



NEC3 Supply Contract (SC3)

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

and _____

(Reg No. _____)

for **The supply and delivery of Coal Plant Spares on an
'as and when' required basis**

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Enquiry No. E3182GXMPMAJ

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The supply and delivery of Coal Spares

The tenderer, identified in the Offer signature block, has 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.

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

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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, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature

.....

Name

.....

Capacity

.....

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

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

Name & signature of witness

.....

Date

.....

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages X17: Low performance damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Steven Malatsi
	Address	Private Bag 9001, Volksrust, 2470
	Tel	017 799 2056
	e-mail	MalatsMS@eskom.co.za
11.2(13)	The <i>goods</i> are	The supply and delivery of Coal Plant Spares on an 'as and when' required basis
11.2(14)	The following matters will be included in the Risk Register	A Risk Register is to be maintained throughout the contract period
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

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

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13.3	The <i>period for reply</i> is	Five [5] days
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The starting date is	01 November 2026 extending to 31 October 2031
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	As per the Price List
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	
4	Testing and defects	
42	The <i>defects date</i> is	Four [4] weeks after Delivery.
43.2	The <i>defect correction period</i> is	Two [2] weeks
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Thirty [30] days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
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Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices.
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	Twelve [12] months after Delivery
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration

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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	Within the boundaries of South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
10	Data for Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is	One month prior to the tendered date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	Material	70%	Mechanical Engineering	Tabel G1 obtained from SEIFSA
	Freight	15%	Road Fright	Tabel L2(B) obtained from SEIFSA
	Fixed	15%	non-adjustable	
		100%		
X2	Changes in the law			
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Purchase Order / Release Order	R400.00 per day	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	amount	performance level	
		R5 000.00	for poor performance and/or failure	
Z	The <i>additional conditions of contract</i> are			
		Z1 to Z15 always apply for Eskom		
Z1	Cession delegation and assignment			
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .			
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and			

delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

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.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

assumption".

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

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

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

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

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

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INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

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

SANAS means the South African National Accreditation System.

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

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

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Annexure A: Supply Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

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

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	15

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	<p>(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.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <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;

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- 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*

The supply and delivery of spares on an 'as and when' required basis. The quantities are estimates only.

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		GEARBOXES				
1	210110	MOTOR, GEARED: POWER: 3 KW; CURRENT: 6.4 A; OUTPUT SPEED: 12.7 RPM; RATIO: 114.34:1; POTENTIAL: 380 VAC; MOTOR SPEED: 1400 RPM; MOUNTING: H01-A-1A; ENCLOSURE RATING: IP55; INSULATION CLASS: IP55;	no	4		
		Delivery Period			_____	Days/weeks
2	256311	GEARBOX: TYPE: REDUCTION; RATIO: 13:45:1; SPEED: 110 RPM; POWER: 18.5 KW; SHAFT SIZE: 48 X 70 MM; APPLICATION: CONVEYOR DRIVE TRAIN; ROTATION DIRECTION: LH/RH; SUPPL P/N: K120-K2-180X; MOUNTING	no	4		
		Delivery Period			_____	Days/weeks
3	256310	GEARBOX: TYPE: REDUCTION; RATIO: 13:48:1; SPEED: 109 RPM; POWER: 37 KW; SHAFT SIZE: 60 X 90 MM; APPLICATION: CONVEYOR DRIVE TRAIN; ROTATION DIRECTION: FORWARD; SUPPL P/N: KD140-K2-225X; SHOULD BE FITTED WITH A	no	4		
		Delivery Period			_____	Days/weeks
4	215497	GEARBOX: TYPE: REDUCTION; RATIO: 13.48:1; SPEED: 1475 RPM; POWER: 45 KW; APPLICATION: CROSS CONVEYOR DRIVE TRAIN;	no	4		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		ROTATION DIRECTION: CLOCKWISE; SUPPL P/N: K140A (225); REFERENCE NO: 9403-9656; MOUNTING: FOOT; INPUT SHAFT: DIA 60MM; OUTPUT SHAFT: DIA 90MM; DUAL OUTPUT				
		Delivery Period			_____	Days/weeks
5	215773	GEARBOX: TYPE: REDUCTION; RATIO: 23.795:1; SPEED: 1483 RPM; POWER: 600 KW; MODEL NO: TRA91; DAVID BROWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	no	4		
		Delivery Period			_____	Days/weeks
6	224092	ASSEMBLY: TYPE: CONVEYOR DRIVE TRAIN; APPLICATION: DRIVING CONVEYOR; SUPPL P/N: 0609-M24067; K148-K2-200; ASSEMBLY; RATIO 13:00:1; N2; 112 RPM; MTG B3-B-2A; MTR 30 KW; 380 V; DELTA CONNECTION; IP55; 4 POLE; FOR 02ECB13AF100 AND 02ECB23AF100; OUTPUT SHAFT NO KEYWAY; INPUT SHAFT DIA 60 MM; OUTPUT SHAFT 90 MM; FOOT MOUNT; BELL HOUSING: NO BACK STOP; DUAL OUTPUT SHAFT; OIL SIGHT GLASS, SAMPLING POINT; PAINT ORANGE; SHAFTS PRESERVE FOR LONGTERM STORAGE	no	4		
		Delivery Period			_____	Days/weeks
7	215774	GEARBOX: TYPE: REDUCTION; RATIO: 19.088:1; SPEED: 1488 RPM; POWER: 300 KW; APPLICATION: CONVEYOR	no	4		

