



NEC3 Supply

Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

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

for THE SUPPLY AND DELIVERY OF SODIUM
BICARBONATE FOR DSI FGD PHASE 2
TESTING AT MAJUBA AND LETHABO POWER
STATIONS FOR A PERIOD OF THREE
(3) MONTHS.

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010) amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	[•]
	C1.2 Contract Data provided by the <i>Purchaser</i>	[•]
	C1.2 Contract Data provided by the <i>Supplier</i>	[•]
Part C2	Pricing Data	
	C2.1 Pricing assumptions	[•]
	C2.2 Price Schedule	[•]
Part C3	Scope of Work	
	C3.1 Goods Information	[•]
	Pro Forma Batch Order	

Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

The supply and delivery of sodium bicarbonate for DSI FGD phase 2 testing at Majuba and Lethabo Power Stations for a period of three (3) months.

The tenderer, identified in the signature block below, 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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

Eskom Holdings SOC Ltd, Research, Testing and Development, Lower Germiston Road,
Rosherville, Johannesburg, Cleveland, 2095, South Africa

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. 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

Mrs Prudence Madiba

General Manager, Eskom Research,
Testing and Development

**Eskom Holdings SOC Ltd, Research
Testing and Development, Lower
Germiston Road, Rosherville,
Johannesburg, Cleveland, 2095, South
Africa**

Mr Mfundo Verby

C1.2 Contract Data

Data provided by the *Purchaser*

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

1. Please read the relevant clauses in the NEC3 Supply Short Contract (April 2013) (SSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[●]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name):	Eskom Holdings SOC Limited (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 11 516 7994
	Fax No.	+27 86 538 6628
	E-mail address	madondst@eskom.co.za
11.2(4)	The <i>delivery date</i> is [If the <i>goods</i> are instructed by Batch Order enter the data, “The delivery date is identified in the Batch Order”]	
11.2(5)	The Goods Information is in	the document called ‘Goods Information’ in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	The supply and delivery of Sodium Bicarbonate to Lethabo and Majuba Power Station.
12.2	The <i>law of the contract</i> is	the Republic of South Africa.
13.2	The <i>period for reply</i> is	One (1) week.
15.1	The <i>premises</i> are	Lethabo Power Station Lethabo Road Viljoensdrif 1939 Free State South Africa Majuba Power Station N11 Volksrust 2470 Mpumalanga South Africa

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

23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	Yes / No [delete as appropriate]
23.1	If the <i>goods</i> are instructed by Batch Order, the batch order interval is [●] the end date is [●] the quantity range of <i>goods</i> in a batch is from [●] to [●]	
30.1	The <i>starting date</i> is.	TBA
41.1	The <i>defects date</i> is	TBA
42.2	The period for the correction of Defects after Delivery is	TBA
50.1	The <i>assessment day</i> is the	The terms and conditions of payment are 30 days from receipt of a tax invoice.
50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	[●] per day.
51.2	The interest rate on late payment is	[●]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
86.1	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	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	[●] for any one event.
93.1	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).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

11.1 **The *conditions of contract* are the NEC3 Supply Short Contract (April 2013)² ³and the following additional conditions.**
[Only enter details here if additional conditions are required, otherwise state 'none']

² Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

³ If the December 2009 edition is being used, replace April 2013 with December 2009

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 and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 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.
- Z2.4 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 the same as for Reason 3 identified in clause 90.3.

Z3 Waiver and estoppel: Add to clause 12.3:

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Z4 Provision of a Tax Invoice and interest. Add to clause 51

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, 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.
- Z4.3 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.

Z5 Purchaser's limitation of liability

- Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is

limited to R0.00 (zero Rand)

Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

Z6 Termination: Add to clause 90.2 before (Reason 1)

Z6.1 or had a judicial management order granted against it.

Z7 Addition to clause 50.5

Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

Z8 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 Subsuppliers or Subsupplier'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 Subsuppliers or the Subsupplier'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.

Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z8.2 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.

- Z8.3 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.
- Z8.4 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.

Z9 Insurance

Replace condition of contract 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, 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 goods, 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 Death of or bodily injury 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

84.2 The Purchaser provides the insurances in this Insurance Table B

INSURANCE TABLE B

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

Z10 Nuclear Liability

Z10.1 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.

- Z10.2 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*.
- Z10.3 Subject to clause Z10.4 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*.
- Z10.4 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.
- Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z11 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.
- Z11.1 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.
- Z11.2 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 Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z11.4 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.
- Z11.5 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.
- Z11.6 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.
- Z11.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos supplier, instructed by the *Purchaser* at the *Purchaser's* expense, and

conducted in line with South African legislation.

