEST PLUG; REFERENCE NO: 992E; SUPPL P/N: P992C	2		
52	0608676	HOLDER, FUSE: POTENTIAL: 500 VAC; CURRENT: 63 A; FUSE SIZE: DIA 75.4 X LG 100 MM; FUSE STYLE: SCREW CLAMP; MOUNT: PANEL; CONNECTION TYPE: SCREW; TYPE: ANTI VIBRATION; REFERENCE NO: 130009; SUPPL P/N: RS63HWH; CURRENT RANGE: 2-32A; MAXIMUM CABLE ENTRY: 50MM2; ASSOCIATED LINKS: RS63C-LINK; SAFE CLIP: H	10		
53	0583362	HOLDER, FUSE: POTENTIAL: 660 V; CURRENT: 32 A; FUSE SIZE: DIA 17.5 X LG 58.5 MM; FUSE STYLE: OFFSET TAGS; MOUNT: DIN RAIL/PANEL; TYPE: SAFELOC; MANUF P/N: 32NNSFBS; FUSE LINK: NSD	20		
54	0625894	FUSE, CARTRIDGE: CURRENT: 2 A; POTENTIAL: 550 V; CONNECTION TYPE: OFFSET BLADE TAGS; DIMENSIONS: DIA 13.8 X LG 58.7 MM; INTERRUPT CAPACITY: 80 KA; TYPE: HRC; CASE MATERIAL: CERAMIC; SPECIFICATION: NSD2; REFERENCE NO: NSD2; SUPPL P/N: NSD2	40		
55	0583375	FUSE: TYPE: HRC; CURRENT: 6 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.5 MM; SPECIFICATION: BS55; IEC 269-1; MANUF P/N: NSD6; CATEGORY GG; SIZE: F1	40		

56	0583376	FUSE: TYPE: HRC; CURRENT: 10 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.7 MM; MANUF P/N: NSD10	40		
57	0583377	FUSE: TYPE: HRC; CURRENT: 16 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.7 MM; MANUF P/N: NSD16	20		
58	0117227	FUSE, CARTRIDGE: CURRENT: 20 A; POTENTIAL: 415 VAC; CONNECTION TYPE: SCREW CLAMP; DIMENSIONS: DIA 22 X LG 84 MM; TYPE: CURRENT LIMITING; CASE MATERIAL: CERAMIC; SUPPL P/N: TIA20; SUPPLIER NOTE, THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED	10		
59	0677978	SWITCH, LIMIT: POTENTIAL: 250 VAC; CURRENT: 10 A; ACTION: SPDT; ACTUATOR: LONG ROLLER LEVER; CONTACT ARRANGEMENT: 1NO 1NC; ENCLOSURE: IP41; APPLICATION: PANEL DOOR; SUPPL P/N: CMV103D	10		
60	0581479	TERMINAL: TYPE: BUSBAR; RATING: 1000V 192A; SPECIFICATION: IEC60947-7-1; MANUF P/N: DPBB70; CONNECTION TYPE: 2 NUT BOLTS; OVERALL DIMENSIONS: 42X90 MM; TERMINAL PITCH: 37 MM	10		
61	0575220	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 57A; SPECIFICATION: IEC 60947-7-1; MATERIAL: POLYAMIDE 6/6; MANUF P/N: KULT1; 1,5MM2 - 10MM2 STRANDED CONDUCTOR	50		
62	0581480	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 32 A; SPECIFICATION: IEC60947-7-1; MATERIAL: POLYAMIDE 6/6; SUPPL P/N: KULT 6; 0,5MM2 - 6MM2 STRANDED CONDUCTOR	50		