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Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		DRIVE; ROTATION DIRECTION: FORWARD; MODEL NO: TRA63; DUAL OUTPUT SHAFT DIMENSIONS: DIA 165 X LG 187MM; NO KEY WAYS REQUIRED ON SHAFT, IT MUST BE PRESEVED WITH DENSO TAPE; THE GEARBOX MUST HAVE A HAND OPERATED BALL VALVE ON THE OIL DRAIN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER.				
		Delivery Period			_____	Days/weeks
8	224093	ASSEMBLY: TYPE: MOVING HEAD; SUPPL P/N: G63-11/D2A4-309KBR; 3.7KW MOTOR; 1420 RPM; N2: 20.5RPM	no	4		
		Delivery Period			_____	Days/weeks
		COUPLINGS				
9	216818	COUPLING: TYPE: FLUID; MATERIAL: STL ALLOY; CONNECTION 1 SIZE: 70 MM; CONNECTION 2 SIZE: 60 MM; SUPPL P/N: 422 TVV	no	4		
		Delivery Period			_____	Days/weeks
10	176868	COUPLING, SHAFT: TYPE: FLUID DRIVE; BORE: 130 MM; OUTSIDE DIAMETER: 730 MM; LENGTH: 530 MM; MATERIAL: STL; SUPPL P/N: 650TVVS-X; FITTED WITH MSA OUTPUT ADAPTOR FLANGE	no	4		
		Delivery Period			_____	Days/weeks
11	586901	COUPLING: TYPE: FLUID DRIVE; SIZE: WD 1.079 M X LG 1.395 M X HT 975 MM; MATERIAL: STL/AL;	no	4		

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Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		SPECIFICATION: V750TVVS; CONNECTION 1: SHAFT KEY; CONNECTION 1				
		Delivery Period			_____	Days/weeks
12	214728	COUPLING: TYPE: LOW SPEED GEAR; MATERIAL: MS/SS; CONNECTION 1 SIZE: 165 MM; CONNECTION 2 SIZE: 200 MM; SUPPL P/N: GO-8A	no	4		
		Delivery Period			_____	Days/weeks
13	654611	SPIDER, COUPLING: COUPLING TYPE: MOTOR; GEARBOX; MATERIAL: CAST STEEL; INSIDE DIAMETER: 48 MM; OUTSIDE DIAMETER: 95 MM; THICKNESS: 126 MM; SIZE 42/48; SUPPLIED AS A SET OF TWO HUBS; BOTH HUBS SHAFT SIZE IS 48MM; STANDARD KEY WAY; GRUB SCREW OF M8;	no	20		
		Delivery Period			_____	Days/weeks
14	655276	SPIDER, COUPLING: COUPLING TYPE: MOTOR; GEARBOX; MATERIAL: STAINLESS STEEL; INSIDE DIAMETER: 55 MM; OUTSIDE DIAMETER: 95 MM; THICKNESS: 126 MM; SPIDER ROTEX COUPLING SIZE 42/55; SUPPLIED AS A SET OF TWO	no	20		
		Delivery Period			_____	Days/weeks
15	655273	INSERT, COUPLING: TYPE: RUBBER; SIZE: ID 46 X OD 94 MM; MATERIAL: POLYURETHANE; RUBBER INSERT SIZE 42/55; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION	no	20		

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Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		NUMBER (IF APPLICABLE).				
		Delivery Period			_____	Days/weeks
		BEARINGS				
16	676704	BEARING, ASSEMBLY: TYPE: ROLLER; INSIDE DIAMETER: 100 MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 80 MM; STYLE: SPHERICAL; COMPLETE PLUMMER BLOCK-SNU522; BEARING SIZE-22222K; SLEEVES-H322; LOCATING RINGS-SR	no	20		
		Delivery Period			_____	Days/weeks
17	676726	BEARING, ASSEMBLY: TYPE: ROLLER; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 215 MM; WIDTH: 86 MM; STYLE: SPHERICAL; MATERIAL: CARBON STEEL; COMPLETE PLUMMER BLOCK-SNU524; BEARING SIZE-22224K; SLEEVES-H3124;	no	20		
		Delivery Period			_____	Days/weeks
18	628610	ROLLER, BEARING: OUTSIDE DIAMETER: 340 MM; LENGTH: 112 MM; MATERIAL: CHROME STEEL; INSIDE DIAMETER: 200 MM; TYPE: SPHERICAL; MANUF P/N: 23140CCK; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	no	6		
		Delivery Period			_____	Days/weeks
19	7837895	Radial Spherical bearing 90x60 x 44 width , DIN ISO 12240-I,				

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		Tippelr car clamp				
20	210927	PULLEY, CONVEYOR: TYPE: STACKER; DRUM DIAMETER: 700 MM; DRUM WIDTH: 2 M; MATERIAL: RUBBER/STL; SHAFT DIAMETER: 240 MM; SHAFT LENGTH: 2.7 M; FACE STYLE: DIAMOND LAGGING; DRAWING NO: ESKOM 0.66/37228 REV 1; SHAFT AT BEARINGS 220MM; 10MM LAGGING; BEARING CENTRES: 1.25M; FOR SD3148 BEARINGS; T-BOTTOM FLANGE, SUPPLIED WITHOUT BEARINGS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF	no	6		
		Delivery Period			_____	Days/weeks
		WINCHES				
21	642450	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5.4 T; DIMENSIONS: DIA 224 MM X LG 1.452 M; THE WINCH MUST BE SUPPLIED AS PER THE FOLLOWING; MODEL 130005.2M; MOTOR DESCRIPTION; SQUIRREL CAGE FLANGE MOUNTED; FRAME 100L; IE3; POWER 2.2KW; VOLTAGE 380V; ROPE SPEED 1.0M/S; TRAVEL 10M; OVER SILO LINK COUNTERWEIGHT WINCH	no	6		
		Delivery Period			_____	Days/weeks
22	650154	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5 T; DIMENSIONS: WD 570 MM X LG 1.507 M X HT 638 MM; WINCH MUST BE SUPPLIED AS PER THE FOLLOWING SPEC; OVER SILO LINK MOVING TAIL 80005.2M	no	6		

