



NEC3 Supply Contract (SC3)

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

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

for the Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station on As and when Required for a period of five (5) years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station on As and when Required for a period of five (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 @ 15.5% 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*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[●]” - data is required to be inserted relevant to the specific option selected.]

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 X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name): Address Tel No. Fax No.	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg [●] [●]

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

10.1	The <i>Supply Manager</i> is (name):	Phillipine Moila				
	Address	Duvha Power Station PO Box 2199 Witbank 1035				
	Tel	(011) 800 6204				
	Fax	[•]				
	e-mail	MoilaP@eskom.co.za				
11.2(13)	The <i>goods</i> are	Various Bearings, Taper Locks, Plummer blocks and Sleeves				
11.2(13)	The <i>services</i> are	Supply and delivery Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station				
11.2(14)	The following matters will be included in the Risk Register	1. Delays due to failed quality Inspection. 2. Delays due to civil unrests.				
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.				
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	24 emergencies, 3 working days				
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.				
3	Time					
30.1	The <i>starting date</i> is.	TBC				
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="1"> <thead> <tr> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1 the Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station on As and when Required for a period of five (5) years</td> <td>As and when required for 5 years.</td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1 the Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station on As and when Required for a period of five (5) years	As and when required for 5 years.
<i>goods and services</i>	<i>delivery date</i>					
1 the Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station on As and when Required for a period of five (5) years	As and when required for 5 years.					
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to	[no data required]				

	the Delivery Place more than one week before the Delivery Date.	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 week.
4	Testing and defects	
42	The <i>defects date</i> is	One (1) week following Delivery and commissioning on site.
43.2	The <i>defect correction period</i> is	Two (2) weeks (locally, SA)
	except that the <i>defect correction period</i> for	Foreign repairs is 4 weeks
42.2	The <i>defects access period</i> is	2 working days
	except that the <i>defect access period</i> for	Foreign repairs is 5 working days
5	Payment	
50.1	The <i>assessment interval</i> is	On completion of task order. There will be continuous assessments upon safe delivery of materials to site and having met all the required quality standards and signed off.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment occurs 30 days after assessment date.
51.4	The <i>interest rate</i> is	<p>(i) zero percent above 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 (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</p>

		of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Late deliveries 2. Changes in the Law 3. Additional risks may be managed by Parties as they arise. Non-conformance to specification
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Total of the Prices.
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a

		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
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	Gauteng, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	[•].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		[•]	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
		Various Bearings, Taper Locks, Plummer blocks and Sleeves	1% of the batch order value per day, up to a maximum of 10% of the batch order value.
Z	The additional conditions of contract are		
		Z1 to Z15 always apply for Eskom	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include

the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an

investigation into allegations of Prohibited Action, and

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- 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 *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the Purchaser

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: X17.1 LOW SERVICE DAMAGES TABLE:

When supplier does not meet the committed delivery date the percentage bellow will apply as per issued task order/purchase order value.

Title	Focus	Percentage of 1% per day per task order	Maximum percentage of 10% per task order	
Supply of Various Bearings, Taper Locks, Plummer blocks and Sleeves	Delivery date	Delay by 1 day	Delay by 2 days	Delay by 3 days

When Supplier does not meet the quality standard, there will be the percentage applied below as per stated in the contract.

Title	Focus	Percentage of 1% per day per task order	Maximum percentage of 10% per task order	
Supply of Various Bearings, Taper Locks, Plummer blocks and Sleeves	Various Bearings, Taper Locks, Plummer blocks and Sleeves not meeting specification.	If item fail within 1 day after installation	If item fail within 2 days after installation	If item fail within 3 day after installation

Annexure B: Supply Requirements

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

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

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

Group	Category	Term	Delivery Place
	Delivery Cost Included	DCI	Eskom Duvha Power Station

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*.