63	0575159	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 32 A; SPECIFICATION: IEC60947-7-1; MATERIAL: POLYAMIDE 6/6; SUPPL P/N: KULT 4; 0,5MM2 - 4MM2 STRANDED CONDUCTOR	50		
64	0581482	TERMINAL: TYPE: FUSE; RATING: 800V 6.3A; SPECIFICATION: IEC 60947-7-1; MANUF P/N: KUDF4; TYPE OF CONNECTION: 2 SCREW CLAMP; OVERALL DIMENSIONS: 42.5X58 MM; TERMINAL PITCH: 8 MM	25		
65	0684928	TRANSFORMER, POTENTIAL: TYPE: STATOR EARTH FAULT; PHASE: 1; INPUT POTENTIAL: 660 VAC; OUTPUT POTENTIAL: 525 VAC; BURDEN: 3000 VA; CREEPAGE: 10 MM; STYLE: OPEN; SUPPL P/N: J67663/5	2		
66	0241447	DEVICE: TYPE: GENERATOR 20 HZ; SUPPL P/N: 7XT3300-0CA00; SIEMENS	2		
67	0239781	DEVICE: TYPE: 20 HZ BAND PASS FILTER; SUPPL P/N: 7XT3400-0CA00/BB	2		

The total of the Prices

PART 3: SCOPE OF WORK

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C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the goods and services

Supply and delivery Generation Protection Spares 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

Specifications (include Environmental specification) and drawing Numbers (where applicable)

Supply and delivery of Generator Protection Spares during the planned on an as and when required Basis for the period of five (5) years at Kusile Power station

Accepted prior to the signing of the *contract*. The *Supplier* will be subject to periodic audits by the *Purchaser* in order to ensure compliance with the system. Any deviations will be corrected to the *Purchaser's* satisfaction

Item No	Material Number	Detail Description
1	0580194	RELAY: TYPE: IED 80TE; MOUNT: FRONT PANEL; ENCLOSURE RATING: IP20; SPECIFICATION: EN6025S-27;2005; MANUF P/N: P39191R001A; POWER SUPPLY; VX 60-250 VDC / 100-230VAC; 50/60HZ; OPERATING RANGE 48-300VDC / 85-253VAC (RMS); AUX SUPPLY INPUT BURDEN 11W/24VA; RATINGS LOW FREQ MEASURING INPUTS 0.25, 0.5; DC FIELD VOLTAGE INPUTS 1200VDC MAX; TERMINALS AC VOLTAGE INPUTS; PROTECTIVE CONDUCTOR TERMINAL; CURRENT LOOP OUTPUT
2	0608668	AUTOMATIC; FREQUENCY RATING: 50/60 HZ; OVERALL GAIN: 0-20/4-20 MA; SUPPL P/N: PRS5104A; APPLICATION: USED FOR ANALOGUE CURRENT AND VOLTAGE SIGNALS; MOUNT: DIN RAIL; 3/5 PORT: 3.75KVAC; LOOP SUPPLY: 17.1V; -1:1 SIGNAL CONVERSION OF ANALOG CURRENT/VOLTAGE; PROTECTION: IP20

3	0679060	RESISTOR: RESISTANCE: 4 OHM; RATING: 10 W; CONNECTION: 2 WIRE; MATERIAL: CERAMIC; TOLERANCE: 5 PCT; TYPE: KNP (WIRE-WOUND); SPECIFICATION: 7J; 100PCT STATOR EARTH FAULT POWER SUPPLY RESISTORS
4	0580195	RELAY: TYPE: MICOM IED PROTECTION/CNTR 40TE; TERMINAL: PIN TERMINAL; MOUNT: FLUSH; ENCLOSURE RATING: IP20; MANUF P/N: P1325494040NVOBE00; CT, 1A/5A; VT, 50-130V 4 POLE; WITHOUT ADDITIONAL BINARY OPTIONS; POWER SUPPLY AND ADDITIONAL OUTPUTS, VA 48-250VDC/100-230VAC; PC INTERFACE DIN 41652 CONNECTOR TYPE D-SUB; 9 PIN
5	0502186	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO 2 CHANGE OVER; CONTACT RATING: 220 VDC; ACTION: 7P8T; TERMINAL: 80 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP10; IP50; IP52; MANUF P/N: P127 BA2W112 CAO; 3I; 3V
6	0502183	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 24NO 24NC; CONTACT RATING: 220 VDC 10 A; ACTION: 14P51T; TERMINAL: 156 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP20; MANUF P/N: P345 316 C6M0330K; 3I & 3V
7	0636072	MODULE: TYPE: PROTECTION RELAY; INPUT: 1-5 A; POWER SOURCE: 19-110 VDC 0.5 W +/- 30 PCT; APPLICATION: GENERATOR PROTECTION PANEL; DIMENSIONS: SQ 184.5 X HT 481.6 MM; SPECIFICATION: DIN EN61010; IEC 255-5; SUPPL P/N: P63484891144 308- 408-621-462-947
8	0636057	MODULE: TYPE: PROTECTION CONTROL; INPUT: 1-5 A; OUTPUT: 0-20 MA; POWER SOURCE: 11-110 VDC 0.5 W +/- 30 PCT; APPLICATION: GENERATOR PROTECTION PANEL; DIMENSIONS: WD 184.5 X HT 481.6 MM; SPECIFICATION: DIN EN61010; IEC 255-5; SUPPL P/N: P6338481240-308-412- 621-462-947
9	0502172	RELAY: TYPE: PROTECTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 12NO 8NC; CONTACT RATING: 220 VDC; ACTION: 16P54T; TERMINAL: 114 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP10; IP50; IP52; MANUF P/N: P125 BB0W112 BB; 3I