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Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		MOTORISED LO/LO; 380V; IP66; M=300KG; ROPE SPEED 1.3M/MIN; ROPE DIA 20MM; GROOVED DRUM 290 ROOT; DIA 414 LONG X 430 DIA; FLANGES TRAVEL 10M; MOTOR 2.2KW; 4 POLE; C/W PT100 (1 PHASE); DIP (ZONE 21); BRAKE FDW13 ELECTROMAGNETIC BRAKES; ZONE 21 CERTIFIED SOLID PINION AS PER DRG.4241C-0				
		Delivery Period			_____	Days/weeks
23	205422	ASSEMBLY: TYPE: POWER WINCH; SUPPL P/N: WTP 00900; DRAWING NO: 10/000/0007 REV 1; 3.7KW GEARED MOTOR	no	6		
		Delivery Period			_____	Days/weeks
24	666941	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5 T; DIMENSIONS: LG 476 MM; SUPPL P/N: 5000S-MK2; OVER LAND MOVING HEAD SAFETY; GROOVE DRUM FOR 16MM ROPE; WEG MOTOR; SQUIRREL CAGE; FLANGE MOUNT; IE3; POWER: 2.2KW; VOLTAGE: 380V	no	6		
		Delivery Period			_____	Days/weeks
25	634925	WINCH: TYPE: MOVING HEAD; CAPACITY: 2 T; DIMENSIONS: DIA 270 X WD 440 MM; OEM P/N: 5531-4; COMPLETE; TYPE GR73G12-10/DK84-200L BRS; POWER: 0.75 KW; SPEED(N1): 1420 R/MIN; SPEED (N2): 2.2 R/MIN; DOUBLE DRUM WITH ROPE CLAMPS ON FACE END; COMPLETE WITH FAILSAFE BRAKE MOUNTED ON THE MOTOR; LOAD TEST CERTIFICATE; DELIVERY ON PALLET; PACKAGING TO BE	no	6		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		MARKED EXTERNALY AND CLEARLY WITH PURCHASE ORDER AND MATERIAL NUM				
		Delivery Period			_____	Days/weeks
		Tippler				
26	222617	PUMP, ASSEMBLY: TYPE: CENTRIFUGAL; APPLICATION: HYDRAULIC; SUPPL P/N: A4VS0250B01/30R-PPB13KO2; TIPPLER HPU FEEDER PUMP; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF	no	3		
		Delivery Period			_____	Days/weeks
27	580371	MOTOR, HYDRAULIC: OUTPUT: 110 KNM; SPEED: 94 RPM; APPLICATION: TIPPLER BELT FEEDER DRIVE; MANUF P/N: CB400-320CA0N00; SUPPL P/N: 17850412602; SPEED 71 RPM; DISPLACEMENT 20100 CM/REV; SPECIFIC TORQUE 320 NM/BAR; MAX PRESSURE 350 BAR	no	2		
		Delivery Period			_____	Days/weeks
28	723123	BRAKE: TYPE: ASSEMBLY; TORQUE: 670 NM; APPLICATION: TIPPLER DUMPER; BRAKE ASSYMBLY; RIGHT HAND (RH); TWIFLEX MX13; BRAKE CALIPER: WEIGHT: 7.0 KG; PAD DIMENSION: WD: 60MM; LG: 90MM; THICKNESS 13MM; PAD MATERIAL COMPOSITION: ORGANIC, CERAMIC, AND SEMI-	no	12		
		Delivery Period			_____	Days/weeks

