



NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **Supply and delivery of Laboratory Chemicals to
Hendrina Power Station over a period of 5 years as
and when required.**

Contents:

- Part C1 Agreements & Contract Data**
- Part C2 Pricing Data**
- Part C3 Scope of Work**

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Purchaser*

C1.2b Contract Data provided by the *Supplier*

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 Laboratory Chemicals to Hendrina Power Station over a period of 5 years as and when required

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) N/A	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

Eskom Holdings SOC Ltd
Hendrina Power Station
Impala Street
Pullenshope
Private Bag X 1003
Pullenshope, 1096

(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

No.	Subject	Details
1	No Deviations	No Deviations

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

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

For the tenderer:

For the *Purchaser*

Signature Name Capacity On behalf of (Insert name and address of organisation) Name & signature of witness Date Eskom Holdings SOC Ltd Hendrina Power Station Impala Street Pullenshope Private Bag X 1003 Pullenshope,1096
---	---

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <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 X17: Low performance damages X20: Key Performance Indicators Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	
	Address	Hendrina Power Station
	Tel	
	E-mail	
11.2(13)	The <i>goods</i> are	Laboratory Chemicals
11.2(13)	The <i>services</i> are	Supply and delivery of Laboratory Chemicals to Hendrina Power Station over a period of 5 years as and when required.

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

11.2(14)	The following matters will be included in the Risk Register	1) Late Deliveries 2) Supply of goods not according to specifications
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	2 working days
2	The Supplier's main responsibilities	The Supplier provides the following additional documentation at the time of delivery: 1. The <i>Supplier</i> will provide, records, datasheets, materials, facilities and samples for all tests and inspections. 2. Tax invoice as per task order.
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed at contract award
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	On an "as and when required" basis, As per task order.
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	Supplier informs the Purchaser to come and inspect and accept all goods before effecting delivery.
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 Weeks of the Contract Date
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	4 weeks
4	Testing and defects	
42	The <i>defects date</i> is	On the day of the delivery.
43.2	The <i>defect correction period</i> is	1 week after delivery of goods
42.2	The <i>defects access period</i> is	To be negotiated between Purchaser and Supplier
5	Payment	
50.1	The <i>assessment interval</i> is	After each delivery and acceptance of the item/s
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 Days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South

Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(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 *mutatis mutandis* 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.

6	Compensation events	As per NEC Core clause 60.
7	Title	As per NEC Core clause 70.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Late Deliveries 2. Supplier not meeting quality requirements can result in financial and production loss. 3. Incorrect Specification used can result in production losses/financial loss/PFMA violation
84	Insurance cover	
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.	<p><u>Loss of or damage to property</u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
	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	The amount required by the applicable law
87	<p>Insurance by the <i>Purchaser</i></p> <p>The <i>Purchaser</i> provides the insurances stated in the Insurance Table B</p> <p style="text-align: center;">Insurance Table B</p>	
87.1	Insurance against or name of policy	Minimum amount of cover or minimum limit 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

88.1 The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to

R0.0 (zero Rand)

88.2 For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to

(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event described in the "Format A" insurance policy available

and

(2) for all other existing *Purchaser's* property the highest applicable deductible (first amount payable) namely:

- **R15 million (fifteen million Rand) for Generation Division property;**

See notes in Annexure B

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The Total Purchase Order Value
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Total Purchase Order Value
88.5	The <i>end of liability date</i> is	5 years after Delivery of the whole of the goods.

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	To be known once the dispute arises.
	Tel No.	To be known once the dispute arises.
	Fax No.	To be known once the dispute arises.
	e-mail	To be known once the dispute arises.
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	[to be announced] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The month prior to the enquiry closing date.
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by

		65%	D4-Consumables	Seifsa
		20%	L 2(B) Transport	Seifsa
		15%	non-adjustable	
		100%		
X2	Changes in the law			
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
A	Delay damages for Delivery are	0.5% (zero point five per centum) increments of the batch order value per calendar day late, until damages have accumulated to 10% of the batch order.		
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	Stated in the Purchaser's goods information		
X20	Key Performance Indicators (not used when Option X12 applies)		To be initiated on contract award as per sample on last page.	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Appendix B on the last page of this document. No incentives will be paid out for Key performance indicators		
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 /monthly		
Z	The additional conditions of contract are		Z1 to Z12 always apply for Eskom	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 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 <i>Purchaser's</i> 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.

- Z13.1 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.

- Z13.2 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.
- Z13.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z13.4 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.
- Z13.5 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.
- Z13.6 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.

Annexure A: Supply Requirements

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:

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CIP	Hendrina Power Station
D	arrival	DAF, DES, DEQ, DDU, DDP	

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	As stated in the contract document	
2. The requirements for transport are	As stated in the contract document	
3. The delivery place is	Hendrina Power Station (Chemical services WTP chemical store room)	
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	Included in tendered rates
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	As stated in the contract document
For international procurement	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Supply of Chemicals	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Certificate of Analysis as defined in the component description.	
	Safety Data Sheets Certificates in 16-point format for all the chemicals listed in the scope of work.	
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

Annexure B: Insurance provided by the Purchaser

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

Supplier's liability for damage to the Purchaser's property

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
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 and services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]As per batch order</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]As per batch order	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]As per batch order												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title
C2.1	Pricing assumptions
C2.2	The <i>price schedule</i>