Data provided by the *Supplier* (the *Supplier's Offer*)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	[•]%

⁴ Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 086 539 1902.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

C2.2 Price Schedule

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

BILLS OF QUANTITIES - SUMMARY

Item No.	Description	Unit	Quantity	Rate Exc VAT	Amount Exc VAT
1 Supply and delivery of Sodium Bicarbonate to Lethabo Power Station					
1,1	Sodium Bicarbonate (NaHCO ₃)	kg	60 000		
1,2	Transportation				
Total Exc VAT					
2 Supply and delivery of Sodium Bicarbonate to Majuba Power Station					
2,1	Sodium Bicarbonate (NaHCO ₃)	kg	60 000		
2,2	Transportation				
Total Exc VAT					
TOTAL for both Lethabo and Majuba Power Station					

C3: Scope of Work

C3.1 Goods Information

The Supply and Delivery of Sodium Bicarbonate at Lethabo and Majuba Power Station.

The premises are:

Lethabo Power Station
Lethabo Road
Viljoensdrif 1939
Free State
South Africa

Majuba Power Station
N11
Volksrust 2470
Mpumalanga
South Africa

1. Description of the goods

The Supply and Delivery of Sodium Bicarbonate for Lethabo and Majuba Power Station to the final destination on the Delivery Date as indicated in the delivery schedule. The goods furthermore include the supply of all labour, materials, delivery to each station and equipment required for the offloading of the product.

Eskom requires 120 tonnes (120 000 kg) of sodium bicarbonate to undertake this program and as a minimum will require at least 60 tonnes (60 000 kg) per station. Each delivery will consist of 60 tonnes of sodium bicarbonate per station.

The supplier is to supply and deliver 120 000 kg (120 tonnes) of sodium bicarbonate (NaHCO_3) to Majuba and Lethabo Power Station (i.e., 60 tonnes at each station). The sodium bicarbonate must be injected from the tankers into the flue gas ducting at a controlled flow rate during the *DSI FGD Test Phase 2* testing campaign. The specific work to take place is as follows:

- Supply and deliver 60 tonnes of sodium bicarbonate (NaHCO_3) at Lethabo Power Station using two (2) tankers containing 30 tonnes each.
- Supply and deliver 60 tonnes of sodium bicarbonate (NaHCO_3) at Majuba Power Station using two (2) tankers containing 30 tonnes each.
- At each station, connect flexible piping from the tanker to the flue gas ducting infrastructure located approx. 25m above ground. Note: The flexible piping, which must be a 4 inch / 100 NB diameter and 25 metres long flexible pipe with couplings, is to be provided by Supplier)
- Provide continuous supply of the sodium bicarbonate from the tankers into the flue gas ducting during the testing campaign. The injection/discharge rate must be variable as required (desired rate is 3500 – 7500 kg/h).
- The injection from the two (2) tankers at each station will occur simultaneously.

All of the works shall be instructed by means of Purchase Orders issued by the Project Manager / Purchaser at any time during the term of the contract. The Price for each item shall be taken from the Price List. Technical, quality, and workmanship requirements for the works are described in quality control procedures (QCPs) provided by the Purchaser and accepted by the Project Manager before work is carried out.

The Purchaser requires a minimum order quantity of 60 000 kg (60 tonnes) of sodium bicarbonate per station (i.e., total of 120 tonnes).

2. Specifications

The specifications may be included here or provided as Annexure and just listed here.

The required product is 120 000 kg (120 tonnes) of Sodium Bicarbonate (NaHCO_3), material no. 0775797, with the following specifications:

- Particle Size Distribution: 90% of particles should be less than 60 μm , with 50% less than 30 μm .
- Purity: Minimum 99% purity.
- Moisture Content: Less than 0.5%.
- Bulk Density: $\approx 68 \text{ lbs/ft}^3$ (1.09 g/cm^3).

*Note: For a bulk density of 1.09 g/cm^3 (1090 kg/m^3), 120 000 kg of sodium bicarbonate is equivalent to 110 090 litres.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
<u>Technical specifications:</u>		
N/A		

3. Constraints on how the *Supplier* Provides the Goods

3.1 Subcontracting

State whether there are any controls on who the *Supplier* may subcontract to.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Supplier* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is _____;
- The total of
 - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed;
 - Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

Purchasers to be paid according to Eskom's payment terms which is 30 days after receipt of valid tax invoice
Invoices to be delivered to Eskom's Document Centres.