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the 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:													

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;

- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Item of requisition	Material	Short Text	Quantity requested	Unit of Measure	Price
10	0000069	BRG BAL:DEEP GROOVE;OPEN;ID 80 MM;OD 170	60	EA	
20	0000083	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 15	120	EA	
30	0000084	BRG BAL:DEEP GROOVE;OPEN;ID 70 MM;OD 150	40	EA	
40	0000087	BRG BAL:DEEP GROOVE;OPEN;ID 40 MM;OD 90	15	EA	
50	0025316	BUSH TAPR LK:65 MM;3020;STL;3020	5	EA	
60	0026531	BUSH TAPR LK:40 MM;2012;STL;2012	100	EA	
70	0026568	BUSH TAPR LK:1/2 IN;1210;STL;1210	100	EA	
80	0029816	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 17 MM	15	EA	
90	0029826	BRG BAL:DEEP GROOVE;OPEN;ID 15 MM;OD 42	5	EA	
100	0029837	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 30	40	EA	
110	0029859	BRG RLR:CYLINDRICAL;ID 40 MM;OD 90 MM	10	EA	
120	0029863	BRG RLR:CYLINDRICAL;ID 75 MM;OD 160 MM	5	EA	
130	0029918	BRG BAL:ANGULAR CONTACT;OPEN;ID 85 MM	5	EA	
140	0029921	BRG BAL:ANGULAR CONTACT;OPEN;ID 40 MM	35	EA	
140	0029927	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 20 MM	10	EA	
160	0029952	BRG BAL:CONRAD;OPEN;ID 45 MM;OD 120 MM	5	EA	
170	0029956	BRG BAL:ANGULAR CONTACT;OPEN;ID 20 MM	10	EA	
180	0029957	BRG BAL:DEEP GROOVE;OPEN;ID 25 MM;OD 52	10	EA	
190	0029985	BRG RLR:SLEW RING;ID 715 MM;OD 979 MM	10	EA	
200	0030043	SLEEVE ADPTR:BEARING;50 MM;LG 45 MM;STL	120	EA	
210	0030048	SLEEVE ADPTR:BEARING;75 MM;LG 63 MM;STL	100	EA	
220	0030050	SLEEVE ADPTR:BEARING;90 MM;LG 71 MM;STL	150	EA	
230	0030090	BRG RLR:SELF ALIGNING;ID 160 MM;OD	10	EA	

		290			
240	0030093	BRG RLR:SELF ALIGNING;ID 170 MM;OD 280	10	EA	
250	0030157	BRG BAL:ANGULAR CONTACT;OPEN;ID 65 MM	10	EA	
260	0030161	BRG RLR:CYLINDRICAL;ID 90 MM;OD 160 MM	80	EA	
270	0030165	BRG BAL:SPHERICAL;OPEN;ID 85 MM;OD 150	100	EA	
280	0030184	BRG BAL:ANGULAR CONTACT;OPEN;ID 30 MM	50	EA	
290	0030192	BRG THRST:BALL;ID 65 MM;OD 100 MM;WD 27	25	EA	
300	0030204	BRG RLR:SELF ALIGNING;ID 130 MM;OD 230	100	EA	
310	0030213	SLEEVE ADPTR:BEARING;100 MM;LG 77 MM;STL	50	EA	
320	0030259	BRG RLR:SELF ALIGNING;ID 110 MM;OD 200	120	EA	
330	0030264	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 20 MM	15	EA	
340	0030265	BRG BAL:ANGULAR CONTACT;OPEN;ID 25 MM	5	EA	
350	0030268	BRG BAL:DEEP GROOVE;OPEN;ID 55 MM;OD 120	10	EA	
360	0030281	BRG BAL:ANGULAR CONTACT;OPEN;ID 35 MM	10	EA	
370	0030290	BRG BAL:DEEP GROOVE;SHIELD;ID 20 MM	25	EA	
380	0030304	SLEEVE ADPTR:BEARING;65 MM;LG 55 MM;STL	50	EA	
390	0030305	SLEEVE ADPTR:BEARING;100 MM;LG 77 MM;STL	100	EA	
400	0030307	SLEEVE ADPTR:BEARING;115 MM;LG 92 MM;STL	200	EA	
410	0030309	SLEEVE ADPTR:BEARING;140 MM;LG 119 MM	35	EA	
420	0030333	BRG THRST:AXIAL SPHERICAL ROLLER;ID 130	15	EA	
430	0030339	BRG BAL:DEEP GROOVE;OPEN;ID 45 MM;OD 120	75	EA	
440	0030372	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 8	5	EA	
450	0030382	BRG BAL:DEEP GROOVE;SHIELD;ID 25 MM	5	EA	
460	0030383	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 25	50	EA	
470	0030384	BRG BAL:DEEP GROOVE;SEAL;ID 25 MM;OD 52	5	EA	
480	0030429	BRG THRST:BALL;ID 50 MM;OD 78 MM;WD 22	10	EA	
490	0030451	BRG RLR:SELF ALIGNING;ID 75 MM;OD 130 MM	200	EA	