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
29	723124	BRAKE: TYPE: ASSEMBLY; TORQUE: 670 NM; APPLICATION: TIPPLER DUMPER; BRAKE ASSYMBLY; LEFT HAND (LH); TWIFLEX MX13; BRAKE CALIPER: WEIGHT: 7.0 KG; PAD DIMENSION: WD: 60MM; LG: 90MM; THICKNESS 13MM; PAD MATERIAL COMPOSITION: ORGANIC, CERAMIC, AND SEMI-METAL;	no	12		
		Delivery Period			_____	Days/weeks
30	723126	BOOSTER, BRAKE: TYPE: SPRING APPLIED THRUSTER; APPLICATION: BRAKE CALIPER DRIVER; MOUNT: DIRECT; MATERIAL: CAST IRON; BOOSTER, BRAKE: TYPE: SPRING APPLIED THRUSTER; L FULL; PRESSURE FOR FULL RETRACTION: 50 BAR/72.5PSI; PRESSURE: 80 BAR/160PSI. DIA: 180MM; LG:	no	12		
		Delivery Period			_____	Days/weeks
31	595741	POSITIONER: TYPE: PINION DRIVE SHAFT; MATERIAL: STL; DRAWING NO: 0.66/97156 REV 0; P-MAJ-27-01-00 REV 0; ITEM 1 QUANTITY 1, SHAFT 1405 MM LONG, EN 24; ITEM 2 QUANTITY 1, SHAFT 252 MM LONG, EN 8 BRIGHT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NU	no	2		
		Delivery Period			_____	Days/weeks
32	770446	PUMP GEAR UNIT, FORWARD REVERSE: MOTOR POWER: 11 KW; MOTOR SPEED: 1450 RPM; ENCLOSURE RATING: TENV;	no	10		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		<p>FLOW RATE: 60 L/MIN; CONNECTION TYPE: SAE 3000 FLANGED PORTS; CONNECTION SIZE: 1 1/2 INCH; FREQUENCY RATING: 50-60 HZ; CONSTANT OUTPUT CURRENT: 060 A; PIPE SIZE: 1 1/2 IN; HOSE TYPE: HYDRAULIC; WORKING PRESSURE: 100 BAR; OUTPUT VOLTAGE: 11 KW; SHAFT SIZE: 25.4 MM; INSULATION CLASS: CLASS B 130; OEM P/N: GP230 SINGLE 41 CC/REV; CONECTION PORT SIZE, SUCTION 1 1/2 AND DELIVERY 3/4. CONECTIONS MUST MEET SAE 3000. SHAFT IS A PARALELL KEY. PRESSURE PUMP, 100 BAR, SUCTION 50 BAR, DELIVERY 215 BAR.Conection port size: suction:1 1/2 and delivery 3/4 . Conections must meet SAE 3000. Shaft is a paralell key 25.4 mm. Pressure Pump: 100 bar, suction 50 bar, delivery 215 bar.</p>				
		Delivery Period			_____	Days/weeks
33	232848	ASSY:TIPPLER WHEEL CLAMP MANIFOLD, complete with all solinoids, and valves		10		
		Delivery Period			_____	Days/weeks
34	232857	ASSY:HYDRAULIC MANIFOLD WHEEL CLAMP, complete with all solinoids and valves		10		
		Delivery Period			_____	Days/weeks
35	Non stock	Tippler feeder auxliary tank pump Tippler feeder, Pump specifications: Cast Iron Gear pump; Model no		10		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		GP 151-17 ref: 94799 Displacement: = 62cc/ rev Rotation R/H Max working pressure: = 180 Bar Mounting: = 2 Bolt 4: Shaft: 7/8" 13 Spline				
		Delivery Period			_____	Days/weeks
		IDLERS				
36	762222	IDLER, CONVEYOR: TYPE: STEEL ROLLER; ROLL DIAMETER: 150 MM; ROLLER MATERIAL: STEEL; FACE WIDTH: 1060 MM; SHAFT DIAMETER: 30 MM; SHAFT LENGTH: 1120 MM; SPECIFICATION: SAN1313-3; STANDARD: SAN1313-3; TABLE 6 OF SANS1313-3, PAGE 17 GAUGE LENGHT NOT THE ACTUAL LENGHT. BELT WIDTH 1800MM, TROUGHING 3 ROLL EQUALS 670 GAUGE LENGHT, 2 ROLL V RETURN EQUALS 975 GAUGE LENGHT	no	500		
		Delivery Period			_____	Days/weeks
		HOLDBACK				
37	709171	HOLDBACK: TYPE: CONVEYOR BELT DRIVES; DIMENSIONS: NRT 1095 MM; MATERIAL: CAST STEEL; TORQUE: 37940 NM; OPERATING POWER 132 KW; OPERATING SPEED: 75 RPM, TORQUE ARM ANGLE 0 DEGREE; ROTATION CLOCKWISE; LENGTH 1567.18MM; BORE: 150MM, COMPLETE WITH OIL LEVEL SIGHT GAUGE, AIR MAX BREATHER	no	10		
		Delivery Period			_____	Days/weeks
38	37258	BUFFER: TYPE: COUPLING; MATERIAL: RUBBER;	no	30		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		DIMENSIONS: WD 120 X LG 150 X THK 40 MM; SUPPL P/N: SC16-150B; SOLID; SECONDARY, ID - AM1381, 2 HOLES (TOP AND BOTTOM) 10 MM RECESSED X 100 MM APART, FOR USE ON SCRAPER MODEL SC 16 HAR				
		Delivery Period			_____	Days/weeks
		BOLTS & NUTS (8.8HTS) Galvanised				
39		M8 x 25mm (8.8HTS) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
40		M8 x 100mm (8.8HTS) Galvanised (Fully Threaded) CAP SCREW	no	2000		
		Delivery Period			_____	Days/weeks
41		M10 x 100mm (8.8HTS) Galvanised (Fully Threaded) CAP SCREW	no	2000		
		Delivery Period			_____	Days/weeks
42		M10 x 45mm (8.8HTS) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
43		M10 x 55mm (8.8HTS) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
44		M12 x 200mm (MILD STEEL) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
45		M12 x 100mm (MILD STEEL)	no	2000		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		Galvanised (Fully Threaded)				
		Delivery Period			_____	Days/weeks
46		M16 x 55mm (8.8HTS) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
47		M16 x 95mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
48		M16 x 100mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
49		M16 x 125mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
50		M16 x 200mm (MILD STEEL) Galvanised FULL TREAD	no	2000		
		Delivery Period			_____	Days/weeks
51		M20 x 65mm (8.8HTS) Galvanised (Fully Threaded)	no	2000		
		Delivery Period			_____	Days/weeks
52		M20 x 95mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
53		M20 x 125mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
54		M24 x 85mm (8.8HTS)	no	2000		

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Item nr	Eskom Material #	Description	Unit	Estimated Quantity	Rate	Price
		Galvanised				
		Delivery Period			_____	Days/weeks
55		M24 x 120mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
56		M24 x 200mm (8.8HTS) Galvanised	no	2000		
		Delivery Period			_____	Days/weeks
57		M24 x 200mm (MILD STEEL) Galvanised FULL TREAD	no	2000		
		Delivery Period			_____	Days/weeks
		WASHERS (8.8HTS) Galvanised(SETS OF FLAT AND SPRING EA)				
58		M8	no	2000		
		Delivery Period			_____	Days/weeks
59		M10	no	2000		
		Delivery Period			_____	Days/weeks
60		M16	no	2000		
		Delivery Period			_____	Days/weeks
61		M20	no	2000		
		Delivery Period			_____	Days/weeks
62		M24	no	2000		
		Delivery Period			_____	Days/weeks

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the goods and services

Supply and delivery of spares used on the coal plant that complies to the technical and quality standards as and when requested by the Employer (Eskom end user).

2 Specification and description of the goods

The Supplier shall ensure that the correct revision of drawings for the spares required for Majuba Power Station is supplied. Supplier shall first confirm with Eskom end user and agree on the specifications prior to supplying the different goods below:

Item nr	Eskom Material #	Description
		GEARBOXES
1	210110	MOTOR, GEARED: POWER: 3 KW; CURRENT: 6.4 A; OUTPUT SPEED: 12.7 RPM; RATIO: 114.34:1; POTENTIAL: 380 VAC; MOTOR SPEED: 1400 RPM; MOUNTING: H01-A-1A; ENCLOSURE RATING: IP55; INSULATION CLASS: IP55;
2	256311	GEARBOX: TYPE: REDUCTION; RATIO: 13:45:1; SPEED: 110 RPM; POWER: 18.5 KW; SHAFT SIZE: 48 X 70 MM; APPLICATION: CONVEYOR DRIVE TRAIN; ROTATION DIRECTION: LH/RH; SUPPL P/N: K120-K2-180X; MOUNTING
3	256310	GEARBOX: TYPE: REDUCTION; RATIO: 13:48:1; SPEED: 109 RPM; POWER: 37 KW; SHAFT SIZE: 60 X 90 MM; APPLICATION: CONVEYOR DRIVE TRAIN; ROTATION DIRECTION: FORWARD; SUPPL P/N: KD140-K2-225X; SHOULD BE FITTED WITH A
4	215497	GEARBOX: TYPE: REDUCTION; RATIO: 13.48:1; SPEED: 1475 RPM; POWER: 45 KW; APPLICATION: CROSS CONVEYOR DRIVE TRAIN; ROTATION DIRECTION: CLOCKWISE; SUPPL P/N: K140A (225); REFERENCE NO: 9403-9656; MOUNTING: FOOT; INPUT SHAFT: DIA 60MM; OUTPUT SHAFT: DIA 90MM; DUAL OUTPUT
5	215773	GEARBOX: TYPE: REDUCTION; RATIO: 23.795:1; SPEED: 1483 RPM; POWER: 600 KW; MODEL NO: TRA91; DAVID BROWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
6	224092	ASSEMBLY: TYPE: CONVEYOR DRIVE TRAIN; APPLICATION: DRIVING CONVEYOR; SUPPL P/N: 0609-M24067; K148-K2-200; ASSEMBLY; RATIO 13:00:1; N2; 112 RPM; MTG B3-B-2A; MTR 30 KW; 380 V; DELTA CONNECTION; IP55; 4 POLE; FOR 02ECB13AF100 AND 02ECB23AF100; OUTPUT SHAFT NO KEYWAY; INPUT SHAFT DIA 60 MM; OUTPUT SHAFT 90 MM; FOOT MOUNT; BELL HOUSING: NO BACK STOP; DUAL OUTPUT SHAFT; OIL SIGHT GLASS, SAMPLING POINT; PAINT ORANGE; SHAFTS PRESERVE FOR LONGTERM STORAGE
7	215774	GEARBOX: TYPE: REDUCTION; RATIO: 19.088:1; SPEED: 1488

Item nr	Eskom Material #	Description
		RPM; POWER: 300 KW; APPLICATION: CONVEYOR DRIVE; ROTATION DIRECTION: FORWARD; MODEL NO: TRA63; DUAL OUTPUT SHAFT DIMENSIONS: DIA 165 X LG 187MM; NO KEYWAYS REQUIRED ON SHAFT, IT MUST BE PRESEVED WITH DENSO TAPE; THE GEARBOX MUST HAVE A HAND OPERATED BALL VALVE ON THE OIL DRAIN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER.
8	224093	ASSEMBLY: TYPE: MOVING HEAD; SUPPL P/N: G63-11/D2A4-309KBR; 3.7KW MOTOR; 1420 RPM; N2: 20.5RPM
		COUPLINGS
9	216818	COUPLING: TYPE: FLUID; MATERIAL: STL ALLOY; CONNECTION 1 SIZE: 70 MM; CONNECTION 2 SIZE: 60 MM; SUPPL P/N: 422 TVV
10	176868	COUPLING, SHAFT: TYPE: FLUID DRIVE; BORE: 130 MM; OUTSIDE DIAMETER: 730 MM; LENGTH: 530 MM; MATERIAL: STL; SUPPL P/N: 650TVVS-X; FITTED WITH MSA OUTPUT ADAPTOR FLANGE
11	586901	COUPLING: TYPE: FLUID DRIVE; SIZE: WD 1.079 M X LG 1.395 M X HT 975 MM; MATERIAL: STL/AL; SPECIFICATION: V750TVVS; CONNECTION 1: SHAFT KEY; CONNECTION 1
12	214728	COUPLING: TYPE: LOW SPEED GEAR; MATERIAL: MS/SS; CONNECTION 1 SIZE: 165 MM; CONNECTION 2 SIZE: 200 MM; SUPPL P/N: GO-8A
13	654611	SPIDER, COUPLING: COUPLING TYPE: MOTOR; GEARBOX; MATERIAL: CAST STEEL; INSIDE DIAMETER: 48 MM; OUTSIDE DIAMETER: 95 MM; THICKNESS: 126 MM; SIZE 42/48; SUPPLIED AS A SET OF TWO HUBS; BOTH HUBS SHAFT SIZE IS 48MM; STANDARD KEY WAY; GRUB SCREW OF M8;
14	655276	SPIDER, COUPLING: COUPLING TYPE: MOTOR; GEARBOX; MATERIAL: STAINLESS STEEL; INSIDE DIAMETER: 55 MM; OUTSIDE DIAMETER: 95 MM; THICKNESS: 126 MM; SPIDER ROTEX COUPLING SIZE 42/55; SUPPLIED AS A SET OF TWO
15	655273	INSERT, COUPLING: TYPE: RUBBER; SIZE: ID 46 X OD 94 MM; MATERIAL: POLYURETHANE; RUBBER INSERT SIZE 42/55; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
		BEARINGS
16	676704	BEARING, ASSEMBLY: TYPE: ROLLER; INSIDE DIAMETER: 100