10	0609278	DEVICE: TYPE: INTELLIGENT ELECTRONIC; APPLICATION: GENERATOR PROTECTION SYSTEM; OEM P/N: P122BOOW112BF; PHASE: 3; EARTH CURRENT INPUT: 0.01 TO 8OHM; AUX VOLTAGE: 48-250VDC/48-240VAC; DIGITAL INPUT VOLTAGE: 220VDC 30PCT/+20PCT; COMMS INTERFACE: MODBUS; PLATFORM: SE LOOK AND FEEL PHASE 2
11	0679062	BOARD, PRINTED CIRCUIT: TYPE: TELBIT CONTACT PROTECTION MODULE; FEATURES: 2 X CAPACITORS, 1 X RESISTOR, 1 X DIODE TWO TERMINALS; DIN RAIL MOUNTED, SNUBBER
12	0608671	THERMISTOR: TYPE: SURFACE; RANGE: -40 TO 125 DEG C; REFERENCE NO: B5988; SUPPL P/N: C885; DIMENSIONS: DIA 0.6 X WD 6.5 X HT 10 MM
13	0655084	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: RED; SPECIFICATION: IP65; LENS MATERIAL: PLASTIC; SUPPL P/N: PL 22C HL R 220D
14	0655085	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: WHITE/CLEAR; SPECIFICATION: IP65; SUPPL P/N: PL 22C HL W 220D
15	0655081	LIGHT, INDICATING: TYPE: PILOT; POTENTIAL: 220 VDC; POWER: 5 W; COLOR: YELLOW; TERMINAL: 2; SPECIFICATION: IP65; LAMP STYLE: LED; LENS MATERIAL: METAL; SUPPL P/N: PL 22C HL Y 220D
16	0236811	UNIT, CONTROL: TYPE: TOUCH SCREEN; SUPPLY: 220 V; INPUT: 220 V; OUTPUT: 220 V; MOUNT: FLASH; MODEL NO: PPC-5190A-G41-E15/R1G-R10; REFERENCE NO: SA13305074; SUPPL P/N: VMCI; ONE KEY RECOVERY, CD/DVD ROM
17	0502176	RELAY: TYPE: AUTOMOTION; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 58NO 2NC; CONTACT RATING: 24-220 VDC; ACTION: 3P60T; TERMINAL: 258 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: C264 M01 M691001340A00; PROGRAMMABLE

