



NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **SUPPLY AND DELIVERY OF MILLING PLANT
SPARES BULK MATERIAL HANDLING TO
LETHABO POWER STATION FOR A FIVE (5) YEAR
PERIOD ON AN "AS AND WHEN REQUIRED"
BASIS**

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CONTRACT No.

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:

SUPPLY AND DELIVERY OF MILLING PLANT SPARES BULK MATERIAL HANDLING TO LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD ON AN "AS AND WHEN REQUIRED" BASIS.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) Karabo Rakgolela

Capacity General Manager

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Karabo Rakgolela

General Manager

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

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
		X13: Performance bond
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ¹	(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	
	Tel	
	Fax	
	e-mail	
11.2(13)	The <i>goods</i> are	Milling Plant Spares Bulk Material Handling
11.2(13)	The <i>services</i> are	Supply and delivery of Milling Plant Spares Bulk Material Handling
11.2(14)	The following matters will be included in	- Any matter that has cost implication

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

the Risk Register

outside agreed terms.

- Any matter that may cause delay in the delivery.
- Any quality related issues.
- Any matter that deviates from the specification.
- Any force majeure issues such as protests, covid restrictions.

11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) working days	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	Date of last signature of the contract as agreed by both parties.	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	goods	delivery date
		1 Milling Plant Spares Bulk Material Handling	As stipulated on the purchase 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.	Delivery as per the Purchase Order	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Within two (2) days after order placement and to fit within the delivery times after order placement as per 30.1	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) working days following the accepted revision to the first programme and the delivery times after order placement as per 30.1	
4	Testing and defects		
41		Certain items identified in the Goods Information (Scope of work) shall be subject to QC inspection by the Purchaser. Payment will only be made once the items have passed inspection and written acceptance is issued. Rejected items will not be paid for until successfully corrected and re-inspected.	
42	The <i>defects date</i> is	52 weeks after date of delivery	

43.2	The <i>defect correction period</i> is	14 calendar days from the date the Supplier is notified of the defect.
42.2	The <i>defects access period</i> is	1 day after notification

5	Payment	
50.1	The <i>assessment interval</i> is	between the 30 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	8 weeks.
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 <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.
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. Incorrect material delivered and not in accordance with specification 2. Non-adherence to agreed/ delivery target timelines dates
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	One (1) year after Installation of each spare in operation at the plant
9	Termination and dispute resolution	NEC3 will be applied The Purchaser may terminate the contract, in whole or in part, due to depletion of funds, expiry of the contract term, or failure by the Supplier to fulfil contractual obligations
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 **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 <i>base date</i> for indices is	TBC		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		75%	Lifting and Handling equipment and parts thereof	SEIFSA Table P - 2
		10%	Transport	SEIFSA Table L 2 (B)
		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			
	Supplier shall pay delay damages to the Purchaser if delivery of the goods is not completed by the Date stated in the Purchase Order.			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		For all Milling plant Spares Bulk Material Handling	Delay damages shall be calculated at a rate of 1%per day of the value of the specific item in the Purchase Order, up to a maximum of 15% of that item's value 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.
X13	Performance bond	
X13.1	The amount of the performance bond is	The amount stated in the Contract Data and in the form set out In the Goods information. In the event the supplier is deemed financially unstable, the supplier shall submit a performance bond, issued by a bank, to be acceptable to the Supply Manager before the contract award
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser’s limitation of liability

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

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

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

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

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

Z12 Ethics

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

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

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

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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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

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

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Supply and delivery of Milling Plant Spares Bulk Material Handling for a five (5) year period for stock replenishment at Lethabo Power Station	
2. The requirements for transport are	Roadworthy delivery vehicle that is appropriate to deliver the material as per the scope of work to Lethabo Power Station.	
3. The delivery place is	Lethabo Power Station Main Stores	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
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	
	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)¹ and the relevant parts of its Guidance Notes (SC3-GN)² 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><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><tr><td>3</td><td></td><td></td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1			2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2														
3														
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

1. 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
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

2. 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.