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Spares requirement

Item no.	Description	Unit	Quantity	Rate	Price
1	Acetone 2.5L	Ea	40		
2	Acetyl Acetone 2.5L	Ea	15		
3	Ascorbic Acid 500g	Ea	20		
4	Ascorbic Acid Powder Pillow	Ea	50		
5	Acid 6 Molar Phosphoric Cartridges 0.3 L	Ea	100		
6	Aluvere 3 Aluminium Reagent Powder Pillow for 10ml sample 0.008 – 0.800mg/l Al ³⁺	Ea	50		
7	1-Amino-2-Hydroxy-4Naphthalene Sulfonic Acid 100g	Ea	50		
8	Amino Acid F Dilution Solvent 500ml	Ea	200		
9	Amino Acid F Reagent Powder 410g	Ea	200		
10	Ammonium Molybdate 500g	Ea	60		
11	Ammonium Hydroxide 25%	Ea	50		
12	Ammonium Ferrous Sulphate 500g	Ea	50		
13	Aqualine Electrolyte A	Ea	100		
14	Aqualine Electrolyte CG	Ea	100		
15	Ammonium Chloride 500g	Ea	100		
16	Ammonia Solution 35% 2.5 L	Ea	20		
17	Ammonium Molybdate 4Hydrate 500g	Ea	50		
18	Ammonium Ferrous Sulfate Hexahydrate 500g	Ea	50		
19	AMI Silitrace standard	Ea	120		
20	BDH 4.5 Indicator 500 ml	Ea	30		
21	Bromophenol Blue indicator 25g	Ea	30		
22	Benzoic Acid Tablets 26.4381 MJ/Kg 200g	Ea	30		

23	Chemical Oxygen Demand TNT plus Vial Test/25Tests 1 – 60mg/l COD	Ea	120		
24	Calcium Carbonate 500g	Ea	100		
25	Calcium Chloride 500g	Ea	50		
26	Chloride Standard 1000 ppm Titrisol Ampule AR grade and preserved in H2O for IC	Ea	100		
27	Chloride Standard 1000 ppm Standard AR grade and preserved in H2O for IC	Ea	50		
28	Calcium Standard 1000 ppm Titrisol Ampule AR grade and preserved in HNO3 for AAS	Ea	100		
29	Calcium Standard 1000 ppm Standard AR grade and preserved in HNO3 for AAS	EA	50		
30	Conductivity Standard 1470 µS/cm	EA	80		
31	Conductivity Standard 147 µS/cm	EA	80		
32	Conductivity Standard 1413 µS/cm	EA	80		
33	Copper Standard 1000 ppm Titrisol Ampule AR grade and preserved in HNO3 for AAS	EA	100		
34	Copper Standard 1000 ppm Standard AR grade and preserved in HNO3 for AAS	EA	50		
35	Copper Reagent Powder Pillow for 10ml Sample/100pk	EA	60		
36	Calcon Carboxylic Acid 500ml	EA	50		
37	Citric Acid F Reagent 500ml	EA	200		
38	Camphor 250g	EA	10		
39	Coal QC General Analysis Standard 150g	EA	60		
40	Combitrant 5	EA	100		
41	Chloroform-Isoamyl Alcohol	EA	100		
42	DPD 1 Tablet Ness Toil 250/Box	EA	6000		
43	Di – isopropylamine 2.5 L	EA	3000		
44	Diphoterine solution combined with TRIVOREX Neutralizing Absorbent	EA	15		
45	Disodium Salt of Ethylene Diamine Tetra- Acetic Acid (EDTA- Na2)	EA	50		
46	EDTA Solution 0.02N 2.5 L	EA	30		
47	Ethanol Solution 99% 2.5 L	EA	10		

48	Ethanol 100% 2.5 L	EA	50		
49	Sodium etching Solution (HF) 500ml	EA	100		
50	Eriochrome Black T 25g	EA	50		
51	Extran Liquid Detergent Soap 1.8 L	EA	100		
52	Eluent Concentrate Sodium Carbonate 4.5mM 250ml	EA	50		
53	Eluent Concentrate Sodium Bicarbonate 1.4 mM 250ml	EA	50		
54	Flourescein Sodium Salt 5 kg	EA	500		
55	Floride Standard 1000ppm 500ml	EA	10		
56	Hydrochloric Acid 32% 2.5L	EA	100		
57	Hydrochloric Acid 65% 2.5L	EA	100		
58	Hydrogen Peroxide 35% 1L	EA	30		
59	Hydranal Water standard 5ml Vials	EA	300		
60	Hydranal Coulomat AG 500ml Bottles	EA	50		
61	Hydranal Coulomat CG	EA	100		
63	Hydranal Oil	EA	50		
64	Hydranal Coulomat AD	EA	50		
65	Hexane Fraction Solution 2,5L Bottles	EA	60		
66	Iron Standard 1000 ppm 500ml Titrisol Ampule	EA	100		
67	Iron Standard 1000 ppm 500ml	EA	50		
68	KHP (Potassium Hydrogen Phthalate) 500ml	EA	60		
69	Hydrated Lime (Calcium Hydroxide) 25 kg Bags	EA	30		
70	Mercuric Chloride 500g	EA	10		
71	Magnesium Chloride 500g	EA	50		
72	Methyl red 50g	EA	20		
73	Methanol 2.5L	EA	50		
74	Molybdate 3 Reagent 1L	EA	300		
75	Methyl Orange Solution 500ml	EA	20		
76	Magnesium Standard 1000 ppm 500ml Titrisol Ampule	EA	100		
77	Magnesium Standard 1000 ppm 500ml	EA	50		
78	Manganese Low Range Powder for 25ml sample 100/pkt	EA	80		
79	"Multi-Element Standard that contains Seven Anions that contains Cl, SO4, NO2, NO3, PO4, F and Br) 500ml"	EA	100		
80	Methylated Spirit 25 L	EA	60		
81	"Nitric acid 0.1N	EA	100		

