

**NEC3 SUPPLY
SHORT CONTRACT (SSC3)**

**A CONTRACT BETWEEN THE PURCHASER
ESKOM ROTEK INDUSTRIES SOC LIMITED
(REG NO. 1990/06897/30)**

AND -----

**FOR THE SUPPLY OF ITH COUPLING SPLITTING
EQUIPMENT**

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Contract No

Documentation
prepared by:

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

THE SUPPLY OF ITH COUPLING SPLITTING EQUIPMENT

The tenderer, identified in the signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(The offered total of the Prices inclusive of VAT in words in words)	
(All VAT will be charged in local ZAR currency, using the South African Reserve Bank rate of exchange at the time of invoicing.)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderers CIDB Registration Number and Grading:

Registration Number:
Grading:

Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Goods Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

**Eskom Rotek Industries SOC Ltd
Lower Germiston Road,
Cleveland
Johannesburg
2022**

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A

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 _____
 Name & signature of witness _____
 Date _____

Eskom Rotek Industries SOC Ltd
Lower Germiston Road,
Cleveland
Johannesburg
2022

C1.2 Contract Data

Data provided by the *Purchaser*

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

Clause	Statement	Data
	General	
10.1	The <i>Purchaser</i> is (Name):	Eskom Rotek Industries SOC Limited (Reg No: 199006897/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Lower Germiston Road Cleveland Johannesburg 2022 Cleveland. 2022
	Represented by:	Neson Pillay
	Tel No.	+27 11 629 8169
	Mobile	+27 82 770 7498
	E-mail address	pillane@eskom.co.za
11.2(4)	The <i>delivery date</i> is	from receipt of official order DDP ERI Rosherville, after receipt of official purchase order.
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	The supply of ITH coupling splitting equipment
12.2	The <i>law of the contract</i> is	the Republic of South Africa
13.2	The <i>period for reply</i> is	1 (one) week
15.1	The <i>premises</i> are	ERI Rosherville
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	No
23.1	If the <i>goods</i> are instructed by Batch Order,	
	the batch order interval is	Not Applicable
	the end date is	Not Applicable
	the quantity range of <i>goods</i> in a batch is	from Not Applicable to Not Applicable
30.1	The <i>starting date</i> is.	On Receipt of the Official Order
30.1	The <i>completion date</i> is.	Days after receipt of official order and to be mutually agreed by both parties
41.1	The <i>defects date</i> is	On Notification of defects

42.2	The period for the correction of Defects after Delivery is	2 Working days or to be mutually agreed between the parties
50.1	The <i>assessment day</i> is the	25th Day of Each Month and upon completion of the service.
50.5	The <i>delay damages</i> are	Not Applicable
51.2	The interest rate on late payment is	0% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
84.1	The <i>Purchaser</i> provides this insurance [only enter details here if the <i>Purchaser</i> is to provide insurance; otherwise state none]	
	1. Insurance against	Loss of or damage to the <i>goods</i>, plant and materials and loss of or damage to the <i>Purchaser's</i> surrounding property.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B
		If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.
	The deductibles are	See data for clause 86.2 below and Annexure B
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Nil Rand
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	<p>(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 described in the insurance policy available on http://www.eskom.co.za/c/101/insurance-policies-procedures/ and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R1 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property

		See notes in Annexure B
93.1	The <i>Adjudicator</i> is (Name)	the person selected from the Panel of Adjudicators listed in Annexure A to this Contract Data by the Party intending to refer a dispute to him.
93.2(2)	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)
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	Arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (December 2009)¹ and the following additional conditions (Clauses Z1 to Z19 always apply):	
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	The Purchaser may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its present divisions or operations which may be converted into separate legal entities or to Eskom SOC Limited or any of Eskom's SOC Limited's subsidiaries.	
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 Project Manager within two weeks of the Contract Date of the key person who has the authority to bind the Purchaser on their behalf.	
Z2.3	The Supplier does not substantially 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 Purchaser 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 Purchaser within thirty days of the notification or as otherwise instructed by the Purchaser.	
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 Subcontract Works.	