18	0677977	RELAY, CONTROL: CONTACT RATING: 5 A; CONTACT ARRANGEMENT: 1NO 1NC; COIL VOLTAGE: 220 VDC; ACTION: SPST; MOUNT: FLUSH/PANEL; TERMINAL: 88 SCREW; CONTACT MATERIAL: AGNI; ENCLOSURE RATING: IP20; TYPE: GENERATOR PROTECTION; REFERENCE NO: 169494; SUPPL P/N: C264-C01M691000310100; C264 EXTENSION BAY CONTROLLER; 42 PROGRAMMABLE
19	0502173	RELAY: TYPE: SYNCHRONIZER; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 7NO; CONTACT RATING: 220 VDC; ACTION: 6P; TERMINAL: 38 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: 7VE6320-6EB92-ODAO; 6 X V; PROGRAMMABLE
20	0226177	RELAY: TYPE: AUXILIARY; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO; CONTACT RATING: 300 VAC 5 A 1250 VA; MOUNT: PANEL; CONTACT MATERIAL: CU SILVER PLTD; SUPPL P/N: MVAA11T1NA1151A
21	0502174	RELAY: TYPE: BI-STABLE; COIL VOLTAGE: 220 VDC; CONTACT ARRANGEMENT: 6NO 6NC; CONTACT RATING: 220-250 V; ACTION: 2P20T; TERMINAL: 48 SCREW; MOUNT: FLUSH; ENCLOSURE RATING: IP52; CONTACT MATERIAL: AGNI; MANUF P/N: MVAJ 205TB1010A
22	0648309	SWITCH: TYPE: DC ISOLATOR; SPECIFICATION: RS01070; SUPPL P/N: 5RP145-TB
23	0648310	SWITCH: TYPE: LAMPS CHECK; SPECIFICATION: RS02230; SUPPL P/N: 5RP112B-TA
24	0648311	SWITCH: TYPE: SUPERVISORY ISOLATOR; SPECIFICATION: RS02190; SUPPL P/N: 5RP1690-TB
25	0648312	SWITCH: TYPE: SYNCHRONIZER SELECTOR; SPECIFICATION: RS02220; SUPPL P/N: 5RP146B-TA
26	0648313	SWITCH: TYPE: TAP CHANGE ISOLATOR; SUPPL P/N: 5RP145-TB
27	0648314	SWITCH: TYPE: LOCAL REMOTE SELECTOR; SPECIFICATION: RS02180; SUPPL P/N: 5RP1461-TB
28	0648315	SWITCH: TYPE: MANUAL/AUTO SELECTOR; SPECIFICATION: RS02200; SUPPL P/N: 5RP112B-TA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

29	0648316	SWITCH: TYPE: RAISE/LOWER SELECTOR; SPECIFICATION: RS022210; SUPPL P/N: 5RP112B-TA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
30	0648317	SWITCH: TYPE: AC ISOLATOR; SPECIFICATION: RS02190; SUPPL P/N: 5RP145-TB; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
31	0239948	RELAY: TYPE: MULTIMODE; COIL VOLTAGE: 24 VDC; CONTACT ARRANGEMENT: 3NO 3NC; CONTACT RATING: 250 VAC 10 A; ACTION: 3PDT; TERMINAL: 11 PIN; MOUNT: DIN RAIL; ENCLOSURE RATING: IP55; CONTACT MATERIAL: 90AG10NI; MODEL NO: 7-1393091-0, UNK; SUPPL P/N: MT321024; WITH TEST BUTTON
32	0637083	TRANSDUCER: TYPE: AC VOLTAGE; INPUT: 132 V; OUTPUT: 4-20 MA; POWER SOURCE: 230 VAC; APPLICATION: MEASUREMENT VOLTAGE; SUPPL P/N: MI416; CLASS 0.5; MICROPROCESSOR CONTROL
33	0608669	MODULE: TYPE: ANALOG INPUT (8X16)BIT; INPUT: 4-20 MA; OUTPUT: 4-20 MA; POWER SOURCE: 10-30 VAC; APPLICATION: GROUND LOOP PROTECTION/SURGE PROTECTION; COMMERCIAL SIZE: 16; SUPPL P/N: S- ADAM-4017+
34	0608674	CONVERTER, SIGNAL: TYPE: 2 WIRE TO 4 WIRE; INPUT: 4- 20 MA; OUTPUT: 0-20 MA; POWER SOURCE: 10-30 VDC; APPLICATION: SURGE PROTECTION/AUTO DATA FLOW CONTROL; MOUNT: RACK; CLASSIFICATION: IP65; SUPPL P/N: ADAM4520; ISOLATOR RS232 TO RS485 (2 WIRE)/ RS422 (4 WIRE)
35	0252374	MODULE, POWER SUPPLY: TYPE: EXCITATION; INPUT: 100-240 VAC/DC; OUTPUT: 24 VDC 10 A; APPLICATION: ABB ACS5000; HARDWARE: CONTROLLER; SUPPL P/N: 2866763; 3BHE016113R0110; PHOENIX CONTACT QUINT, CONFIGURED FOR UNITROL 6000 SYSTEM; MOUNTING: DIN RAIL NS35; INPUT: 100VAC....240VAC/90VAC....350VAC; DEGREE OF PROTECTION: IP20