500	0030453	BRG RLR:SELF ALIGNING;ID 130 MM;OD 230	200	EA	
510	0030492	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 55 MM	10	EA	
520	0030497	BRG RLR:SELF ALIGNING;ID 90 MM;OD 160 MM	20	EA	
530	0030500	BRG RLR:23026-E1-TVPB-C3-XL;ID 130 MM	10	EA	
540	0030560	BRG BAL:DEEP GROOVE;SEAL;ID 20 MM;OD 52	10	EA	
550	0030561	BRG BAL:ANGULAR CONTACT;OPEN;ID 70 MM	35	EA	
560	0030595	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 45 MM	8	EA	
570	0030595	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 45 MM	400	EA	
580	0030595	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 45 MM	500	EA	
590	0030598	BRG BAL:THRUST SINGLE DIRECTION;OPEN	5	EA	
600	0030624	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 25 MM	160	EA	
610	0030636	BRG RLR:SELF ALIGNING;ID 65 MM;OD 120 MM	25	EA	
620	0030647	BRG BAL:DEEP GROOVE;OPEN;ID 50 MM;OD 90	5	EA	
630	0030648	BRG BAL:DEEP GROOVE;OPEN;ID 45 MM;OD 100	10	EA	
640	0030652	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 35 MM	5	EA	
650	0030985	BRG BAL:DEEP GROOVE;OPEN;ID 30 MM;OD 72	15	EA	
670	0031121	BRG BAL:ANGULAR CONTACT;OPEN;ID 80 MM	100	EA	
680	0031123	BRG BAL:ANGULAR CONTACT;OPEN;ID 45 MM	5	EA	
690	0031126	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 45 MM	5	EA	
700	0031130	BRG BAL:DEEP GROOVE;OPEN;ID 55 MM;OD 120	15	EA	
710	0031131	BRG BAL:DEEP GROOVE;OPEN;ID 45 MM;OD 85	5	EA	
720	0031148	BRG RLR:SELF ALIGNING;ID 55 MM;OD 100 MM	200	EA	
730	0031162	BRG SLV:JOURNAL THRUST;ID 80 MM;OD 133	5	EA	
740	0031295	BRG BAL:DEEP GROOVE;OPEN;ID 30 MM;OD 62	35	EA	
750	0031741	BRG RLR:CUP/CONE, TAPER;ID 71.44 MM	50	EA	
760	0031758	BRG RLR:SELF ALIGNING; SPHERICAL;ID 45	10	EA	
770	0031882	SLEEVE ADPTR:BEARING;60 MM;LG 65 MM;STL	30	EA	