82	Nitric Suprapur Acid 65% 2.5L	EA	100		
83	Nitrate Standard 1000ppm 500ml	EA	5		
84	Nitrite Standard 1000ppm 500ml	EA	5		
85	NitraVer 5 Nitrate Reagent Powder for 5ml Sample100/pkt 50mg/l NO3-N	EA	100		
86	NitraVer 3 Nitrate Reagent Powder for 10ml Sample100/pkt 0.002 – 0.300mg/l NO2-N	EA	100		
87	Oxalic Acid 500g	EA	50		
88	Oxalic Acid Dehydrate 500g	EA	100		
89	Oxidizer Ammonium Persulphate Cartridges 15% 0.150L	EA	150		
90	Oxycon Online Silitrace Reagent	EA	120		
91	Oxycon Chlorine Reagent	EA	120		
92	Potassium Dichromate 500g	EA	10		
93	Potassium Iodide 500g	EA	50		
94	Potassium Antimony Tartrate 500g	EA	50		
95	Potassium Chloride 500g	EA	300		
96	Potassium Sulfate 500g	EA	50		
97	Potassium Hydroxide 500g	EA	70		
98	Potassium Dihydrogen Orthophosphate 500g	EA	50		
99	Potassium Standard 1000 ppm 1000 ml Titrisol Ampule	EA	100		
100	Potassium Standard 1000ppm 500ml	EA	50		
101	Phosphate Standard 1000ppm 1000 ml Titrisol Ampule	EA	50		
102	"Phosphate Standard 1000ppm	EA	30		
103	Phosphate Low Range Reagent powder (100 Test)	EA	80		
104	Propanol Alcohol	EA	25		
105	Phenolphthalein Powder / Solution 100ml	EA	20		
106	Potassium Metabisulphite 500g	EA	100		
107	Potassium Disulphite 500g	EA	100		
108	Phosphoric acid	EA	50		
109	Photometry for Chematest Set	EA	3		
110	PH Buffer 0-5 500ml	EA	300		
111	PH Buffer 4 500ml	EA	300		
112	PH Buffer 7 500ml	EA	300		
113	PH Buffer 9 500ml	EA	300		

114	PH Buffer 10 500ml	EA	300		
115	PH Indicator 100ml	EA	50		
116	Sodium Hydroxide (Caustic Pellets) 5 kg	EA	3000		
117	Sodium Carbonate 0.1N	EA	20		
118	Sodium Persulfate	EA	35		
119	Sulphuric Acid 98% 2.5 L	EA	50		
120	Sulphuric Acid 1000 ppm 500ml Ampule,	EA	20		
121	Sulphuric Acid Standard 1000 ppm 1000ml	EA	20		
122	Silica Standard As SiO2 1000 ppm 500ml	EA	30		
123	Silica Standard As SiO2 1000 ppm 1000 ml	EA	30		
124	Sodium Chloride 500g	EA	100		
125	Sodium Hydrogen Carbonate 500g	EA	25		
126	Sodium Carbonate Salt Anhydrous 500g	EA	25		
127	Sodium Fluoride 500g	EA	5		
128	Sodium Nitrate 500g	EA	5		
129	Sodium Nitrite 500g	EA	5		
130	Sulphate Standard 1000 ppm 1000ml	EA	100		
131	Sulphate Standard 1000 ppm 500ml Titrisol Ampule	EA	50		
132	Sulfate Reagent Powder Pillows for 10ml Sample/100 pack	EA	150		
133	Sodium Standard 1000 ppm 1000ml	EA	150		
134	Sodium Standard 1000 ppm 500ml Titrisol Ampule	EA	50		
135	Sodium Acetate Salt 500g	EA	30		
136	Sodium Formate Salt 500g	EA	30		
137	Seven Anions Standard that contains Cl, SO4, NO2,NO3,PO4, F and Br) 200ml	EA	100		
138	Silver Nitrate 500g	EA	25		
139	SPADNS 2 (Arsenic free) Fluoride Reagent Solution 500ml	EA	30		
140	Sucrose,p-benzoquinone	EA	50		
141	Tartaric Acid 500g	EA	60		
142	Trisodium Phosphate (TSP) 25kg	EA	1300		
143	Tween 20 1 L	EA	50		
144	Toluene 2.5L	EA	50		

145	Turbidity Calibration Set (Vials) <0.1, 20, 200,1000,4000, 7500 NTU	EA	12		
146	Total Organic Carbon Standard 1000 ppm 500ml	EA	30		
147	TRIS (Hydroxymethyl Amino Methane) 500g	EA	20		
148	Visometer standard sets	EA	5		
149	Zinc Standard 1000 ppm 500ml Titrisol Ampule	EA	5		
150	Zinc Standard 1000ppm 1000ml	EA	5		

The total of the Prices

PART 3: SCOPE OF WORK

SUPPLY AND DELIVER ITEMS LISTED ON THE PRICE SCHEDULE

- Drawings will be provided Annexure C

Document reference	Title
	This cover page
C3.1	<i>Purchaser's</i> Goods Information
C3.2	<i>Supplier's</i> Goods Information