3. 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.

3.1. 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*

Bulk Material HANDLING				
Item No	Description	Unit	Rate	Lead time
37800	BLOCK: TYPE: TAKE UP DRIVE; WIDTH: 40 MM; LENGTH: 118 MM; HEIGHT: 84.5 MM; MATERIAL: STL; DRAWING NO: ESK 20.58/56300 REV 1; FOR USE ON VOL/COAL/FEEDER BELT TAKE UP AND CLEANOUT CONVEYOR	EA		
37804	SHAFT: TYPE: BELT DRIVE; LENGTH: 350 MM; MATERIAL: STL; END 1 SIZE: 50 MM; END 2 SIZE: 49 MM; SUPPL P/N: 223-A1-341	EA		
37808	SPROCKET: TEETH: 10; OUTSIDE DIAMETER: 240 MM; BORE: 80 MM; PITCH: 75 MM; ROOT DIAMETER: 180 MM; MATERIAL: STL; SUPPL P/N: 1-A2-000037; HOLLOW SHAFT, WELDMENT, FOR USE ON COAL FEEDERS CLEANOUT CONVEYOR TAKE UP GROUP	EA		
37815	TUBE, METALLIC: OUTSIDE DIMENSION: 65 X 45 MM; WALL THICKNESS: 5 MM; LENGTH: 208 MM; MATERIAL: STL; SUPPL P/N: 365-A1-341; TYPE TORQUE; SIZE 35MM ID; FOR USE ON COAL FEEDER	EA		
37817	SHAFT: TYPE: COAL FEEDER; LENGTH: 478 MM; MATERIAL: STL; END 1 SIZE: 32 MM; END 2 SIZE: 35 MM; SUPPL P/N: 354-A1-341; FINAL OUPUT; FOR MVF 130P GEARBOX	EA		
37818	GLASS, LEVEL GAUGE: DIMENSIONS: DIA 28 X HT 18 MM; TYPE: VOLUMETRIC COAL FEEDER; MATERIAL: AL/GLASS; COLOR: CLEAR; SUPPL P/N: 347-A-341; OIL LEVEL - 2ND STAGE, USED ON THE CLEAN-OUT CONVEYOR REDUCER GROUP ON THE VOLUMETRIC COAL FEEDERS	EA		
37819	GLASS: TYPE: SAFETY; DIMENSIONS: DIA 144 X THK 9.5 MM; MATERIAL: GLASS PYREX; COLOR: CLEAR; BULLSEYE, FOR USE ON VOLUMETRIC COAL FEEDER DOORS	EA		
37822	PULLEY, CONVEYOR: TYPE: RETURN; DRUM DIAMETER: 216 MM; DRUM WIDTH: 780 MM; MATERIAL: STL; SHAFT DIAMETER: 38 MM; SHAFT LENGTH: 1.18 M; FACE STYLE: SMOOTH; SUPPL P/N: 1-A2-000007; STOCK VOLUMETRIC COAL FEEDER BOOSTER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
99516	SKIRT: TYPE: CONVEYOR; SIZE: WD 150 MM X LG 5 M X THK 10 MM; MATERIAL: RUBBER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA		
101323	SKIRT: TYPE: CONVEYOR; SIZE: WD 150 MM X LG 10 M X THK 16 MM; MATERIAL: RUBBER; SUPPLIED IN 10 M ROLLS, SHORE HARDNESS SH 40/45; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	M		
145892	GLOBE: TYPE: INCANDESCENT LAMP; DIMENSIONS: DIA	EA		