780	0031883	BRG BAL:SELF ALIGNING;OPEN;ID 65 MM	120	EA	
790	0031911	BRG RLR:SELF ALIGNING; SPHERICAL;ID 318	40	EA	
800	0032294	BRG THRST:ROLLER NEEDLE;ID 40 MM;OD 60	5	EA	
810	0032378	BRG RLR:SELF ALIGNING;ID 40 MM;OD 80 MM	10	EA	
820	0032381	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 30 MM	15	EA	
830	0032387	BRG RLR:SELF ALIGNING;ID 75 MM;OD 160 MM	5	EA	
840	0032446	BRG:SE-HAMMER SHAFT;OD 65 MM;SPLIT;CI	800	EA	
850	0032470	BRG BAL:DEEP GROOVE;DOUBLE SEAL;ID 100	120	EA	
860	0032486	BRG RLR:SELF ALIGNING;ID 190 MM;OD 320	5	EA	
870	0032511	BRG RLR:SELF ALIGNING;ID 190 MM;OD 320	5	EA	
890	0032519	BRG RLR:NEEDLE;ID 25 MM;OD 42 MM;WD 4 MM	5	EA	
900	0032525	BRG FLNG BLCK:BALL;ID 75 MM;SQ;4;M23;CI	650	EA	
910	0032529	BRG SLV:HORIZONTAL SPLIT DE/NDE JOURNAL	20	EA	
920	0032531	BRG RLR:CYLINDRICAL;ID 180 MM;OD 300 MM	10	EA	
930	0032597	BRG RLR:CYLINDRICAL;ID 55 MM;OD 120 MM	5	EA	
940	0032601	BRG BAL:CONRAD;DOUBLE SHIELD;ID 65 MM	125	EA	
950	0032676	BRG BAL:ANGULAR CONTACT;OPEN;ID 55 MM	10	EA	
960	0032700	BRG BAL:ANGULAR CONTACT;DOUBLE SHIELD	25	EA	
970	0033409	BRG SLV:A37913340025	20	EA	
980	0033411	BRG:BULLGEAR	10	EA	
990	0033412	BRG SLV:JOURNAL;ID 530 MM;OD 620 MM	5	EA	
1000	0033413	BRG SLV:JOURNAL;ID 535 MM;OD 615 MM	5	EA	
1020	0033414	BUSH TAPR LK:75 MM;4040;STL;4040	5	EA	
1030	0034206	BRG SLV:MILL MOTOR;ID 125 MM;OD 215 MM	35	EA	
1040	0034219	SLEEVE:CONTROL;ID 35 X OD 80 X LG 415 MM	10	EA	
1050	0034244	BUSH TAPR LK:60 MM;3020;STL;3020	5	EA	
1060	0034252	SLEEVE SHFT:PROTECTION;ID 90 MM;OD 121	10	EA	
1080	0034253	BRG BAL:CONRAD;DOUBLE SHIELD;ID 42.86 MM	40	EA	
1090	0034257	BRG BAL:ANGULAR CONTACT;SHIELD;ID 43 MM	5	EA	