C3.1: PURCHASER'S GOODS INFORMATION

Contents

Part 3: Scope of Work.....	31
C3.1: <i>Purchaser's</i> Goods Information.....	32
1 Overview and purpose of the <i>goods</i> and <i>services</i>	33
• Supply and delivery of Steel to Hendrina Power Station- Main Stores on an "as and when required" basis. Error! Bookmark not defined.	
2 Specification and description of the <i>goods</i>	33
2.1 <i>Purchaser's</i> design	44
2.2 Procedure for submission and acceptance of <i>Supplier's</i> design	44
2.3 Other requirements of the <i>Supplier's</i> design	44
2.4 Use of <i>Supplier's</i> design	44
2.5 Manufacture & fabrication.....	44
2.6 Factory acceptance testing (FAT)	44
2.7 Other tests and inspections and commissioning in place of use.....	44
2.8 Operating manuals and maintenance schedules	45
3 Supply Requirements	45
4 Specification of the <i>services</i> to be provided	45
5 Constraints on how the <i>Supplier</i> Provides the Goods.....	45
5.1 Programming constraints.....	45
5.2 Work to be done by the Delivery Date	45
5.3 Marking the <i>goods</i>	46
5.4 Constraints at the delivery place and place of use.....	46
5.5 Cooperating with Others	46
5.6 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	46
5.7 Management meetings	46
5.8 Documentation control.....	47
5.9 Health and safety risk management	47
5.10 Environmental constraints and management	51
5.11 Quality.....	52
5.12 Invoicing and payment.....	52
5.13 Insurance provided by the <i>Purchaser</i>	52
5.14 Contract change management	52
5.15 Provision of bonds and guarantees	53
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	53
6 Procurement	53
6.1 Subcontracting	53
6.1.1 Preferred subcontractors	53
6.1.2 Limitations on subcontracting	53
6.1.3 Spares and consumables	53
• Not Applicable.....	53
6.1.4 Other requirements related to procurement.....	53
6.1.5 Cataloguing requirements by the <i>Supplier</i>	53
7 List of drawings	53
7.1 Drawings issued by the <i>Purchaser</i>	53
8 X17 - Low performance damages	54
C3.2 <i>Supplier's</i> Goods Information.....	56

1 Overview and purpose of the *goods and services*

Supply and delivery of Laboratory Chemicals to Hendrina Power Station over a period of 5 years as and when required

2 Specification and description of the *goods*

- As per full technical specification given on Goods Information / Price schedule Specifications (include Environmental specification) and drawing Numbers (where applicable). The *Supplier* implements a quality system and maintains the quality system until the delivery of all consumables. The system will be to the *Purchaser's* satisfaction and will be 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.

Technical Specifications

Product Description	Concentration	Package Size	Specifications	Quantity / 5 Years
Acetone		2.5 L	AR grade, Assay min 99.5%,	40
Acetyl Acetone		2.5 L	AR grade, Assay min 99.5%,	15
Ascorbic Acid		500g	AR grade, Assay min 99.5%,	20
Ascorbic Acid Powder Pillow			AR grade, Assay min 99.5%,	50
Acid 6 Molar Phosphoric Cartridges		0.3 L	For TOC, AR grade, Assay min 99.5%,	100
Aluvere 3 Aluminium Reagent Powder Pillow for 10ml sample	0.008 – 0.800mg/l Al ³⁺			50
1-Amino-2-Hydroxy-4Naphthalene Sulfonic Acid		100g	AR grade, Assay min 99.5%,	50
Amino Acid F Dilution Solvent		500ml	AR grade, Assay min 99.5%,	200
Amino Acid F Reagent Powder		410g	AR grade, Assay min 99.5%,	200
Ammonium Molybdate		500g	AR grade, Assay min 99.5%,	60
Ammonium Hydroxide	25%		AR grade, Assay min 99.5%,	50
Ammonium Ferrous Sulphate		500g	AR grade, Assay min 99.5%,	50
Aqualine Electrolyte A		500ml	AR grade, Assay min 99.5%,	100
Aqualine Electrolyte CG		500ml	AR grade, Assay min 99.5%,	100
Ammonium Chloride		500g	AR grade, Assay min 99.5%,	100
Ammonia Solution	35%	2.5 L	AR grade, Assay min 99.5%,	20

Ammonium Molybdate 4Hydrate		500g	AR grade, Assay min 99.5%,	50
Ammonium Ferrous Sulfate Hexahydrate		500g	AR grade, Assay min 99.5%,	50
AMI Silitrace standard				120
BDH 4.5 Indicator		500 ml	AR grade, Assay min 99.5%,	30
Bromophenol Blue indicator		25g	AR grade, Assay min 99.5%,	30
Benzoic Acid Tablets	26.4381 MJ/Kg	200g	AR grade, Assay min 99.5%,	30
Chemical Oxygen Demand TNT plus Vial Test/25Tests	1 – 60mg/l COD		AR grade, Assay min 99.5%,	120
Calcium Carbonate		500g	AR grade, Assay min 99.5%,	100
Calcium Chloride		500g	AR grade, Assay min 99.5%,	50
Chloride Standard	1000 ppm		Titrisol Ampule AR grade and preserved in H2O for IC	100
Chloride Standard	1000 ppm		Standard AR grade and preserved in H2O for IC	50
Calcium Standard	1000 ppm		Titrisol Ampule AR grade and preserved in HNO3 for AAS	100
Calcium Standard	1000 ppm		Standard AR grade and preserved in HNO3 for AAS	50
Conductivity Standard	1470 μ S/cm		AR grade, Assay min 99.5%,	80
Conductivity Standard	147 μ S/cm		AR grade, Assay min 99.5%,	80
Conductivity Standard	1413 μ S/cm		AR grade, Assay min 99.5%,	80
Copper Standard	1000 ppm		Titrisol Ampule AR grade and preserved in HNO3 for AAS	100
Copper Standard	1000 ppm		Standard AR grade and preserved in HNO3 for AAS	50