36	0581483	TERMINAL: TYPE: BASIC; RATING: 10 A; SPECIFICATION: IEC 60947-7-1; MATERIAL: POLYAMIDE 6/6; MANUF P/N: KCH; SCREW CLAMP; DIODE INCLUDED; DIN RAIL MOUNTED; TERMITRONIX CONTROL ELEMENTS; 8 TERMINALS
37	0630889	RECORDER: TYPE: SINGLE LINE, DUAL BUS MODULAR IED; POTENTIAL: 230 VAC; 24-220 VDC; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; CURRENT: 1 A; SUPPL P/N: M8712Y91512X; 5000 EVENT STORAGE; TRANSDUCER INPUT OPTION THAT PROVIDES EIGHT INPUTS IN 0-1MA; 4-20MA OR 0-10V RANGES; ALL RATED TEMPERATURES AND 0-5A (AC) RANGE IS COMPLIANT TO IEC 60687 AND ANSI C12-30-1998 REVENUE; CLASS ACCURACY OF 0.2PCT; 1 RS-232 AND 3 CONFIGURABLE RS-232/RS-485 PORTS SUPPORTING BAUD RATES FROM 9600 TO 38400VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
38	0580199	RECORDER: TYPE: MULTI FUNCTION; POTENTIAL: 6VAC / 2 AC/DC INPUTS; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; MANUF P/N: M87120V1515C; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
39	0630949	RECORDER: TYPE: SINGLE LINE, DUAL BUS MODULAR IED; POTENTIAL: 230 VAC; 24-220 VDC; RECORDING TYPE: ELECTRONICALLY/DIGITALLY; CURRENT: 1 A; SUPPL P/N: M8723Y9000151Y2X; 5000 EVENT STORAGE; TRANSDUCER INPUT OPTION THAT PROVIDES EIGHT INPUTS IN 0-1MA; 4-20MA OR 0-10V RANGES; ALL RATED TEMPERATURES AND 0-5A (AC) RANGE IS COMPLIANT TO IEC 60687 AND ANSI C12-30-1998 REVENUE; CLASS ACCURACY OF 0.2PCT; 1 RS-232 AND 3 CONFIGURABLE RS-232/RS-485 PORTS SUPPORTING BAUD RATES FROM 9600 TO 38400VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

40	0631040	SWITCH, PUSHBUTTON: HEAD STYLE: FLAT RD BUTTON; COLOR: BLACK/RED; ELECTRICAL RATING: 400 VAC 10 A; ACTION: DPST; CONTACT ARRANGEMENT: 1NO 1NC; MOUNT: FRONT; SIZE: DIA 22 MM; APPLICATION: LOCAL START SWITCH; HOUSING: PLASTIC MOLDED; SUPPL P/N: 3SB3201-0AA21
41	0631039	SWITCH, PUSHBUTTON: HEAD STYLE: FLAT RD BUTTON; COLOR: BLACK/GREEN; ELECTRICAL RATING: 400 VAC 10 A; ACTION: DPST; CONTACT ARRANGEMENT: 1NO 1NC; MOUNT: FRONT; SIZE: DIA 22 MM; APPLICATION: LOCAL STOP SWITCH; HOUSING: PLASTIC MOLDED; SUPPL P/N: 3SB3201-0AA41
42	0608672	HUB, NETWORK: TYPE: INTERFACE; ACCESS TIME: 100/10000 MS; PORT TYPE: RS232/RJ45; POTENTIAL: 24/48 VDC TO 110/220 VAC; SPECIFICATION: IEC 6185; SUPPL P/N: MOXA-7728(PT-7728-S-PTP); MOUNT: RACK; 4 GIGABIT PORTS AND 24 FAST ETHERNET PORTS
43	0677979	UNINTERRUPTIBLE POWER SUPPLY: APPLICATION: RACK MOUNT GEN PROTECTION UPS; INPUT: 160-294 VAC; RATING: 850VA/600W; OUTPUT VOLTAGE: 230VAC (ADJUSTABLE +6/-10PCT); OUTPUT CURRENT: 5A AT 230VAC; SUPPL P/N: 5P850IR; PURE SINE WAVE OUTPUT
44	0648399	CONVERTER: TYPE: FIBER OPTIC TO CU; INPUT: OPTICAL FIBRE ST CONNECTION; OUTPUT: RS422; APPLICATION: GEN PROTECTION IRIG-B SIGNAL CONVERTER; RATING: 18-72 INPUT VOLTAGE VDC; REFERENCE NO: 4830CS09030; SUPPL P/N: 4830XC-81/BB
45	0126342	RELAY: TYPE: AUXILIARY; COIL VOLTAGE: 220-250 V; TERMINAL: CAPTIVE SCREW; MOUNT: PANEL; ENCLOSURE RATING: STL; REFERENCE NO: MVAX12B1DA1002A, UNK; VX 220/250V, REXT OHM
46	0608673	FILTER, ELECTRONIC: TYPE: SUPPRESSOR; POTENTIAL: 110/250 VAC; 220 VDC; FREQUENCY: 50-60 HZ; CURRENT: 10 A; MANUF P/N: 4830XC-81/BB; REFERENCE NO: 4830CS09030; SUPPL P/N: FN670-10/06; TWO STAGE PERFORMANCE FILTER; TEMPERATURE: 40 DEG C