Item nr	Eskom Material #	Description
		MM; OUTSIDE DIAMETER: 200 MM; WIDTH: 80 MM; STYLE: SPHERICAL; COMPLETE PLUMMER BLOCK-SNU522; BEARING SIZE-22222K; SLEEVES-H322; LOCATING RINGS-SR
17	676726	BEARING, ASSEMBLY: TYPE: ROLLER; INSIDE DIAMETER: 110 MM; OUTSIDE DIAMETER: 215 MM; WIDTH: 86 MM; STYLE: SPHERICAL; MATERIAL: CARBON STEEL; COMPLETE PLUMMER BLOCK-SNU524; BEARING SIZE-22224K; SLEEVES-H3124;
18	628610	ROLLER, BEARING: OUTSIDE DIAMETER: 340 MM; LENGTH: 112 MM; MATERIAL: CHROME STEEL; INSIDE DIAMETER: 200 MM; TYPE: SPHERICAL; MANUF P/N: 23140CCK; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
19	210927	PULLEY, CONVEYOR: TYPE: STACKER; DRUM DIAMETER: 700 MM; DRUM WIDTH: 2 M; MATERIAL: RUBBER/STL; SHAFT DIAMETER: 240 MM; SHAFT LENGTH: 2.7 M; FACE STYLE: DIAMOND LAGGING; DRAWING NO: ESKOM 0.66/37228 REV 1; SHAFT AT BEARINGS 220MM; 10MM LAGGING; BEARING CENTRES: 1.25M; FOR SD3148 BEARINGS; T-BOTTOM FLANGE, SUPPLIED WITHOUT BEARINGS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF
		WINCHES
20	642450	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5.4 T; DIMENSIONS: DIA 224 MM X LG 1.452 M; THE WINCH MUST BE SUPPLIED AS PER THE FOLLOWING; MODEL 130005.2M; MOTOR DESCRIPTION; SQUIRREL CAGE FLANGE MOUNTED; FRAME 100L; IE3; POWER 2.2KW; VOLTAGE 380V; ROPE SPEED 1.0M/S; TRAVEL 10M; OVER SILO LINK COUNTERWEIGHT WINCH
21	650154	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5 T; DIMENSIONS: WD 570 MM X LG 1.507 M X HT 638 MM; WINCH MUST BE SUPPLIED AS PER THE FOLLOWING SPEC; OVER SILO LINK MOVING TAIL 80005.2M MOTORISED LO/LO; 380V; IP66; M=300KG; ROPE SPEED 1.3M/MIN; ROPE DIA 20MM; GROOVED DRUM 290 ROOT; DIA 414 LONG X 430 DIA; FLANGES TRAVEL 10M; MOTOR 2.2KW; 4 POLE; C/W PT100 (1 PHASE); DIP (ZONE 21); BRAKE FDW13 ELECTROMAGNETIC BRAKES; ZONE 21 CERTIFIED SOLID PINION AS PER DRG.4241C-0
22	205422	ASSEMBLY: TYPE: POWER WINCH; SUPPL P/N: WTP 00900; DRAWING NO: 10/000/0007 REV 1; 3.7KW GEARED MOTOR
23	666941	WINCH: TYPE: MOTORIZED HAND; CAPACITY: 5 T; DIMENSIONS: LG 476 MM; SUPPL P/N: 5000S-MK2; OVER LAND MOVING HEAD

Item nr	Eskom Material #	Description
		SAFETY; GROOVE DRUM FOR 16MM ROPE; WEG MOTOR; SQUIRREL CAGE; FLANGE MOUNT; IE3; POWER: 2.2KW; VOLTAGE: 380V
24	634925	WINCH: TYPE: MOVING HEAD; CAPACITY: 2 T; DIMENSIONS: DIA 270 X WD 440 MM; OEM P/N: 5531-4; COMPLETE; TYPE GR73G12-10/DK84-200L BRS; POWER: 0.75 KW; SPEED(N1): 1420 R/MIN; SPEED (N2): 2.2 R/MIN; DOUBLE DRUM WITH ROPE CLAMPS ON FACE END; COMPLETE WITH FAILSAFE BRAKE MOUNTED ON THE MOTOR; LOAD TEST CERTIFICATE; DELIVERY ON PALLET; PACKAGING TO BE MARKED EXTERNALLY AND CLEARLY WITH PURCHASE ORDER AND MATERIAL NUM
		Tipler
25	222617	PUMP, ASSEMBLY: TYPE: CENTRIFUGAL; APPLICATION: HYDRAULIC; SUPPL P/N: A4VS0250B01/30R-PPB13KO2; TIPLER HPU FEEDER PUMP; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF
26	580371	MOTOR, HYDRAULIC: OUTPUT: 110 KNM; SPEED: 94 RPM; APPLICATION: TIPLER BELT FEEDER DRIVE; MANUF P/N: CB400-320CA0N00; SUPPL P/N: 17850412602; SPEED 71 RPM; DISPLACEMENT 20100 CM/REV; SPECIFIC TORQUE 320 NM/BAR; MAX PRESSURE 350 BAR
27	723123	BRAKE: TYPE: ASSEMBLY; TORQUE: 670 NM; APPLICATION: TIPLER DUMPER; BRAKE ASSYMBLY; RIGHT HAND (RH); TWIFLEX MX13; BRAKE CALIPER: WEIGHT: 7.0 KG; PAD DIMENSION: WD: 60MM; LG: 90MM; THICKNESS 13MM; PAD MATERIAL COMPOSITION: ORGANIC, CERAMIC, AND SEMI-
28	723124	BRAKE: TYPE: ASSEMBLY; TORQUE: 670 NM; APPLICATION: TIPLER DUMPER; BRAKE ASSYMBLY; LEFT HAND (LH); TWIFLEX MX13; BRAKE CALIPER: WEIGHT: 7.0 KG; PAD DIMENSION: WD: 60MM; LG: 90MM; THICKNESS 13MM; PAD MATERIAL COMPOSITION: ORGANIC, CERAMIC, AND SEMI-METAL;
29	723126	BOOSTER, BRAKE: TYPE: SPRING APPLIED THRUSTER; APPLICATION: BRAKE CALIPER DRIVER; MOUNT: DIRECT; MATERIAL: CAST IRON; BOOSTER, BRAKE: TYPE: SPRING APPLIED THRUSTER; L FULL; PRESSURE FOR FULL RETRACTION: 50 BAR/72.5PSI; PRESSURE: 80 BAR/160PSI. DIA: 180MM; LG:
30	595741	POSITIONER: TYPE: PINION DRIVE SHAFT; MATERIAL: STL; DRAWING NO: 0.66/97156 REV 0; P-MAJ-27-01-00 REV 0; ITEM 1 QUANTITY 1, SHAFT 1405 MM LONG, EN 24; ITEM 2 QUANTITY 1, SHAFT 252 MM LONG, EN 8 BRIGHT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING

Item nr	Eskom Material #	Description
		AGAINST THE CORRECT DRAWING REVISION NU
31	770446	PUMP GEAR UNIT, FORWARD REVERSE: MOTOR POWER: 11 KW; MOTOR SPEED: 1450 RPM; ENCLOSURE RATING: TENV; FLOW RATE: 60 L/MIN; CONNECTION TYPE: SAE 3000 FLANGED PORTS; CONNECTION SIZE: 1 1/2 INCH; FREQUENCY RATING: 50-60 HZ; CONSTANT OUTPUT CURRENT: 060 A; PIPE SIZE: 1 1/2 IN; HOSE TYPE: HYDRAULIC; WORKING PRESSURE: 100 BAR; OUTPUT VOLTAGE: 11 KW; SHAFT SIZE: 25.4 MM; INSULATION CLASS: CLASS B 130; OEM P/N: GP230 SINGLE 41 CC/REV; CONECTION PORT SIZE, SUCTION 1 1/2 AND DELIVERY 3/4. CONECTIONS MUST MEET SAE 3000. SHAFT IS A PARALELL KEY. PRESSURE PUMP, 100 BAR, SUCTION 50 BAR, DELIVERY 215 BAR. Conection port size: suction:1 1/2 and delivery 3/4 . Conections must meet SAE 3000. Shaft is a paralell key 25.4 mm. Pressure Pump: 100 bar, suction 50 bar, delivery 215 bar.
32	232848	ASSY:TIPPLER WHEEL CLAMP MANIFOLD, complete with all solinoids, and valves
33	232857	ASSY:HYDRAULIC MANIFOLD WHEEL CLAMP, complete with all solinoids and valves
34	Non stock	Tippler feeder auxliary tank pump
		IDLERS
35	762222	IDLER, CONVEYOR: TYPE: STEEL ROLLER; ROLL DIAMETER: 150 MM; ROLLER MATERIAL: STEEL; FACE WIDTH: 1060 MM; SHAFT DIAMETER: 30 MM; SHAFT LENGTH: 1120 MM; SPECIFICATION: SAN1313-3; STANDARD: SAN1313-3; TABLE 6 OF SANS1313-3, PAGE 17 GAUGE LENGHT NOT THE ACTUAL LENGHT. BELT WIDTH 1800MM, TROUGHING 3 ROLL EQUALS 670 GAUGE LENGHT, 2 ROLL V RETURN EQUALS 975 GAUGE LENGHT
		HOLDBACK
36	709171	HOLDBACK: TYPE: CONVEYOR BELT DRIVES; DIMENSIONS: NRT 1095 MM; MATERIAL: CAST STEEL; TORQUE: 37940 NM; OPERATING POWER 132 KW; OPERATING SPEED: 75 RPM, TORQUE ARM ANGLE 0 DEGREE; ROTATION CLOCKWISE; LENGTH 1567.18MM; BORE: 150MM, COMPLETE WITH OIL LEVEL SIGHT GAUGE, AIR MAX BREATHER
37	37258	BUFFER: TYPE: COUPLING; MATERIAL: RUBBER; DIMENSIONS: WD 120 X LG 150 X THK 40 MM; SUPPL P/N: SC16-150B; SOLID; SECONDARY, ID - AM1381, 2 HOLES (TOP AND BOTTOM) 10 MM RECESSED X 100 MM APART, FOR USE ON SCRAPER MODEL SC 16 HAR

Item nr	Eskom Material #	Description
		BOLTS & NUTS (8.8HTS) Galvanised
38		M8 x 25mm (8.8HTS) Galvanised (Fully Threaded)
39		M8 x 100mm (8.8HTS) Galvanised (Fully Threaded) CAP SCREW
40		M10 x 100mm (8.8HTS) Galvanised (Fully Threaded) CAP SCREW
41		M10 x 45mm (8.8HTS) Galvanised (Fully Threaded)
42		M10 x 55mm (8.8HTS) Galvanised (Fully Threaded)
43		M12 x 200mm (MILD STEEL) Galvanised (Fully Threaded)
44		M12 x 100mm (MILD STEEL) Galvanised (Fully Threaded)
45		M16 x 55mm (8.8HTS) Galvanised (Fully Threaded)
46		M16 x 95mm (8.8HTS) Galvanised
47		M16 x 100mm (8.8HTS) Galvanised
48		M16 x 125mm (8.8HTS) Galvanised
49		M16 x 200mm (MILD STEEL) Galvanised FULL TREAD
50		M20 x 65mm (8.8HTS) Galvanised (Fully Threaded)
51		M20 x 95mm (8.8HTS) Galvanised
52		M20 x 125mm (8.8HTS) Galvanised
53		M24 x 85mm (8.8HTS) Galvanised
54		M24 x 120mm (8.8HTS) Galvanised
55		M24 x 200mm (8.8HTS) Galvanised
56		M24 x 200mm (MILD STEEL) Galvanised FULL TREAD
		WASHERS (8.8HTS) Galvanised(SETS OF FLAT AND SPRING EA)
57		M8
58		M10
59		M16
60		M20
61		M24

2.1 Purchaser's design

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

The goods are to be supplied according to the correct drawing review as indicated by the end user. The Supplier is responsible to ensure that goods are correctly supplied by ensuring supplies to the correct drawings and revisions. If any spare is to be redesigned due to obsolescence, the supplier must get approval from the Eskom end user and engineer.

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

The Supplier's design which must be submitted to the Supply Manager at Eskom for his acceptance. The requirements for the re design are drawings and QCP's are to be prepared by the Supplier and submitted to the end-user for approval. Only once the drawings are approved and approval is given in writing to the Supplier. The drawings and QCP's become property of Eskom. The end user (Eskom) must witness all the hold points as indicated by them on the QCP before the Supplier moves to the next phase.

2.3 Other requirements of the *Supplier's* design

The Supplier will be required to furnish the new information on the stores DCF, detailing the new specifications after approval has been granted by the end user (Eskom).

2.4 Use of *Supplier's* design

The Purchaser may use and copy the Supplier's design and use the services for any purpose connected with use or alteration of the goods and services unless otherwise stated in the Goods Information and for other purposes as stated in the Goods Information.