Copper Reagent Powder Pillow for 10ml Sample/100pk	2 – 210ug/l CU			60
Calcon Carboxylic Acid		500ml	AR grade, Assay min 99.5%,	50
Citric Acid F Reagent		500ml	AR grade, Assay min 99.5%,	200
Camphor		250g	AR grade, Assay min 99.5%,	10
Coal QC General Analysis Standard		150g	AR grade, Assay min 99.5%,	60
Combititrant 5		100ml		100
Chloroform-Isoamyl Alcohol		2.5 L		100
DPD 1 Tablet Ness Toil		250/Box	AR grade, Assay min 99.5%,	6000
Di – isopropylamine		2.5 L	AR grade, Assay min 99.5%,	3000
Diphoterine solution combined with TRIVOREX Neutralizing Absorbent	Wall mounted station			15
Disodium Salt of Ethylene Diamine Tetra- Acetic Acid (EDTA- Na ₂)		25Kg	AR grade, Assay min 99.5%,	50
EDTA Solution	0.02N	2.5 L	AR grade, Assay min 99.5%,	30
Ethanol Solution	99%	2.5 L	AR grade, Assay min 99.5%,	10
Ethanol	100%	2.5 L	AR grade, Assay min 99.5%,	50
Sodium etching Solution (HF)		500ml	AR grade	100
Eriochrome Black T		25g	AR grade, Assay min 99.5%,	50
Extran Liquid Detergent Soap		1.8 L	AR grade, Assay min 99.5%,	100
Eluent Concentrate Sodium Carbonate	4.5mM	250ml	AR grade, Assay min 99.5%,	50
Eluent Concentrate Sodium Bicarbonate	1.4 mM	250ml	AR grade, Assay min 99.5%,	50

Flourescein Sodium Salt		1 kg	AR grade, Assay min 99.5%,	300
Floride Standard	1000ppm	500ml	AR grade, Assay min 99.5%,	10
Hydrochloric Acid	32%	2.5L	AR Grade AR grade, Assay min 99.5%,	100
Hydrochloric Acid	65%	2.5L	Ultrapure AR grade, Assay min 99.5%,	100
Hydrogen Peroxide	35%	1L	AR grade, Assay min 99.5%,	30
Hydranal Water standard Vials	1000 ppm	5ml	AR grade, Assay min 99.5%,	300
Hydranal Coulomat AG		500ml	AR grade, Assay min 99.5%,	50
Hydranal Coulomat CG		500ml	AR grade, Assay min 99.5%,	100
Hydranal Oil		500ml	AR grade, Assay min 99.5%,	50
Hydranal Coulomat AD		500ml	AR grade, Assay min 99.5%,	50
Hexane Fraction Solution		2,5L	AR grade, Assay min 99.5%,	60
Iron Standard	1000 ppm	500ml	Titrisol Ampule AR grade, Assay min 99.5%,	100
Iron Standard	1000 ppm	500ml	Standard AR grade, Assay min 99.5%,	50
KHP (Potassium Hydrogen Phthalate)		500ml	AR grade, Assay min 99.5%,	60
Hydrated Lime (Calcium Hydroxide)		25 kg	AR grade, Assay min 99.5%,	30
Mercuric Chloride		500g	AR grade, Assay min 99.5%,	10
Magnesium Chloride		500g	AR grade, Assay min 99.5%,	50
Methyl red		50g	AR grade, Assay min 99.5%,	20
Methanol		2.5 L	AR grade, Assay min 99.5%,	50

Molybdate 3 Reagent		1L	AR grade, Assay min 99.5%,	300
Methyl Orange Solution		500ml	AR grade, Assay min 99.5%,	20
Magnesium Standard	1000 ppm	500ml	Titrisol Ampule AR grade and preserved in H2O for IC	100
Magnesium Standard	1000 ppm	500ml	Standard AR grade and preserved in H2O for IC	50
Manganese Low Range Powder for 25ml sample 100/pkt				80
Multi-Element Standard that contains Seven Anions (Cl, SO4, NO2, NO3, PO4, F and Br)		500 ml	AR grade, Assay min 99.5%, preserved in H2O for IC	100
Methylated Spirit		25 L	AR grade, Assay min 99.5%,	60
Nitric acid	0.1N	2.5L	Ampule AR grade, Assay min 99.5%,	100
Nitric Suprapur Acid	65%	2.5L	AR grade, Assay min 99.5%,	100
Nitrate Standard	1000ppm	500ml	AR grade, Assay min 99.5%,	5
Nitrite Standard	1000ppm	500ml	AR grade, Assay min 99.5%,	5
NitraVer 5 Nitrate Reagent Powder for 5ml Sample 100/pkt	50mg/l NO3-N			100
NitraVer 3 Nitrate Reagent Powder for 10ml Sample 100/pkt	0.002 – 0.300mg/l NO2-N			100
Oxalic Acid		500g	AR grade, Assay min 99.5%,	50
Oxalic Acid Dehydrate		500g	AR grade, Assay min 99.5%,	100
Oxidizer Ammonium Persulphate Cartridges	15%	0.150L	AR grade, Assay min 99.5%,	150
Oxycon Online Silitrace Reagent			AR grade, Assay min 99.5%,	120

Oxycon Chlorine Reagent			AR grade, Assay min 99.5%,	120
Potassium Dichromate		500g	AR grade, Assay min 99.5%,	10
Potassium Iodide		500g	AR grade, Assay min 99.5%,	50
Potassium Antimony Tartrate		500g	AR grade, Assay min 99.5%,	50
Potassium Chloride		500g	AR grade, Assay min 99.5%,	300
Potassium Sulfate		500g	AR grade, Assay min 99.5%,	50
Potassium Hydroxide		500g	AR grade, Assay min 99.5%,	70
Potassium Dihydrogen Orthophosphate		500g	AR grade, Assay min 99.5%,	50
Potassium Standard	1000 ppm	1000 ml	Titrisol Ampule AR grade and preserved in H2O for AAS	100
Potassium Standard	1000ppm	500ml	Standard AR grade and preserved in H2O for AAS	50
Phosphate Standard	1000ppm	1000 ml	Titrisol Ampule AR grade and preserved in H2O for IC	50
Phosphate Standard	1000ppm	500ml	Standard AR grade and preserved in H2O for IC	30
Phosphate Low Range Reagent powder (100 Test) for			AR grade, Assay min 99.5%,	80
Propanol Alcohol		2.5 L	AR grade, Assay min 99.5%,	25
Phenolphthalein Powder / Solution		100ml	AR grade, Assay min 99.5%,	20
Potassium Metabisulphite		500g	AR grade, Assay min 99.5%,	100
Potassium Disulphite		500g	AR grade, Assay min 99.5%,	100
Phosphoric acid		500g		50

