



NEC3 Supply Contract (SC3)

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

and [Insert at award stage]
(Reg No. _____)

for Supply and Delivery of ion exchange resins at Kriel power station water treatment plant (WTP) on an "as and when" required basis for the period of 5 years

Contents:	No of pages
Part C1 Agreements & Contract Data	1
Part C2 Pricing Data	2
Part C3 Scope of Work	12

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	3
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	15
C1.2b Contract Data provided by the <i>Supplier</i>	1
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	N/A

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 ion exchange resins at Kriel power station water treatment plant (WTP) on an "as and when" required basis for the period of 5 years

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

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

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

Name & signature of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

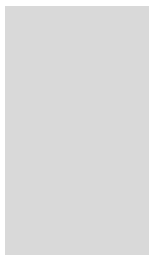
Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages X17: Low performance damages Z: <i>Additional conditions of Contract</i>
	of the NEC3 Supply Contract (April 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.	+27 11 871 3706
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	Sammy Sibiya
	Address	Kriel Power Station
	Tel	013 296 3788
	Fax	N/A
	e-mail	SibiyaSa@eskom.co.za
11.2(13)	The <i>goods</i> are	Ion exchange resins
11.2(13)	The <i>services</i> are	Supply and delivery of ion exchange resins at Kriel power station water treatment plant (WTP) on an "as and when" required basis for the period of 5 years
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> Any matter that has cost implication outside the agreed terms

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

- Any matter that may delay the delivery
- Any SHEQ related issues
- Any matter deviates from the specification
- Any access issue due to force majeure 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	Part C3 1 of Goods Information,	
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	One (1) week	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the goods and services is:	goods and services	delivery date
		1 Any type of resin ordered	6 Weeks after order placement
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Delivery schedule to be submitted within two (2) days after order placement and to fit within the 6 weeks delivery times after order placement	
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 to fit within the 6 week delivery times after order placement	
4	Testing and Defects		
42	The <i>Defects date</i> is	Not Applicable	
43.2	The <i>Defect correction period</i> is	Not Applicable	
	except that the <i>Defect correction period</i> for	Not Applicable	
	and the <i>Defect correction period</i> for	Not Applicable	
42.2	The <i>Defects access period</i> is	Not Applicable	
	except that the <i>Defect access period</i> for	Not Applicable	
	and the <i>Defect access period</i> for	Not Applicable	
5	Payment		

50.1	The <i>assessment interval</i> is	1 Week after each delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	<ul style="list-style-type: none"> • 30 days for Contracts with a value less than R50M • 60 days for Contracts with a value greater than R50M
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Goods damage due to poor handling and storage 2. Rigging/ lifting equipment and resources unavailability for offloading at Stores 3. Lack of material/goods traceability data books 4. Early depletion of Contracts funds 5. Incorrect material/ goods delivered and not in accordance to specification



6. Safety Incidents during commuting and offloading to site

7. Invalid safety file/ un-updated each time the *Supplier* uses different drivers offloading

8. Non adherence to agreed/ delivery target timelines dates

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

R0.0 (zero Rand)

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

(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event and

(2) for all other existing *Purchaser's* property the applicable deductible as at Contract date

88.3 The *Supplier's* liability for Defects due to his design which are not notified before the last *Defects date* is limited to:

The total of the Prices

88.4 The *Supplier's* total liability to the *Purchaser*, 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 *end of liability date* is

6 months after Installation of each batch order and in operation at the plant

9 Termination and dispute resolution

94.1 The *Adjudicator* 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 *Adjudicator nominating body* 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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

10 Data for Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	One month before Contract award	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.65	Labour Wage Indices (Various Industries)
		0.20	Transport - Road Freight Costs
		0.15	non-adjustable
		1.00	
X2	Changes in the law		
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Any type of resin ordered	5% per day of the total task order value or batch order
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		100% of the value will be upheld until this low performance is corrected	For delivering resin products without batch numbers
		The item will be subjected to the deductions as laid out	