47	0609277	RELAY: TYPE: AC MONOSTABLE; COIL VOLTAGE: 6-230 VAC; 6-220 VDC; CONTACT ARRANGEMENT: 3NC; CONTACT RATING: 10 A; ACTION: 3PDT; TERMINAL: 11 PIN; MOUNT: SOCKET; ENCLOSURE RATING: IP20; CONTACT MATERIAL: 90/10AGNI; SPECIFICATION: IEC 61810-1; SUPPL P/N: 7-1393091-7; S-RMT321220; MT SERIES AC WITH TEST BUTTON VERSION
48	0635297	SWITCH, PUSHBUTTON: HEAD STYLE: RD; COLOR: BLACK; ELECTRICAL RATING: 500 VAC; 250 VDC 5A 50/60 HZ; ACTION: SPST; CONTACT ARRANGEMENT: 1NO; MOUNT: PLUG IN; CONTACT RATING: 250 VDC 5 A; SIZE: DIA 22 X LG 25 MM; SUPPL P/N: ARF-G
49	0638383	BLOCK, TERMINAL: POTENTIAL: 24 VDC; CURRENT: 10 A; WIRE SIZE: 2.5 MM; CIRCUIT: 8; WIDTH: 70 MM; LENGTH: 150 MM; TERMINAL QUANTITY: 8; SUPPL P/N: GPE-100
50	0580196	BLOCK, TERMINAL: POTENTIAL: 300 V; CURRENT: 20 A; CIRCUIT: STAGE1,2,3; WIDTH: 240 MM; LENGTH: 177 MM; TERMINAL QUANTITY: 1-14; MANUF P/N: S-P99.1-8T/BLOCK; IP52 PROTECTION
51	0677976	PLUG, TEST: TYPE: VT/CT TEST BLOCK; BOWL SIZE: 3 MM; CONNECTION SIZE: M4; CONNECTION TYPE: SCREW; WEIGHT: 488 G; PRESSURE RATING: 23 BAR; DIAMETER: 159 MM; LENGTH: 51 MM; MATERIAL: THERMOPLASTIC; MATERIAL GRADE: ST; MATERIAL SPECIFICATION: AGNI; SPECIAL FEATURES: 28 TERMINALS; APPLICATION: GEN PROTECTION P991 TEST PLUG; REFERENCE NO: 992E; SUPPL P/N: P992C
52	0608676	HOLDER, FUSE: POTENTIAL: 500 VAC; CURRENT: 63 A; FUSE SIZE: DIA 75.4 X LG 100 MM; FUSE STYLE: SCREW CLAMP; MOUNT: PANEL; CONNECTION TYPE: SCREW; TYPE: ANTI VIBRATION; REFERENCE NO: 130009; SUPPL P/N: RS63HWH; CURRENT RANGE: 2-32A; MAXIMUM CABLE ENTRY: 50MM2; ASSOCIATED LINKS: RS63C-LINK; SAFE CLIP: H
53	0583362	HOLDER, FUSE: POTENTIAL: 660 V; CURRENT: 32 A; FUSE SIZE: DIA 17.5 X LG 58.5 MM; FUSE STYLE: OFFSET TAGS; MOUNT: DIN RAIL/PANEL; TYPE: SAFELOC; MANUF P/N: 32NNSFBS; FUSE LINK: NSD