Photometry for Chematest Set				3
PH Buffer 0-5		500ml	AR grade, Assay min 99.5%,	300
PH Buffer 4		500ml	AR grade, Assay min 99.5%,	300
PH Buffer 7		500ml	AR grade, Assay min 99.5%,	300
PH Buffer 9		500ml	AR grade, Assay min 99.5%,	300
PH Buffer 10		500ml	AR grade, Assay min 99.5%,	300
PH Indicator		100ml	AR grade, Assay min 99.5%,	50
Sodium Hydroxide (Caustic Pellets)		5 kg	AR grade, Assay min 99.5%,	3000
Sodium Carbonate	0.1N		Ampule, AR grade, Assay min 99.5%,	20
Sodium Persulfate		500g	AR grade, Assay min 99.5%,	35
Sulphuric Acid	98%	2.5 L	AR grade, Assay min 99.5%,	50
Sulphuric Acid	1000 ppm	500ml	Ampule, AR grade, Assay min 99.5%,	20
Sulphuric Acid Standard	1000 ppm	1000ml	AR grade, Assay min 99.5%,	20
Silica Standard	1000 ppm	500ml	As SiO ₂	30
Silica Standard	1000 ppm	1000 ml	Ampule As SiO ₂ , AR grade, Assay min 99.5%,	30
Sodium Chloride		500g	AR grade, Assay min 99.5%,	100
Sodium Hydrogen Carbonate		500g	AR grade, Assay min 99.5%,	25
Sodium Carbonate Salt Anhydrous		500g	AR grade, Assay min 99.5%,	25
Sodium Fluoride		500g	AR grade, Assay min 99.5%,	5
Sodium Nitrate		500g	AR grade, Assay min 99.5%,	5

Sodium Nitrite		500g	AR grade, Assay min 99.5%,	5
Sulphate Standard	1000 ppm	1000ml	AR grade, preserved in H2O for IC	100
Sulphate Standard	1000 ppm	500ml	Titrisol Ampule, AR grade, preserved in H2O for IC	50
Sulfate Reagent Powder Pillows for 10ml Sample/100 pack			AR grade, Assay min 99.5%,	150
Sodium Standard	1000 ppm	1000ml	AR grade, preserved in H2O for AAS	150
Sodium Standard	1000 ppm	500ml	Titrisol Ampule, preserved in H2O for IC	50
Sodium Acetate Salt		500g	AR grade, Assay min 99.5%,	30
Sodium Formate Salt		500g	AR grade, Assay min 99.5%,	30
Seven Anions Standard that contains Cl, SO4, NO2,NO3,PO4, F and Br)		200 ml	AR grade, Assay min 99.5%, preserved in H2O for IC	100
Silver Nitrate		500g	AR grade, Assay min 99.5%,	25
SPADNS 2 (Arsenic free) Fluoride Reagent Solution		500ml		30
Sucrose,p-benzoquinone		25 g	AR grade	50
Tartaric Acid		500g	AR grade, Assay min 99.5%,	60
Trisodium Phosphate (TSP)		25kg	AR grade, Assay min 99.5%,	1300
Tween 20		1 L	AR grade, Assay min 99.5%,	50
Toluene		2.5L	AR grade, Assay min 99.5%,	50
Turbidity Calibration Set (Vials)	<0.1, 20, 200,1000,4000, 7500 NTU		StabiCal Calibration, Set 0 to 7500 NTU, AR grade, Assay min 99.5%,	12
Total Organic Carbon Standard	1000 ppm	500ml	AR grade, Assay min 99.5%,	30

TRIS (Hydroxymethyl Amino Methane)		500g	AR grade, Assay min 99.5%,	20
Visometer standard sets				5
Zinc Standard	1000 ppm	500ml	Titrisol Ampule, AR grade, Assay min 99.5%,	5
Zinc Standard	1000ppm	1000ml	AR grade, Assay min 99.5%,	5

Packaging / Crating

- The Supplier shall comply with Eskom's policies and site regulations, including adherence to Eskom's Life Saving rules, SHEQ policy, no smoking policy, Zero Harm, etc. These requirements will be detailed during the induction training process.
- The Supplier shall supply and deliver chemicals timeously as an when required as per the employer's request.
- The Supplier to provide Safety data sheet and Certificate of analysis on every delivery corresponding to the specific batch number of a chemical.
- Quality control, Identification, and traceability of chemicals to be clearly labelled including hazard pictogram.
- The Eskom employee shall sign on the chemical received form and file the necessary documents.
- If the chemical received do not meet the specifications Eskom shall return the product back to the supplier for exchange for a new batch.
- Packaged material damaged due to inadequate protection will not be accepted at site.
- Supplier to deliver the required specified purity of chemicals not alternatives / substitutes.
- All chemicals supplied to the Lab must be AR grade, Assay min 99.5%,
- The Supplier shall ensure Health and safety requirement on the chemicals supplied.
- All pH buffer solution shall have verifiable information with corresponding temperature.
- The Supplier shall only deliver the good quality product/s to the premises after the purchase order number has been released.
- The Supplier shall ensure labelling of chemicals and reagents is clear and corresponds with the catalogue number provided.
- The Supplier shall comply with NEC contract documents signed for the duration of 5years.
- The employer has every right to terminate the contract according to NEC laws if the Supplier does not comply with the agreement.
- The contractor shall provide the compatibility matrix of the chemicals.