		<p>in X7.1 condition for any delays caused as a result of the low performance</p> <p>100% of the value will be upheld until this low performance is corrected</p> <p>The item will be subjected to the deductions as laid out in X7.1 condition for any delays caused as a result of the low performance</p> <p>100% of the value will be upheld until this low performance is corrected</p> <p>The item will be subjected to the deductions as laid out in X7.1 condition for any delays caused as a result of the low performance</p> <p>100% of the value will be upheld until all <i>goods</i> damaged due to the <i>Supplier's</i> fault are replaced</p> <p>100% of the value will be upheld until this low performance is corrected</p> <p>The item will be subjected to the deductions as laid out in X7.1 condition for any delays caused as a result of the low performance</p>	<p>for not providing safety and technical data sheet of delivered resin product</p> <p>for not providing resin certificate of analysis and batch numbers</p> <p>For <i>Goods</i> damage due to poor handling and storage by the <i>Supplier</i></p> <p>for failure to include an annual resin analysis for the duration of the resin life from a sample provided by the <i>Purchaser</i></p>

Z	The <i>additional conditions of Contract</i> are	Z1 to Z15 always apply for Eskom	
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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 Subcontractor, employees and Others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

Z8 Notifying compensation events

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

assumption".

Z9 **Purchaser's limitation of liability**

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

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

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

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

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

Z12 **Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractor or Subcontractors employees, or any one or more of all of these Parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more Parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractors 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><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance. <u>Other property</u> The replacement cost <u>Death of or bodily injury</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this Contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:

Insurance by the Purchaser

87

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

INSURANCE TABLE B

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

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

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

Z15 Asbestos

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

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

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 *Supplier*, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

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

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

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

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

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

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

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

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this Contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	As per Part C3 1 <i>Purchaser's</i> Goods information	
2. The requirements for transport are	As per Part C3 1 <i>Purchaser's</i> Goods information	
3. The delivery place is	Kriel Power Station main stores	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Purchaser</i> (To be included on the total quote)
	Arrange access to Delivery place	<i>Purchaser</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier</i> (To take responsibility for handling risk)
For international procurement	Undertake export requirements	<i>Supplier</i>
	Undertake import requirements	<i>Supplier</i>
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 goods and services is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <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>	2

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 <ul style="list-style-type: none">• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,• plus other amounts to be paid to the <i>Supplier</i>,• less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

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

Stock Number	Description	Long Description	Unit	Quantity	Rate	Price
501231	Demin Cation - Amberlite HPR 1200 H+	RESIN: TYPE: HIGH CAPACITY CATION EXCHANGE; CONTAINER: BAG 25 L; MANUF P/N: DOWEX MARATHON C; CAN ALSO BE SUPPLIED IN 5 CUBIC FEET FIBRE DRUMS; TECHNICAL DATA SHEETS ARE REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE DATE OF MANUFACTURING; MATERIAL SAFETY DATA SHEET WITH ENVIRONMENT INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OHS ACT	L	14000		
198167	Demin Anion - Amberlite HPR 4811 Cl	RESIN: TYPE: AMBERLITE; FORM: GRANULAR; CONTAINER: BAG 25 L; SUPPL P/N: IRA405CL; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA	14000		
211749	Demin Mixed Bed Cation - Amberlite HPR 1600 H+	RESIN: TYPE: AMBERJET; CONTAINER: BAG 25 L; SUPPL P/N: 1600H; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	L	35200		
501211	Demin Mixed Bed Anion - Amberlite	RESIN: TYPE: AMBERJET; FORM: BEADS; CONTAINER: BAG 25 L; MANUF P/N: 9000 OH		24400		

	HPR 9000 OH					
157280	Stator Coolant Cation - Amberlite HPR 650 H	RESIN: TYPE: AMBERJET; FORM: BEADS; CONTAINER: BAG 25 L; SUPPL P/N: 1500H; (TECHNICAL DATA SHEET REQUIRED WITH EVERY DELIVERY); INDUSTRIAL GRADE STRONG ACID CATION; IONIC FORM: H+	L	1000		
217702	Stator Coolant Cation - Amberlite HPR 1300 Na+	RESIN: TYPE: AMBERJET; REFERENCE NO: 1200NA; MATERIAL DATA SHEET REQUIRED WITH EVERY DELIVERY	L	1000		
157285	Stator Coolant Anion - Amberlite HPR 550 OH	RESIN: TYPE: AMBERJET ION EXCHANGE; FORM: BEAD; CONTAINER: BAG 25 L; SUPPL P/N: 4400OH; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; OR ANY EQUIVALENT THAT IS ACCEPTABLE TO ESKOM	L	1000		