	138 X LG 145 MM; SUPPL P/N: 1A2-000371; LENS, COVER GLASS FOR CONVEYOR COAL FEEDER LIGHTING, FITTED UNDER CONVEYOR, LIP THICKNESS 10 MM, O/DIAMETER OF COVER 120 MM, I/DIAMETER OF COVER 100 MM			
37809	SHAFT: TYPE: TAKE UP PULLEY; LENGTH: 1.015 M; MATERIAL: SS GR EN19; APPLICATION: VOLUMETRIC COAL FEEDER BELT; END 1 SIZE: 44 MM; END 2 SIZE: 44 MM; SUPPL P/N: 1-A2-000031; DRAWING NO: STOCK A1-000029 REV 1; ESKOM 20.58/56127 REV 1; ESK 20.58/56127 REV 1; REFERENCE NO: 10-60 HFB01-05; OD: 60MM, ENSURE THAT DISTANCE BETWEEN SHOULDER ARE IN SPECIFICATION: 826.6MM-827MM, SEAL SURFACE: 54MM TO BE FINE FINISHED TEXTURE, BEARING SURFACE: 44.61MM TO 45MM TO BE FAIRLY SMOOTH FINISHED TEXTURE	EA		

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

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2.3 Other requirements of the <i>Supplier's</i> design	10
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1 Overview and purpose of the goods

Item No	Description	Unit
37800	BLOCK: TYPE: TAKE UP DRIVE; WIDTH: 40 MM; LENGTH: 118 MM; HEIGHT: 84.5 MM; MATERIAL: STL; DRAWING NO: ESK 20.58/56300 REV 1; FOR USE ON VOL/COAL/FEEDER BELT TAKE UP AND CLEANOUT CONVEYOR	EA
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37818	GLASS, LEVEL GAUGE: DIMENSIONS: DIA 28 X HT 18 MM; TYPE: VOLUMETRIC COAL FEEDER; MATERIAL: AL/GLASS; COLOR: CLEAR; SUPPL P/N: 347-A-341; OIL LEVEL - 2ND STAGE, USED ON THE CLEAN-OUT CONVEYOR REDUCER GROUP ON THE VOLUMETRIC COAL FEEDERS	EA
37819	GLASS: TYPE: SAFETY; DIMENSIONS: DIA 144 X THK 9.5 MM; MATERIAL: GLASS PYREX; COLOR: CLEAR; BULLSEYE, FOR USE ON VOLUMETRIC COAL FEEDER DOORS	EA
37822	PULLEY, CONVEYOR: TYPE: RETURN; DRUM DIAMETER: 216 MM; DRUM WIDTH: 780 MM; MATERIAL: STL; SHAFT DIAMETER: 38 MM; SHAFT LENGTH: 1.18 M; FACE STYLE: SMOOTH; SUPPL P/N: 1-A2-000007; STOCK VOLUMETRIC COAL FEEDER BOOSTER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA
99516	SKIRT: TYPE: CONVEYOR; SIZE: WD 150 MM X LG 5 M X THK 10 MM; MATERIAL: RUBBER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA
101323	SKIRT: TYPE: CONVEYOR; SIZE: WD 150 MM X LG 10 M X THK 16 MM; MATERIAL: RUBBER; SUPPLIED IN 10 M ROLLS, SHORE HARDNESS SH 40/45; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	M
145892	GLOBE: TYPE: INCANDESCENT LAMP; DIMENSIONS: DIA 138 X LG 145 MM; SUPPL P/N: 1A2-000371; LENS, COVER GLASS FOR CONVEYOR COAL FEEDER LIGHTING, FITTED UNDER CONVEYOR, LIP THICKNESS 10 MM, O/DIAMETER OF COVER 120 MM, I/DIAMETER OF COVER 100 MM	EA
37809	SHAFT: TYPE: TAKE UP PULLEY; LENGTH: 1.015 M; MATERIAL: SS GR EN19; APPLICATION: VOLUMETRIC COAL FEEDER BELT; END 1 SIZE: 44 MM; END 2 SIZE: 44 MM; SUPPL P/N: 1-A2-000031; DRAWING NO: STOCK A1-000029 REV 1; ESKOM 20.58/56127 REV 1; ESK 20.58/56127 REV 1; REFERENCE NO: 10-60 HFB01-05; OD: 60MM, ENSURE THAT DISTANCE BETWEEN SHOULDER ARE IN SPECIFICATION: 826.6MM-827MM, SEAL SURFACE: 54MM TO BE FINE FINISHED TEXTURE, BEARING SURFACE: 44.61MM TO 45MM TO BE FAIRLY SMOOTH FINISHED TEXTURE	EA

2 Specification and description of the goods

The Supplier shall supply goods that fully comply with the specifications, drawings, standards, and requirements set out in the Contract Data and the Goods Information

The goods shall be new, of merchantable quality, free from defects in design, materials, and workmanship, and suitable for the intended purpose as described in the Contract

Any deviations from the specified requirements must be formally submitted for approval by the Purchaser before

delivery.