1111	0034263	BRG BAL:CONRAD;OPEN;ID 25 MM;OD 42 MM	5	EA	
1110	0034266	BRG BAL:CONRAD;DOUBLE SEAL;ID 19 MM	200	EA	
1120	0034270	BRG SLV:BUSH;ID 330 MM;OD 387 MM;LG 285	20	EA	
1130	0034276	BUSH TAPR LK:42 MM;1615;STL;1615	15	EA	
1140	0034280	SLEEVE ADPTR:BEARING;H2312	65	EA	
1150	0034599	BRG PILW BLCK:ID 118 MM;2;28 MM;150 MM	90	EA	
1160	0034614	BRG PILW BLCK:ID 85 MM;2;28 MM;124 MM	35	EA	
1170	0034615	BRG PILW BLCK:ID 90 MM;M20;WD 160 MM;STL	50	EA	
1180	0034691	BRG PILW BLCK:ID 67 MM;2;M20;70 MM;CI	10	EA	
1190	0034815	BRG PILW BLCK:ID 100 MM;2;M24;CI	5	EA	
1200	0034842	BRG PILW BLCK:ID 50 MM;2;M20;71 MM;STL	15	EA	
1210	0034973	BRG SLV:SPLIT BUSH;ID 502 MM;OD 545 MM	10	EA	
1220	0034982	BRG PILW BLCK:ID 93 MM;2;21 MM;95 MM;CI	36	EA	
1230	0037044	SLEEVE:ROCKER ARM CLAMPING;STL	5	EA	
1240	0037049	SLEEVE:SEAL;ID 460 MM;CS	5	EA	
1250	0039172	BUSH TAPR LK:115 MM;5050;CAST IRON	5	EA	
1260	0044034	SLEEVE SHFT:PUMP;ID 88 MM;OD 121 MM	5	EA	
1270	0044196	BUSH TAPR LK:55 MM;2517;STL;2517	15	EA	
1280	0045636	SLEEVE SHFT:PUMP;G075D21	5	EA	
1290	0045788	BRG SLV:JOURNAL;ID 260 MM;OD 278 MM;STL	4	EA	
1300	0048196	BUSH TAPR LK:100 MM;4040;STL	5	EA	
1310	0048491	SLEEVE SHFT:PUMP DE;ID 135 MM;OD 189.5;M	5	EA	
1320	0048886	SLEEVE SHFT:ID 38 MM;OD 49 MM;LG 110 MM	5	EA	
1330	0048978	SLEEVE SHFT:DISTANCE;ID 215 MM;OD 250 MM	5	EA	
1340	0049057	BRG SLV:JOURNAL;ID 190 MM;OD 355 MM;STL	12	EA	
1350	0049166	SLEEVE SHFT:PUMP;ID 90 MM;OD 105 MM;BRZ	10	EA	
1360	0053139	BRG SLV:SPLIT BUSH;ID 60 MM;OD 63 MM	300	EA	
1370	0070371	SLEEVE:DISTANCE	5	EA	
1380	0078178	SLEEVE ADPTR:TAPER;75 MM;LG 82 MM;STL	5	EA	
1390	0113020	BUSH TAPR LK:28 MM;2517;CI	5	EA	
1400	0144504	BRG PILW BLCK:ID 125 MM;2;30 MM;420 MM	5	EA	
1410	0186163	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 90	100	EA	
1420	0216629	BRG SLV:JOURNAL;WHITE METAL;905X5289	5	EA	

1430	0216630	BRG SLV:JOURNAL;WHITE METAL;905X5284	5	EA	
1440	0219366	BRG PILW BLCK:ID 4-1/2 IN;4;M20;120.65	400	EA	
1450	0232671	BRG BAL:DEEP GROOVE;DOUBLE SHIELD;ID 45	11	EA	
1460	0243950	BRG RLR:TAPER;ID 152.4 MM;OD 307.975 MM	5	EA	
1470	0541156	SLEEVE ADPTR:BEARING;35 MM;LG 58 MM;STL	5	EA	
1480	0552726	SLEEVE ADPTR:ASH CRUSHER;63.5 MM;LG 56	60	EA	
1490	0552727	BUSH TAPR LK:63.5 MM;3030;CAST IRON	12	EA	
1500	0552730	BUSH TAPR LK:140 MM;6050;CAST IRON	12	EA	
1510	0568753	SLEEVE CPLG:LP1/LP2;LG 220 MM;STL	22	EA	
1520	0571540	SLEEVE CPLG:LP2 GEN;LG 220 MM;STL;H4795	22	EA	
1530	0576075	SLEEVE SHFT:UPPER PUMP;ID 258 MM;OD 384	12	EA	
1540	0587648	BRG PILW BLCK:ID 45 MM;2;M12;STL;SNH 510	15	EA	
1560	0587649	BRG PILW BLCK:ID 60 MM;2;M12;SNH 508	5	EA	
1570	0606297	BRG:PA FAN;ID 178.021 MM;OD 209.611 MM	5	EA	
1580	0610959	BUSH TAPR LK:75 MM;4030;CAST IRON	5	EA	
1590	0611431	BUSH TAPR LK:100 MM;4030;CAST IRON	16	EA	
1600	0611432	BUSH TAPR LK:65 MM;4030;CAST IRON	10	EA	
1610	0611433	BUSH TAPR LK:80 MM;4030;CAST IRON	10	EA	
1620	0621229	BUSH TAPR LK:38 MM;2012;CAST IRON	10	EA	
1630	0629989	BUSH TAPR LK:125 MM;6050;STL	10	EA	
1640	0636043	BRG SLV:NO 5 JOURNAL;ID 170 MM;OD 210 MM	15	EA	
1650	0636044	BRG SLV:NO 4 JOURNAL;ID 170 MM;OD 210 MM	10	EA	
1660	0636045	BRG SLV:NO 1 AND 2 JOURNAL;ID 220 MM	18	EA	
1670	0636046	BRG SLV:NO 6 JOURNAL;ID 170 MM;OD 210 MM	12	EA	
1680	0644807	BRG SLV:NO 7 BFPT STEAM END;OD 222.25 MM	12	EA	
1690	0676159	BUSH TAPR LK:115 MM;6050;CAST IRON	5	EA	
1700	0706741	BRG BAL:ANGULAR CONTACT;OPEN;ID 25 MM	12	EA	
1710	0030488	BRG BAL:DEEP GROOVE;OPEN;ID 25 MM;OD 62	10	EA	