The total of the Prices

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PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	10
C3.2	<i>Supplier's Goods Information</i>	1
Total number of pages		12

C3.1: PURCHASER’S GOODS INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Purchaser’s Goods Information	2
1 Overview and purpose of the goods and services.....	4
2 Specification and description of the goods.....	4
2.1 Purchaser’s design	5
2.2 Procedure for submission and acceptance of Supplier’s design.....	5
2.3 Other requirements of the Supplier’s design	5
2.4 Use of Supplier’s design	5
2.5 Manufacture & fabrication.....	5
2.6 Factory acceptance testing (FAT)	6
2.7 Other tests and inspections and commissioning in place of use.....	6
2.8 Operating manuals and maintenance schedules	6
3 Supply Requirements	6
4. Specification of the services to be provided.	6
5. Constraints on how the Supplier Provides the Goods	6
5.1 Programming constraints.....	6
5.2 Work to be done by the Delivery Date.....	6
5.3 Marking the goods	6
5.4 Constraints at the delivery place and place of use.....	6
5.5 Cooperating with Others	7
5.6 Services & other things to be provided by the Purchaser or Supplier.....	7
5.7 Management meetings	7
5.8 Documentation control.....	7
5.9 Health and safety risk management	8
5.10 Environmental constraints and management	8
5.11 Quality.....	8
5.12 Invoicing and payment.....	8
5.13 Insurance provided by the Purchaser.....	9
5.14 Contract change management	9
5.15 Provision of bonds and guarantees	9
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier.....	9
6. Procurement.....	9
6.1 Subcontracting.....	9
6.1.1 Preferred subcontractors	9

6.1.2 Limitations on subcontracting 9

6.1.3 Spares and consumables 9

6.1.4 Other requirements related to procurement..... 9

6.1.5 Cataloguing requirements by the Supplier..... 9

7. List of drawings..... 10

7.1 Drawings issued by the Purchaser 10

C3.2 Supplier's Goods Information 11

1 Overview and purpose of the goods and services

Kriel Power Station (PS) uses resin to purify water from the following systems: Condensate Polishing Plant (CPP), Stator Coolant and Demineralization (Demin) Plant. CPP ion exchange resin is utilized as a mixed bed which has both cation and anion resin mixed in a single vessel. The resin bed purifies or polishes the returned condensate and removes corrosion products that will harm boiler and turbine equipment due to deposition. The deposits in the condensate system are particulate iron and copper. Low levels of other contaminants may enter the system through condenser and pump seal leaks or carry-over of boiler water into the steam. Condensate polishers filter out the particulates and remove soluble contaminants by ion exchange.

The Stator Coolant system uses dual column mixed bed resin, which consists of Na⁺/OH⁻ mixed bed form and palladium in one vessel and H⁺/OH⁻ mixed bed form in the second vessel. The mixed bed resin objective is to keep the stator water conductivity as close to pure water as is possible. Palladium coated resin should be 10% of the volume of Na⁺/OH⁻ column, which will assist in minimizing the dissolved oxygen (DO) in the system for the low oxygen regime. Correct conductivity and DO control will minimize corrosion in the system. Stator resin change out is recommended at a frequency of eighteen (18) months or earlier as indicated by the deteriorating chemical parameters.

The Demin Plant consists of three ion exchange vessels, which include a combination of strong acid cation resin (cation exchanger) and strong base anion resin (anion exchange) and a combination of the two (mixed bed exchanger). The cation unit exchanges hydrogen for the raw water cations and anion unit exchanges hydroxyl for raw water anions. The mixed bed resin polishes the water to high purity.

After the exhaustion of the CPP and Demin resin, the cation resin is regenerated using sulphuric acid and anion resin using caustic soda solutions.