2.2 Specifications

2.2.1 The Labels on the chemicals shall include the following:

1. Full name of product and trade name
2. Chemical formula and molar mass
3. Specific gravity (for acids)
4. Pack size/ volume /mass with appropriate scientific units
5. Batch/lot number
6. Date manufactured and minimum shelf-life date. Note: minimum shelf-life must not be within the year the chemicals are delivered.
7. Assay and/ or Maximum limits of impurities
8. Hazard pictogram
9. Chemical Abstract Services number
10. Grade and purity
11. Storage and safety handling
12. The SDS of the product shall contain 16 points information as per OSHAct 85 of 1993, Hazardous Chemical Substances Regulations

2.2.2 The Certificate of Analysis shall contain the following information:

1. Chemical name
2. Chemical formula
3. Batch number and Chemical Abstract Services number
4. Date of analysis
5. Analysis performed (Product Specification and Batch results)
6. Methods used for each analysis
7. Signature of responsible laboratory technician and supervisor

Delivery to Site

- The *Supplier* shall be responsible for the transportation of all Chemicals delivered to Hendrina Power Station.
- Ownership will only be transferred to the *Purchaser* upon payment

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

Purchasers specifications and standards will be provided as per the listing on the Bill of quantities

2.2 Procedure for submission and acceptance of Supplier's design

All Supplier's designs should be submitted prior to manufacturing where applicable. Supplier to confirm with the Purchaser on all material supplied.

2.3 Other requirements of the Supplier's design

- Not Applicable

2.4 Use of Supplier's design

Only applicable as per requirements below.

2.5 Manufacture & fabrication

This is applicable as per the manufacture's permission, guarantee and warranty as per the agreements and approvals with the Purchaser.

2.6 Factory acceptance testing (FAT)

- QC to be done with the end user before and after delivery. *Supplier* will be required to provide data sheets for all manufactured chemicals and also provide the relevant certification of analysis as mentioned in the technical specifications above

2.7 Other tests and inspections and commissioning in place of use

- All relevant required certificates and test reports as per SANS and Eskom specifications and procedures to be supplied.

- Additional testing (NDE) by the *Purchaser* as and when required

2.8 Operating manuals and maintenance schedules

- Not Applicable

3 Supply Requirements

- The supply of Laboratory Chemicals.
- Requests for delivery will be made on a contract release order starting with a 45 number
- 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 Friday, Weekend or public holiday except on an emergency basis indicated by the *Purchaser*
- The *Supplier* must deliver the components between 08:30 to 15:30 Mondays to Thursdays and 8:30 to 11:30 on Fridays .No deliveries to be done on weekends unless prior arrangements done with the *Supplier*, *Purchaser* and stores
- Pallets to convey the batch must be strong enough to carry and transport load at anytime

Batches to be clearly marked and packed according to the required specifications

4 Specification of the *services* to be provided

- Access to site to be arranged before delivery date
- No Delivery will be accepted without an official contract release order
- Supplier delivery note must indicate partial delivery if partial delivery is made
- The stock number, quantity and material short description must be stated on the delivery note
- Each delivery to be recorded on receiving register and each delivery note must have unique number
- Spares must be well packaged and safely transported

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

- All chemicals must be on time of required order date
- End user to be informed when delivery will be done at least 2 days after the Purchase Order release and send to the supplier.
- Lead time should be included when tendering.

5.2 Work to be done by the Delivery Date

- All chemicals must be on time of required order date
- Transported by road on suppliers costs and transport
- The *Purchaser* to acknowledge receipt of goods by signing the delivery note of the *Supplier* upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end user of the spares rejected must be collected and the correct supplied within 7 days(1 week after delivery of goods)
- Only chemicals specified will be accepted. Any chemicals that does not meet the specifications will be rejected

5.3 Marking the goods

Batches to be clearly mark and packed according to the required specifications as follows:

- Name of *Supplier*
- Purchase order number
- Material number
- Serial / part number
- Quantity delivered
- And each Component must have a unique identification linked to the relevant *Supplier*
- Short description

Supply and marking of the components shall be done as per the table below.

5.4 Constraints at the delivery place and place of use

- *Supplier* to have the correct access to site approved
- End user will determine the offloading point at time
- Forklift with driver will be supplied for offloading
- Pallets to convey the batch must be strong enough to carry and transport load at anytime
- Supplier must notify the Purchaser a week prior to delivery to site, in order for the Purchaser to arrange permits and access to the project site.
- The *Supplier* must provide a safety file for the transport service provider, including; details of the Driver and the Vehicle registration number, competencies of the truck and/or mobile cranes, forklifts and riggers, to the *Purchaser*.

5.5 Cooperating with Others

- Co-operation with others will be from time to time and on a as and when required basis on request by the *Purchaser*
- The Supplier must fully co-operate with the Purchaser’s team during testing and inspection, the Purchaser’s team will comprise of the following.
 - ESKOM Laboratory Supervisor
 - ESKOM Senior Chemist
 - Eskom Project Manager

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

- The *Purchaser* will determine the offloading point at time
- The *Purchaser* will provide resources to offload the spares being delivered (Forklift and cranes)

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<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	TBC	TBA	TBC
Overall contract progress and feedback	TBC	TBA	<i>Purchaser and Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Purchaser* 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.

- Attendance of meetings as required by *Purchaser* Such as:-
 - Any meeting requested by the *Purchaser* or *Supplier*

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 *Purchaser*
- All communications must be printed and filed in the *Purchaser* file

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All The *Purchaser's* health and safety procedures and regulations to be adhered to by the *Supplier*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

SHEQ Policy

Eskom SHEQ Policy

The *Purchaser* 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 the *Purchaser* business.