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

1 Overview and purpose of the goods and services

Supply and delivery of Various Bearings, Taper Locks, Plummer blocks and Sleeves at Duvha Power Station as and when required for a period of five years.

2 Specification and description of the goods

Various Bearings, Taper Locks, Plummer blocks and Sleeves as detailed in the **price schedule or attached Annexure A**

3 Supply Requirements

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

4 Constraints at the delivery place and place of use

- ❖ The following life-saving rules are mandatory requirements to anyone entering all Eskom sites and should be adhered to:

LIFE-SAVING RULES

Eskom Life-Saving Rules are safety rules which shall not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. Life-saving Rules apply to all Eskom employees, agents, consultants, contractors and to any person entering Eskom sites.

Rule 1: Open, Isolate, test, earth and create an equipotential zone

Rule 2: Hook up at height

Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Permit to work

Rule 6 Ensure safe live working

Rule 7: Report all injuries

Rule 8: Wear correct PPE at all times

- ❖ Take note that the speed limit within Duvha Power Station is 40Km/h and all vehicles should be parked in reverse at designated parking areas.

Safety is a priority for Eskom. You are expected to develop a clear understanding of the rules and to apply them at all times. You are required to actively subscribe to these rules.

- ❖ The *Supplier* provides his own resources, i.e. manpower and transport for the delivery and handling of goods on site.
- ❖ The goods are delivered at Duvha Power Station, Main Stores Receiving section with two copies of the delivery note. The delivery note must have the company name, vendor number, purchase order number, the date of delivery and details the goods and quantities delivered.
- ❖ Delivery must be between 07:00 and 16:00 Mondays to Thursdays and 07:00 to 12:00 on Fridays except for emergency purposes where an arrangement will be made for delivery outside these set times.

4.1 Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act 85 of 1993 and its regulations		Publicly available
Safety, Health and Environmental Specifications for Contractors (SAS 0012)	Rev 8 or latest revision	Available from the Purchaser
Work Instruction for Waste Management (ENVP 005)	Rev 7 or the latest revision	Available from the Purchaser
<u>Technical specifications:</u>		
Supplier Quality Management Specification (QM58/ 240-105658000)	Latest revision	Available from the Purchaser

5 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As the need arises	Duvha P/S	<i>Purchaser & Supplier</i>
Overall contract progress and feedback	3 monthly, to be scheduled by the <i>Supply Manager</i>	Duvha P/S	<i>Purchaser, Supplier, and end users</i>

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.

6 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained in Annexure SAS0012 to this Goods Information.

7 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints contained in Annexure SAS0012 and ENVP0005

8 Quality

The *Supplier* complies with the Employer's Quality Requirements as specified in Eskom Generation Standard QM58.

9 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* shall address the tax invoice to Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to invoiceseskomlocal@mp2rc110.eskom.co.za and

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 4740101508;
- 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;

10 Other requirements related to procurement

As per the contract SDL&I requirements.