2 Specification and description of the goods

Stock Number	Description	Long Description
501231	Demin Cation - Amberlite HPR 1200 H+	RESIN: TYPE: HIGH CAPACITY CATION EXCHANGE; CONTAINER: BAG 25 L; MANUF P/N: DOWEX MARATHON C; CAN ALSO BE SUPPLIED IN 5 CUBIC FEET FIBRE DRUMS; TECHNICAL DATA SHEETS ARE REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE DATE OF MANUFACTURING; MATERIAL SAFETY DATA SHEET WITH ENVIRONMENT INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OHS ACT
198167	Demin Anion - Amberlite HPR 4811 Cl	RESIN: TYPE: AMBERLITE; FORM: GRANULAR; CONTAINER: BAG 25 L; SUPPL P/N: IRA405CL; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT
211749	Demin Mixed Bed Cation - Amberlite HPR 1600 H+	RESIN: TYPE: AMBERJET; CONTAINER: BAG 25 L; SUPPL P/N: 1600H; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT
501211	Demin Mixed Bed Anion - Amberlite HPR 9000 OH	RESIN: TYPE: AMBERJET; FORM: BEADS; CONTAINER: BAG 25 L; MANUF P/N: 9000 OH
157280	Stator Coolant Cation - Amberlite HPR 650 H	RESIN: TYPE: AMBERJET; FORM: BEADS; CONTAINER: BAG 25 L; SUPPL P/N: 1500H; (TECHNICAL DATA SHEET REQUIRED WITH EVERY DELIVERY); INDUSTRIAL GRADE STRONG ACID CATION; IONIC FORM: H+

217702	Stator Coolant Cation - Amberlite HPR 1300 Na+	RESIN: TYPE: AMBERJET; REFERENCE NO: 1200NA; MATERIAL DATA SHEET REQUIRED WITH EVERY DELIVERY
157285	Stator Coolant Anion - Amberlite HPR 550 OH	RESIN: TYPE: AMBERJET ION EXCHANGE; FORM: BEAD; CONTAINER: BAG 25 L; SUPPL P/N: 4400OH; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; OR ANY EQUIVALENT THAT IS ACCEPTABLE TO ESKOM

2.1 Purchaser's design

- Cation and anion resins used in demin mixed bed must be designed to operate as pairs, to ensure good resin separation and minimise resin cross contamination.
- The demineralisation mixed bed resin must have the following polymer matrix type:
 - Cation resins: a styrene gellular strongly acid resin.
 - Anion resins: a styrene macroporous strongly basic type 1 resin.
- The demineralisation mixed bed must have the following total exchange capacity and form:
 - Cation resins must be supplied in hydrogen form with capacity greater than 2.0 eq/l.
 - Supply anion resins in the hydroxyl or chloride form with a capacity of greater than 1.0 eq/l.
- Both cation and anion resins supplied must have perfect beads exceeding 99% and broken beads must be less than 1%.
- The uniformity coefficient for both cation and anion resin must be less 1.2. 90% of the resin beads must be in the range of 0.60 – 0.70 mm.
- The condensate polishing Plant resin must have the following total exchange capacity and form:
 - Cation resins must be supplied in hydrogen form with capacity greater than 2.0 eq/l.
 - Anion resins must be supplied in the hydroxyl form with a capacity of greater than 1.0 eq/l. The chloride content must be less than 1% and the hydroxyl content must be greater than 95%.
- Both cation and anion resins supplied must have perfect beads exceeding 99% and broken beads must be less than 1%.
- The uniformity coefficient for both cation and anion resin must be less 1.2. 90% of the resin beads must be in the range of 0.60 – 0.70 mm.

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

Not applicable.

2.3 Other requirements of the *Supplier's* design

Not applicable.

2.4 Use of *Supplier's* design

Not applicable.

2.5 Manufacture & fabrication

There are no stipulations for the manufacturing of the resin, however, it needs to be accompanied by all manufacturing details as per the supply requirements

2.6 Factory acceptance testing (FAT)

As per heading 3 "Supply Requirements"

2.7 Other tests and inspections and commissioning in place of use

As per heading 3 "Supply Requirements"

2.8 Operating manuals and maintenance schedules

Not applicable.

3 Supply Requirements

- a) All ion exchange resin products must be supplied in pallets of 25 litres bags amounting to 1000 litres.
- b) Provide batch numbers for all resin products delivered to Kriel Power Station, for traceability during troubleshooting.
- c) All ion exchange resin products must be delivered in an open loaded truck to allow accessibility by the forklift during offloading.
- d) The safety data sheets (SDS) and technical data sheet (TDS) must be provided per product.
- e) The following documents shall be submitted to power station personnel at stores upon arrival at the power station:
 - Ion exchange resin certificate of analysis and batch numbers.
 - Delivery note, which must include the order number, the name of the power station and the power station address.