2.5 Factory acceptance testing (FAT)

The Supplier and the Purchaser provide records, data sheets, materials, facilities and samples for tests and inspections as stated in the Goods Information.

The end user and the Supply Manager each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The Supplier notifies the Supply Manager in time for a test or inspection to be arranged and done before doing work which would obstruct the rest or inspection. The end user, technical support representative and engineer may watch any test done by the Supplier. If a test or inspection shows that any work has a Defect, the Supplier corrects the Defect and the test or inspection is repeated.

2.6 Other tests and inspections and commissioning in place of use

The Supplier does not bring to the Delivery Place those goods which the Goods Information states are to be tested or inspected before being brought to the Delivery Place until

- The Supply Manager (end-user) has notified the Supplier that they have passed the test or inspection.

2.7 Operating manuals and maintenance schedules

The Supplier must supply all material certificates, data sheets, QCPs, maintenance schedules and operational manuals on delivery of the spares ordered.

3 Supply Requirements

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

The Supplier obtains approval of his design from Others where necessary.

The Supplier provides access to work being done for this contract for

- The Supply Manager and
- Others notified to him by the Supply Manager

Subject to the restrictions stated in the Contract Data. The Supplier may not restrict the Supply Manager's right to watch any test done by the Supplier which is required by the Goods Information or the applicable law.

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

The Supplier obeys an instruction which is in accordance with this contract and is given to him by the Supply Manager.

The Supplier acts in accordance with the health and safety requirements stated in the Goods Information.

The Supplier obtains permission from Others where necessary before transporting the goods to the Delivery Place.

4 Specification of the services to be provided

Supply and delivery of spares required and issued to the supplier by an order number which indicates the full description of the spare required. The supplier must first confirm with the end user by means of a clarification meeting before supplying the spares.

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

If a programme is not identified in the Contract Data, the Supplier submits a first programme to the Supply Manager for acceptance within the period stated in the Contract Data.

The Supplier shows on each programme which he submits for acceptance.

1. The starting date and Delivery Date,
2. Planned Delivery,
3. The dates when, in order to Provide the Goods and Services, the Supplier will need access to the Purchaser's premises, acceptances and
4. Plant and materials and other things to be provided by the Purchaser,
5. The dates when the Supplier plans to conduct factory acceptance tests or inspections and
6. Other information which the Goods Information requires the Supplier to show on a programme.

Within two weeks of the Supplier submitting a programme to him for acceptance, the Supply Manager either accepts the programme or notifies the Supplier of his reasons for not accepting it. A reason for not accepting a programme is that:

1. The Supplier's plans which it shows are not practicable,
2. It does not show the information which this contract requires,
3. It does not represent the Supplier's plans realistically or
4. It does not comply with the Goods Information.

The supplier must then correct the deviation immediately.

5.2 Work to be done by the Delivery Date

The Supplier does not start work until the starting date is approved and drawings are clarified and approved by the end user and engineer, and does the work so that Delivery is on or before the Delivery Date.

5.3 Constraints at the delivery place and place of use

If a programme is not identified in the Contract Data, the Supplier submits a first programme to the Supply Manager for acceptance within the period stated in the Contract Data.

The Supplier shows on each programme which he submits for acceptance

1. The starting date and Delivery Date,
2. Planned Delivery,
3. The dates when, in order to Provide the Goods and Services, the Supplier will need
4. Access to the Purchaser's premises,
5. Acceptances and
6. Plant and materials and other things to be provided by the Purchaser,
7. The dates when the Supplier plans to conduct factory acceptance tests or inspections and
8. Other information which the Goods Information requires the Supplier to show on a programme.

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

Within two weeks of the Supplier submitting a programme to him for acceptance, the Supply Manager either accepts the programme or notifies the Supplier of his reasons for not accepting it. A reason for not accepting a programme is that

1. The Supplier's plans which it shows are not practicable,
2. It does not show the information which this contract requires,
3. It does not represent the Supplier's plans realistically or
4. It does not comply with the Goods Information.

The Supplier co-operates with Others in obtaining and providing information which they need in connection with the goods and services.

The Purchaser and the Supplier provide services and other things in accordance with the Goods Information. Any cost incurred by the Purchaser as a result of the Supplier not providing the services and other things which he is to provide is assessed by the Supply Manager and paid by the Supplier.

5.4 Cooperating with Others

The Supplier co-operates with Others in obtaining and providing information which they need in connection with the goods and services.

The Purchaser and the Supplier provide services and other things in accordance with the Goods Information. Any cost incurred by the Purchaser as a result of the Supplier not providing the services and other things which he is to provide is assessed by the Supply Manager and paid by the Supplier.

5.5 Documentation control

The order number will be issued by the purchaser (Eskom) to the supplier for the specified spares via email to the supplier. The supplier must acknowledge receipt to the Purchaser together with the site clarification and delivery dates.

5.6 Health and safety risk management

The Supplier undertakes to take all reasonable precautions to maintain the health and safety of person 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.
- Adhere to the cardinal rules for Eskom.
- Adhere to Plant Safety Regulations if access to plant is required.

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

5.7 Environmental constraints and management

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 ensure that his Subcontractors, employees and others under the Supplier's direction and control, likewise observe and comply with the foregoing.

The Supplier shall comply with the environmental criteria and constrains stated here.

5.8 Quality

The supply and delivery of Coal Plant Spares on an 'as and when' required basis

The Contractor is responsible for creating QCP documents and having them approved by the (End user, Engineering, and technical support).

The Contractor will ensure that all critical work will be performed using a Procedure and QCP. Where no procedure exists the Contractor will write the procedure and have it approved by the Employer.

The Contractor will additionally comply with the Employer's Quality Requirements as specified in Standard QM58.

5.9 Invoicing and payment

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

6 List of drawings

6.1 Drawings issued by the *Purchaser*

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

C3.2 SUPPLIER'S GOODS INFORMATION

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

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

This section could also be compiled as a separate file.