The Supplier shall ensure that any materials or components used in the goods are compatible with Eskom's operational environment and meet Eskom's safety and environmental requirements

2.1 Use of *Supplier's* design

The *Purchaser* is allowed to use the designs, drawings and documents for the purpose of verifying goods supplied and the fulfilment of PQP/ CQP/QCP

2.2 Manufacture & fabrication

Not applicable to this contract.

2.3 Factory acceptance testing (FAT)

The *Supply Manager* will inform the *Supplier* on the purchase order if factory acceptance test is required before delivery. The factory acceptance test will be performed by the engineer from Eskom. The *Supply Manager* shall provide the information of engineer to witness factory acceptance test. The test procedure or plan must be shared with the *Supply Manager* for acceptance before the actual testing date.

2.4 Other tests and inspections and commissioning in place of use

All goods are to be tested, and quality checked by the *Supply Manager* engineers upon Delivery. The *Supplier* does not need to witness the test and quality checks.

2.5 Operating manuals and maintenance schedules

Where applicable; test certificates, material certificate, manuals, General Arrangement (GA) drawing/s, Approved Inspection Authority (AIA) stamp and signature provided as required. All documents must be obtained during or before delivery of goods.

Data capturing forms information must be supplied and must meet an acceptable level.

3 Supply Requirements

The following are *supplier's* requirements:

- a) The forklift will be supplied to the "goods received" section of the Lethabo main store where they will be received by the material management section. The materials will be delivered with all of the required data books and certificates, where required.

Lethabo Stores Working Times: Monday – Thursdays: 07h00 – 16h00

Fridays: 07H00 – 12h00

- b) Only once the forklift has passed the Quality control checks and are booked into the system can payment be affected.
- c) The Delivery and Transport Costs (including off-loading items) must be included in the quotation.

The following packaging requirements should be adhered to:

- a) The material shall be packaged in such a manner that they can be transported and stored for an extended period of time without resulting in damage to the forklift.
- b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
- c) Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.
- d) It will also not be necessary to open packaging for any lifting or transport operation.
- e) Where eyebolts are fitted to move the goods, these eyebolts should be fitted in such a way that they can be easily removed and replaced with the *Purchaser's* eyebolts, ensuring that the packaging stays intact.
- f) Where possible the packaging should ensure that parts can be positively identified through the

packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.

- g) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
- Order number,
 - A short description of the component
 - Eskom stock number
 - Manufacturing date, where possible

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

4 Specification of the services to be provided

Refer to Lethabo Power Station Scope of work for the supply and delivery of a 10-ton forklift on a once off order.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

goods and services	Delivery Date
All Milling Plant Spares Bulk Material Handling	2 weeks after placement of order

5.2 Work to be done by the Delivery Date

Not applicable to this contract.

5.3 Marking the goods

The Supplier shall mark all goods clearly and durably in accordance with the Purchaser's requirements and applicable standards.

5.3.2 Each item shall be labelled with at least the following information:

- Purchase Order number
- Supplier's name or identification
- Item description and part number or stock code
- Batch or serial number (where applicable)
- Date of manufacture or packing

5.3.3 The marking shall be legible, resistant to damage, and positioned so as not to impair the function or appearance of the goods.