54	0625894	FUSE, CARTRIDGE: CURRENT: 2 A; POTENTIAL: 550 V; CONNECTION TYPE: OFFSET BLADE TAGS; DIMENSIONS: DIA 13.8 X LG 58.7 MM; INTERRUPT CAPACITY: 80 KA; TYPE: HRC; CASE MATERIAL: CERAMIC; SPECIFICATION: NSD2; REFERENCE NO: NSD2; SUPPL P/N: NSD2
55	0583375	FUSE: TYPE: HRC; CURRENT: 6 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.5 MM; SPECIFICATION: BS55; IEC 269-1; MANUF P/N: NSD6; CATEGORY GG; SIZE: F1
56	0583376	FUSE: TYPE: HRC; CURRENT: 10 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.7 MM; MANUF P/N: NSD10
57	0583377	FUSE: TYPE: HRC; CURRENT: 16 A; POTENTIAL: 550 VAC; CONNECTION: OFFSET TAG; DIMENSIONS: DIA 13.8 X LG 58.7 MM; MANUF P/N: NSD16
58	0117227	FUSE, CARTRIDGE: CURRENT: 20 A; POTENTIAL: 415 VAC; CONNECTION TYPE: SCREW CLAMP; DIMENSIONS: DIA 22 X LG 84 MM; TYPE: CURRENT LIMITING; CASE MATERIAL: CERAMIC; SUPPL P/N: TIA20; SUPPLIER NOTE, THE ITEM MUST BE PROTECTIVE PACKED AND CLEARLY MARKED
59	0677978	SWITCH, LIMIT: POTENTIAL: 250 VAC; CURRENT: 10 A; ACTION: SPDT; ACTUATOR: LONG ROLLER LEVER; CONTACT ARRANGEMENT: 1NO 1NC; ENCLOSURE: IP41; APPLICATION: PANEL DOOR; SUPPL P/N: CMV103D
60	0581479	TERMINAL: TYPE: BUSBAR; RATING: 1000V 192A; SPECIFICATION: IEC60947-7-1; MANUF P/N: DPBB70; CONNECTION TYPE: 2 NUT BOLTS; OVERALL DIMENSIONS: 42X90 MM; TERMINAL PITCH: 37 MM
61	0575220	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 57A; SPECIFICATION: IEC 60947-7-1; MATERIAL: POLYAMIDE 6/6; MANUF P/N: KULT1; 1,5MM2 - 10MM2 STRANDED CONDUCTOR

62	0581480	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 32 A; SPECIFICATION: IEC60947-7-1; MATERIAL: POLYAMIDE 6/6; SUPPL P/N: KULT 6; 0,5MM2 - 6MM2 STRANDED CONDUCTOR
63	0575159	TERMINAL: TYPE: SPRING LOADED SCREW CLAMP TERMINAL; RATING: 1000V 32 A; SPECIFICATION: IEC60947-7-1; MATERIAL: POLYAMIDE 6/6; SUPPL P/N: KULT 4; 0,5MM2 - 4MM2 STRANDED CONDUCTOR
64	0581482	TERMINAL: TYPE: FUSE; RATING: 800V 6.3A; SPECIFICATION: IEC 60947-7-1; MANUF P/N: KUDF4; TYPE OF CONNECTION: 2 SCREW CLAMP; OVERALL DIMENSIONS: 42.5X58 MM; TERMINAL PITCH: 8 MM
65	0684928	TRANSFORMER, POTENTIAL: TYPE: STATOR EARTH FAULT; PHASE: 1; INPUT POTENTIAL: 660 VAC; OUTPUT POTENTIAL: 525 VAC; BURDEN: 3000 VA; CREEPAGE: 10 MM; STYLE: OPEN; SUPPL P/N: J67663/5
66	0241447	DEVICE: TYPE: GENERATOR 20 HZ; SUPPL P/N: 7XT3300- 0CA00; SIEMENS
67	0239781	DEVICE: TYPE: 20 HZ BAND PASS FILTER; SUPPL P/N: 7XT3400-0CA00/BB

2.2 Technical specifications

Refer to signed scope of work

2.3 Supporting Documents supplied by *Purchaser*

The *Supplier* shall comply with all the following procedures / documentations.