The Purchaser provides the Purchaser with a correct tax invoice showing the amount due for payment equal to that stated in the purchase order including the price adjustment as per clause X1.1.

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Purchaser* may require the *Supplier* to keep records of amounts paid by him for people employed by the *Supplier*, plant and materials, work subcontracted by the *Supplier* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Purchaser*.

3.5 BBBEE and preferencing scheme

Specify constraints which *Supplier* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.6 Cataloguing requirements by the *Supplier*

4. Requirements for the programme

The *Supplier* delivers all the sodium bicarbonate to site as per the required delivery schedule. The *Supplier* provides manufacturing and delivery schedules.

The *Supplier* submits to the *Purchaser's* Representative the Quality Management documentation as follows:

- Contract Quality Plan Included in Tender.
- Proposed Test Plan Included in Tender.
- QA/QC procedure for approval prior to manufacturing commencement.
- The *Supplier* compiles a Delivery Schedule in liaison with the Purchaser's Representative.
- The *Supplier* submits to the Purchaser's Representative the Delivery Schedule, Accepted Programme, and subsequent revisions on hard copy, as well as a software copy. The software package is Microsoft compatible (e.g. MS Project etc).

5. Services and other things provided by the *Purchaser*

[illegible]

6. Supply requirements

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

6.1 Procedure for submission and acceptance of Supplier's design

- The *Supplier* shall supply Sodium Bicarbonate (NaHCO_3), material number 0775797, strictly in accordance with the specifications stated in this Contract.
- The *Supplier* shall submit, prior to delivery, a detailed product datasheet confirming compliance with all chemical, physical, and performance requirements, including but not limited to:
 - Purity
 - Particle size distribution
 - Specific surface area
 - Moisture content
 - Bulk density
- The *Supplier* shall submit a method statement detailing:
 - Bulk transport arrangements (tanker configuration and capacity),
 - Connection interfaces between tanker discharge piping and existing flue gas ducting infrastructure (approximately 25 metres above ground),
 - Injection system layout and control philosophy,
 - Flow control capability within the required range of 3 500 – 7 500 kg/h,
 - Measures to prevent moisture ingress, segregation, or agglomeration of the product.
- No delivery or injection shall commence until the Purchaser has reviewed and accepted the submitted documentation.
- The *Supplier* shall provide a representative sample of the Sodium Bicarbonate to the Purchaser for evaluation and acceptance prior to bulk delivery.
- The *Purchaser* reserves the right to reject any product that does not conform to the approved specification or exhibits handling or injection issues during operation.

6.2 Factory acceptance testing (FAT), other tests and inspections in place of use

- The *Supplier* shall provide representative samples of Sodium Bicarbonate for compliance testing at the following minimum frequency:
 - One composite sample per production batch,
 - One composite sample per delivery tanker.

- Each sample shall be accompanied by a Certificate of Analysis (CoA) confirming compliance with the Contract specification.
- Testing shall include, as a minimum:
 - Chemical purity (% NaHCO_3),
 - Particle size distribution,
 - Specific surface area,
 - Moisture content,
 - Bulk density.
- The *Purchaser* reserves the right to perform independent verification testing on any delivered batch.
- Any batch found to be non-compliant shall be rejected and replaced at the *Supplier's* cost, without impact to the Contract completion dates.

6.3 Inspection during manufacture

6.3.1 Manufacture and handling

- The Purchaser reserves the right to inspect the Supplier's production, packaging, and loading facilities to verify compliance with the Contract requirements.
- The Supplier shall ensure that all handling, storage, and transport systems prevent contamination, moisture ingress, segregation, or degradation of the Sodium Bicarbonate.

6.3.2 Delivery and site inspection

- The Purchaser or the Purchaser's Representative may inspect tanker loads upon arrival at site.
- Tankers shall be clean, dry, sealed, and suitable for fine powdered materials.
- Any evidence of contamination, excessive moisture, or material degradation shall constitute grounds for rejection.

6.4 Quality

- The Supplier shall operate under an ISO 9001-compliant Quality Management System.
- A Contract Quality Plan (CQP) and Inspection and Test Plan (ITP), aligned to this specification, shall be submitted with the tender.
- All quality documentation shall be submitted to the Purchaser prior to delivery and injection.
- The Purchaser reserves the right to audit quality records and procedures at any stage during the Contract.

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number [•]

Batch Order No. [•]

Date

To: [•].....
..... (*Supplier*)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)