5.3.5 Any deviations from these marking requirements must be approved in writing by the Purchaser prior to delivery.

5.4 Constraints at the delivery place and place of use

The *Supplier* shall adhere to Eskom speed limit of 40 km/h while driving on site. The preferred delivery times are Monday to Thursday between 07:00-16:00 and Friday between 07:00-12:00. However, for urgent delivery, the *Supplier* will communicate with the *Supply Manager* to agree on the time and date of delivery.

The *Supplier* shall adhere to Eskom Life Saving rules

5.5 Cooperating with Others

The *Supplier* cooperates with the stores personnel during Delivery. The *Supplier* co-operates with the *Purchasers* team in ensuring that the goods are delivered in accordance to all requirements

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

a) The Supplier provides offloading people to assist with offloading at receiving. NB: The Supplier offloading team names must be part of the valid approved safety file

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	When the need arises	TBC	Purchaser, Supplier, and Cross functional team members

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

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

5.8 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself.

The manufacturing data books shall be submitted in hardcopy and soft copy format.

5.9 Health and safety risk management

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

The Supplier shall comply with the health and safety requirements [stated here or contained in Annexure A to this Goods Information.

5.10 Environmental constraints and management

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

- The vehicle used for Delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- The material used for supporting the goods being delivered are correctly disposed and are without

harm to environment. The Supplier must comply with Site Environmental management plan (EMP) and other requirement.

c) The Supplier complies with Environmental aspect and impact register

d) The Supplier complies with all Site environmental management procedures, especially the waste management and oil spillages.

The Supplier shall comply with the environmental criteria and constraints contained in Annexure B

5.11 Quality

Specify minimum requirements for the Supplier's Quality Plan and Work Procedures if required and not already covered in the specifications for the goods. State whether ISO compliance is a condition and if so which ISO standard shall apply.

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* 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)

NB: All assessment and data books requirements to be met before any payment can be processed

5.13 Contract change management

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

5.14 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

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

6 Procurement

6.1.1 Other requirements related to procurement

Specific Goals

A maximum of 20/10 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the

total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS certificate and Joint Venture (JV) certificate.
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown.
- Certified ID copies of shareholder(s).
- Proof of Disability (where applicable).
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures) a consolidated B-BBEE status level verification certificate.

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 80/90 for price.
- Scores 0 points out of 20/10 for specific goals.

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
☒	☐

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Structural Steel	Steel products, Couplings	100%
Fasteners	Bolts, nuts, rivets and nails	100%
MV Pump & Pumps	Pumps	70%
Valves	Gate, DIAPHRAGM, BALL	70%
Bulk Handling material	Conveyor idlers 14M and 8M	70%
	Pulleys	60%
	Structural steel	100%
	Rubber	100%
	Conveyor belt	100%

Tender Returnable:

- a) The Declaration Certificate for Local Production and Content (SBD 6.2)
- b) Annexure C (Local Content Declaration: Summary Schedule)
- c) Annexure D (Imported Content Declaration – supporting Schedule to Annexure C)
- d) Annexure E (Local content Declaration – supporting Schedule to Annexure C)

The above MUST be completed, duly signed and submitted by the bidder.

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

Note: SDLI objectives shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

3.1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development. Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract. Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B- BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderers with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract. Tenderers are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's

annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

3.2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3.3. Procurement spends on entities with a minimum 51% black ownership.

The tenderer will subcontract some of the SOW to the designated suppliers i.e., EME / QSE with at least 51% BO. The designated suppliers should not be part of their subsidiaries or having shares in that company, preferable they should be selected from local to site and shall be as follows:

Procurement Designated Group	from	Eskom Target	Tenderer Proposal
Black Owned		15%	

Potential scope

- Transportation of spares to site

The following are tender returnable.

- Proof of a sub-contract agreement/s OR
- Letter of intent

3.4. Jobs.

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

	Type of Jobs to be created	Number of Jobs to be created	
	Type of Jobs to be retained	Number of Jobs to be retained	

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 1.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 1.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 1.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the**

Commissioner must also sign and stamp)

- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Section 6: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

6.1.2 Cataloguing requirements by the *Supplier*

Not applicable to this contract

7 List of drawings

7.1 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.