Compliance with the *Purchaser's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Supplier*

Supplier's SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Supplier* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ 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 *Supplier/ Supplier* 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 *Supplier* intends appointing *Contractor*, the principal *Supplier* shall ensure that the *Supplier* 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

Health and Safety Arrangements

The *Supplier* 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 the *Employer*. 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 *Supply Manager* may instruct the *Supplier* 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 *Supply Manager* may instruct the *Supplier* to discipline his employees and to submit a disciplinary action report to the *Supply Manager*. The *Supplier* implements additional health and safety precautions where necessary.

Health and safety

The *Supplier* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- The *Purchaser's* Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the *Purchaser's* Commercial Process 32-726
- *Supplier* 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
- The *Purchaser's* Vehicle Safety Specifications 32-345
- the *PuchaserSupplier* SHEQ Specifications 14RISK SRM - 084

Site Regulations and Procedures

Site Regulations

The latest revision the *Puchaser's* Site Regulations form part of this contract.
Copies of these procedures are available on request.
(Any additional site regulations implemented will be applicable)
Safety risk management

"Standard for Health and Safety at Hendrina Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no *purchaser's* employee or *Supplier* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *purchasers* and *Supplier* employees – therefore the following will be enforced:

The Employer's Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and Contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Purchaser* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Purchaser* may result in the *Purchaser* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol).
- Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Supplier* 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 *Supplier* 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 *Supplier* shall appoint a person who will liaise with the *Purchaser's* 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-*Supplier* or agent of the *Supplier* 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 *Supplier* with a work stop order or a compliance order should *Purchaser* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Supplier* or any of its employees, sub-Contractors or agents.

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

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

Supplier's 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 *Supplier* will not be allowed on site if his letter of good standing is not valid

First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Purchaser*

All *Supplier* personnel must have First aid and firefighting training

Fire extinguishers to be provided by the *Contractor*

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

Security, fire protection and safety

The *Supplier* 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.

Fire protection

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

Safety and incident prevention

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

- Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

Reporting of accidents

The *Purchaser* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Supplier's* expected to fully co-operate to achieve this objective. The *Supply Manager* must be informed immediately of any incidents. A written report to be submitted to the *Purchaser* within 24 Hours of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Supplier* 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.

Occupational Health and Safety Act 85 Of 1993 – SECTION 37

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

The *Supplier* 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 *Supplier* 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.

The *Supplier* 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 *Purchaser's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Purchaser'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 *Purchaser's* Safety Officer of any changes thereto.

The *Purchase 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, *Sub-Supplier* or agent of the *Supplier* 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 *Supplier* with an instruction to stop work should the *Purchaser* 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 *Purchaser'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 *Purchaser's* Safety and Operating Procedures will entitle the *Supplier* to claim any additional costs or time incurred in complying therewith, from the *Purchaser*

Safety Regulations of the *Purchaser*

The *Supplier* conforms to the *Employer's* Plant Safety Regulations

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

Barricading / Screens and Scaffolding:

The *Supplier* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Purchaser* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Supply Manager* should be notified of any adjustments.)

5.10 Environmental constraints and management

- The *Supplier* shall comply with Hendrina Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of 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 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 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 process in Hendrina -15MNT MSS QCP-0080
- 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 a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* payment certificate.

The *Supplier* shall address the tax invoice to

and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Purchaser's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase order number
- CPA calculation sheet
- CPA calculation sheet and the Invoice for CPA on the Invoice to be send to the financial department as per the *Employer's* Invoicing procedure / instruction

5.13 Insurance provided by the *Purchaser*

- Not Applicable

5.14 Contract change management

- In a case where one *Supplier* takes over from another *Contractor*, the Site *Supply Manager* must be notified in writing immediately.
- The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*
- Changing the Service Information
- Access
- Provision by the *Purchaser*
- Stopping work
- Work of the *Purchaser* or others
- Reply to communication
- Changing a decision

- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Purchaser* risks
- Assumption about Compensation Events
- *Purchaser* breach of contract

5.15 Provision of bonds and guarantees

- Not Applicable

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

- Subcontracting will be approved by the *Supply Manager* if it is required to do subcontracting or as per SDL&I requirements

6.1.2 Limitations on subcontracting

- Subcontracting will be approved by the *Supply Manager* if it is required to do subcontracting or as per SDL&I requirements

6.1.3 Spares and consumables

- Not Applicable

6.1.4 Other requirements related to procurement

- To be negotiated with *Supply Manager*

6.1.5 Cataloguing requirements by the *Supplier*

- Not Applicable

7 List of drawings

7.1 Drawings issued by the *Purchaser*

- Not Applicable

8 X17 - Low performance damages

X17.1 SERVICE LEVEL TABLE			
No	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
1	On time delivery	All deliveries to be delivered as per agreed lead time stated on order number	2 % of order value for one day late and 5% for more than one day
2	Packing and preliminary marking of goods before delivery	All items must be wrapped with clear, plastic, bubble wrap that is clear or be placed inside cardboards for preservations purposes The marking should be as follows Name of Supplier, Purchase order number, Part number and delivery date	2 % of order value

9 - Key Performance Indicators (only a sample below)

Contract _____										Contract _____																			
Number _____																													
YEAR:-																													
Monthly Report for: Contractual Period																													
	KPA	Objective	Weight	Base	Target	Ceiling	Mth 1	Mth 2	Mth 3	Mth 4	Mth 5	Mth 6	Mth 7	Mth 8	Mth 9	Mth 10	Mth 11	Mth 12	YTD		YE								
																								A	S	A	S		
1																													
2																													
3																													
4																													

A= ACTUAL YTD = YEAR TO DATE S = SCORE YE = YEAR END

C3.2 *SUPPLIER'S* GOODS INFORMATION

- All relevant documentation to be handed in as requested from *Purchaser / Supply Manager*
-