4. Specification of the services to be provided.

The *Supplier* will need to include an annual resin analysis for the duration of the resin life from a sample provided by the *Purchaser*.

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

5.1 Programming constraints

<i>goods and services</i>	<i>delivery date</i>
Any type of resin ordered	6 weeks after order placement

5.2 Work to be done by the Delivery Date

Not applicable.

5.3 Marking the goods

The resin type and weight to be clearly marked and not to be faded on the resin bags

5.4 Constraints at the delivery place and place of use

- a) Kriel Power Station Site access will be adhered to. The *Supplier* informs the *Purchaser* timeously to make all necessary arrangement.
- b) All *goods* to be delivered at the stores during normal working hours (7:00 am – 16:00 pm). An appointment/notice for Delivery to be arranged with the *Purchaser's* Manager 24 hours in advance
- c) All ion exchange resin products must be delivered in an open loaded truck to allow accessibility by the forklift during offloading.

5.5 Cooperating with Others

The *Supplier* cooperates with the stores personnel during Delivery. The *Supplier* cooperates 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

The *Purchaser* shall supply a fork lift to offload the pallets.

5.7 Management meetings

Regular meetings of a general nature (virtually) 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	Soon after each early warning is raised	TBC	<i>Supplier</i> and <i>Employer's</i> cross functional team (CFT)
Overall Contract progress and feedback	Quarterly	TBC	<i>Purchaser, Supplier, and CFT</i>
<i>Supplier</i> partnership SHEQ meeting	Monthly	TBC	Statutory meeting, <i>Supplier</i> to attend

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.

- a) The safety data sheets (SDS) and technical data sheet (TDS) must be provided per product.
- b) The following documents shall be submitted to power station personnel at stores upon arrival at the power station:
 - Ion exchange resin certificate of analysis and batch numbers.
 - Delivery note, which must include the order number, the name of the power station and the power station address

5.9 Health and safety risk management

- a) The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any *goods* for this Contract.
- b) The *Supplier* shall comply with Site health and safety requirements for Kriel Power Station when delivering *goods*.
- c) Site Delivery safety requirements to be adhered to - And can be obtained through the *Purchaser's Manager* In line with the SHE specification
- d) The *Supplier* submits safety file for approval before access is granted
- e) The *Supplier* maintains the safety file validity in line with Site requirements
- f) The mode of transport for Delivery should comply with Site requirement in line with issued SHE specification
- g) *Supplier* to update their safety file yearly and each time they make changes on their staff or personnel

The *Supplier* shall comply with the health and safety requirements contained in Annexure A of the Invitation to Tender

5.10 Environmental constraints and management

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

- a) The vehicle used for Delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) 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 of the Invitation to Tender

5.11 Quality

- a) The *Supplier* must comply with Eskom's Supply Quality Management Specification (Document No: 240-105658000) and ISO 9001:2015 requirements
- b) The *Employer* will on frequent basis conduct the *Supplier's* performance/ compliance in accordance to QM 58 and ISO 9001 and NCR will be raised for non-compliance

The *Supplier* shall comply with the Quality criteria and constraints contained in Annexure C of the Invitation to Tender

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)

5.13 Insurance provided by the *Purchaser*

Not applicable.

5.14 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.

5.15 Provision of bonds and guarantees

Not Applicable to this Contract.

5.16 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 Subcontracting

6.1.1 Preferred subcontractors

- a) An EME or QSE which is at least 51% owned by black people.
- b) An EME or QSE which is at least 51% owned by black people who are youth.
- c) An EME or QSE which is at least 51% owned by black people who are women.
- d) An EME or QSE which is at least 51% owned by black people with disabilities.
- e) An EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- f) A cooperative which is at least 51% owned by black people.
- g) A EME or QSE which is at least 51% owned by black people who are military veterans

The *Supplier* complies with the SD&L criteria/ requirements contained in Annexure D of the Invitation to Tender

6.1.2 Limitations on subcontracting

The limitation is up to 30% of the total Contract value (if it is feasible)

6.1.3 Spares and consumables

Not applicable.

6.1.4 Other requirements related to procurement

The CSI target for this Contract is 3% per invoice paid

6.1.5 Cataloguing requirements by the *Supplier*

Not Applicable to this Contract (All items are stock items)

7. List of drawings

7.1 Drawings issued by the *Purchaser*

No relevant drawings available.

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.