¹ State whether attached as a 'PDF' file in terms of an ePrint licence from the publishers, Thomas Telford Ltd in UK, or to be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 011 803 3009

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	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the Supplier, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Supplier's obligation to Provide the Works or taking any other action as appropriate against the Supplier (including civil or criminal action).
Z4.2	<p>The Purchaser may terminate the Supplier's obligation to Provide the Works if the Supplier (or any member of the Supplier where the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Employer or other people or organisations and including in circumstances where the Supplier or any such member is removed from the an approved vendor data base of the Purchaser as a consequence of such practice.</p>
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	Confidentiality
Z5.1	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 25.1, the Supplier ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the Supplier is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Project Manager.
Z5.3	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.
Z5.4	The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Purchaser.
Z5.5	The Supplier ensures that all approved his Sub-Suppliers abide by the undertakings in this clause.
Z6	Waiver and estoppel: Add to core clause 12.3:
Z6.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, 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.
Z7	Health, safety and the environment: Add to core clause 27.4
Z7.1	<p>The Supplier undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Supplier:</p> <ul style="list-style-type: none"> • accepts that the Purchaser may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, 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 works; and • undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Suppliers, employees and others under the Supplier’s direction and control, likewise observe and comply with the foregoing.
Z7.2	The Supplier, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub-Suppliers, employees and others under the Supplier’s direction and control, likewise observe and comply with the foregoing.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the Project 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 Works Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	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.
Z8.3	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 (4330196330) on each invoice he submits for payment.
	<p>The Contractor shall address the tax invoice to Eskom Rotek Industries SOC Limited</p> <p>and include on each invoice the following information:</p> <p>Name and address of the Purchaser and the Project Manager:</p> <p>Eskom Rotek Industries SOC Ltd Lower Germiston Road, Cleveland Johannesburg 2022</p> <p>The contract title: The Supply of An Ultra Sonic Leak Detection Camera</p> <p>Contract No:</p>

	<p>Suppliers VAT registration number;</p> <p>The Employer's VAT registration number: 4330196330</p> <p>Description of service provided for each item invoiced based on the Price List; Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required)</p> <p>a) the Price for each lump sum item in the Price List or Task Order which the Contractor has completed and</p> <p>b) where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.</p>
Z9	Notifying compensation events
Z9.1	Delete from the last sentence in core clause 61.3, "unless the <i>Project Manager</i> should have notified the event to the <i>Supplier</i> but did not".
Z10	Purchaser's limitation of liability
Z10.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z11	Clause 90 - Termination
	<p>If the <i>Purchaser</i> terminates in terms of this clause, the procedures to be followed will be as per those stated in Clause 92 and the amount due will include amounts as listed in Clause 93, less a deduction of the forecast additional cost to the <i>Purchaser</i> for completing the <i>works</i>. Furthermore, if the amount due by the <i>Supplier</i> for delay damages reaches the limits stated in this Contract Data, the <i>Purchaser</i> may also terminate the <i>Supplier's</i> obligation to provide the <i>works</i>. If the <i>Purchaser</i> terminates under the aforementioned circumstances then the procedures and amounts due will be as per Clauses 92 and 93 mentioned above, less a deduction of the forecast additional cost to the <i>Purchaser</i> for completing the <i>works</i>.</p>
Z12	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z12.1	If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Works.
Z12.2	If the <i>Purchaser</i> terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
Z13	Second Tier Procurement
Z13.1	The <i>Purchaser</i> requires the <i>Supplier</i> to maximise the use of regional suppliers surrounding the site.
Z14	Delays By the Purchaser
Z14.1	Delays in access to the site, if notified by the <i>Purchaser</i> within one week of the event, will be compensated as an extension of time <u>without</u> additional costs
Z15	Change of Legal Status
Z15.1	The <i>Supplier</i> immediately notifies the <i>Purchaser</i> in writing of any change in its legal status. Failure on the part of the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in legal status will