The following documents will be supplied within one week of the contract being signed:

Quality Control Plan and Contract Plan Approval Process Standard 39-71.
OHSACT Requirements
SANS Approved standards
QM58 – Eskom's Quality Requirements

These documents and standards may be reviewed from time to time. In all cases, the latest revision will be applicable, unless the *Purchaser* indicates otherwise in writing.

2.4 Packaging / Crating

- The *Supplier* shall be responsible for the packaging of all Generator Protection Spares delivered to Kusile Power Station – Main Stores.
- All the spares supplied *shall* be individually wrapped as per the Kusile Commercial Stock Preservation and Management procedure

2.5 Delivery to Site

- The *Supplier* shall be responsible for the transportation of all Generator Protection Spares delivered to Kusile Power Station – Main Stores.
- Ownership will only be transferred to the *Purchaser* upon payment

2.6 Supply before award of contract

The *Supplier* will provide the following before the contract is awarded:
Material Certificates to be provided by the *Supplier* upon delivery

2.1 Purchaser's design

As per the Boiler Tubes drawing

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

N/A

2.3 Other requirements of the *Supplier's* design

N/A

2.4 Use of *Supplier's* design

N/A

2.5 Manufacture & fabrication

As per the Boiler Tubes drawing

2.6 Factory acceptance testing (FAT)

QC to be done with the end user before and after delivery

2.7 Other tests and inspections and commissioning in place of use

All relevant required certificates to be supplied

2.8 Operating manuals and maintenance schedules

N/A

3 Supply Requirements

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

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
- 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

- 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 or other decided by end user on a as and when required basis
- 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

5.3 Marking the *goods*

- Batches to be clearly mark and packed according to the price list or scope
- All nuts and washers to be packed separately in a good and strong container / bag

5.4 Constraints at the delivery place and place of use

- End user will determine the offloading point at time
- Fork with driver will be supplied for off loading
- Pellets to convey the batch must be strong enough to carry and transport load at anytime

5.5 Cooperating with Others

- Co-operation with others will be from time to time and on an as and when required basis decided by the end user

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	<i>Supplier</i>
	Spares Insurance Cover	<i>Supplier</i>

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

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

5.9 Health and safety risk management

SHEQ Policy

Eskom SHEQ Policy

Eskom has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the Service Provider/Contractor and prominently displayed where employees normally report for duty. Signed copy of the OHS policy shall form part of the SHE file.

SHE PLAN REQUIREMENTS:-

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the Construction work, which must be updated/reviewed as the work progresses/changes. When a principal *Contractor* intends appointing contractor, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Kusile Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to Kusile's Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10.. *Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*
All *Contractor* personnel must have First aid and firefighting training

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction, and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5. Fire protection

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

CONTRACT TITLE: SUPPLY AND DELIVERY OF GENERATION PROTECTION SPARES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Kusile SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

3.1.7 Reporting of accidents

The *Employer* 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 *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Contractor* of his legal obligations 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.

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its work place and its employees;
- refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

3.1.10 Safety Regulations of the Employer

The *Contractor* conforms to the Eskom Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

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

The *Purchaser* is in the process of implementing an ISO 9001:2000 series, therefore the *Supplier* will be expected to implement a quality system and maintains the quality system until the completion of this contract. The *Supplier* will comply with the provisions of the ISO 9001:2000 series

The *Supplier* will work according to the *Purchaser's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Supplier* will work according to the Generation Quality manual and professional guidelines.

- Quality Control Plan and Contract Plan Approval Process Standard 39-71.
- SANS Approved standards
- QM58 – Eskom's Quality Requirements

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

Changing the service information

- Access
- Provision by the *Employers*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events
- *Employer's* breach of contract

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**

N/A

6.1.2 Limitations on subcontracting

N/A

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

- To be negotiated with end user and *Supply Manager*

6.1.5 Cataloguing requirements by the *Supplier*

N/A

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.