	constitute a reason for termination. The <i>Purchaser</i> assesses the impact of the change on the contract and reserves the right to terminate the contract.
Z15.2	If the <i>Purchaser</i> 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 per A1 and A3 as stated in Clause 93
Z16	Payment of Employee's Wages
Z16.1	It is understood and agreed between the parties that wages for work carried out by the <i>Supplier's</i> employees shall be paid by the <i>Supplier</i> to all workmen employed by or on behalf of the <i>Supplier</i> , The <i>Supplier</i> shall remain liable for payment of his employee's remuneration even in the event of non-payment by the <i>Purchaser</i> . Failure to meet the aforesaid payment of the employee's remuneration will result in the termination of this subcontract agreement
Z17	Entire agreement
	The Contract comprises the entire agreement between the Contractor and the Supplier relating to the Works (as hereinafter defined) and subject matter hereunder and supersedes all prior negotiations, representations, arrangements, understandings, agreements and/or contracts relating thereto whether written or oral except to the extent that they are expressly incorporated in the Contract. The Parties shall not be entitled to rely upon nor claim at law whether in contract, delict, for breach of statutory duty or on any other legal basis in relation to any statements, representations or warranties made or given by either Party during the course of negotiations which are not contained in or referred to in this Contract. The Parties agree and confirm that they have placed no reliance upon each other and shall not claim against the other in respect of any statement, representation or warranty made or given by or on behalf of either Party (whether during the course of negotiations or otherwise) which is not included as a term in this Contract and/or the Contract Documents.
Z18	Solicitation
	A Party may not, without the prior agreement of the other Party, solicit for employment any employee of the other party who has been involved in this contract at any time while that employee is working for the other Party on this contract, or for a period which is the lesser of (i) 6 months following termination of such employee's employment with the other Party; and (ii) 6 months from expiry of the contract.
Z19	Retention
	The <i>retention</i> free amount is R NIL The <i>retention percentage</i> is: 10% (50% released on completion of the works and the submission of a Completion Certificate and the balance released at the end of the defects period and the submission of a Hand Over Certificate) 66269

Annexure A: The *Purchaser's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Purchaser's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrew@ecs.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Adv. Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from the *Purchaser* at +27 11 800 4031 or Leighton.ltholeng@eskom.co.za

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

Supplier's liability for damage to the Purchaser's property

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

<http://www.eskom.co.za/c/101/insurance-policies-procedures/>

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

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (December 2009) and the relevant parts of its Guidance Notes (SSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the SSC3 Guidance Notes and Flow Charts.

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

10.1	The <i>Supplier</i> is (Name): Address Tel No. Contact Person. E-mail address	
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Price is	DDP Freight: ZAR excluding VAT. (DDP Freight will be charged in local ZAR currency.)
63.2	The percentage for overheads and profit added to the Defined Cost is	N/A

² Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 011 803 3009.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

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

Foreign Exchange:

Exchange rates are based on the South African Reserve Bank foreign exchange rate on ????? (ZAR 1 = , this value is subject to change and the rate applicable on the date of order placement will apply. (excluding VAT). VAT will be charged in local ZAR currency; South African Reserve Bank foreign exchange rate will be applied based on rate at time of final invoice.

C2.2 Price Schedule

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

Part 2: Price List

Item	Part Number	Description	Qty	Unit Price	Total Price
Material Total Excl. VAT					
15% Sales VAT of <u>will be charged in ZAR equivalent at time of final invoice.</u>					
Material Total Incl. VAT					

C3: Scope of Work

C3.1 Goods Information

1 Objectives

The objective of this document is to outline the requirements of ITH Coupling Splitting equipment.

2 Scope of services

The scope of responsibility includes the supply of ITH Coupling Splitting equipment.

All supplied equipment to include certificates of compliances. (COC – SANS)

3 Safety

The equipment must comply with the essential requirements of relevant health, safety and environmental protection legislation. This includes OHS Act as well as relevant SANS.

Operating manual must be supplied as well as warranties and guarantees applicable.

Maintenance schedule and repairs of equipment to be detailed.

4 Scope of Work (SOW)

1.0 1 pc. Electric-high pressure pump-unit - Type Hydro-MAX 1815

SAP-No. 1-1071379 **Order-no.** 34.11318-19173-05a-25-160

Technical data

max. hydr. operating pressure [bar]: 1.500,00

voltage-frequency-phase: 190-230V-50+60Hz-1ph

Oil capacity, total / usable: 3,2 L / 1,3 L

Weight: 41,6 kG

Dimensions (LxWxH): 620x360x400 mm

2.0 1 pc. Hand lever-high pressure pump-unit - Type DA16

SAP-No. 1-1041796 **Order-no.** 50.01016-D18

for connecting of a hydraulic torque wrench, with oil tank, double stage pump unit with automatically reversal. With torque-adjusting valve, high pressure gauge, D160, class 1,0, PN 1000 bar, scale division 10 bar, four color scale for 4 different types of torque wrenches, one high pressure coupling, charged with oil, tested and ready for immediate use.

Technical data

max. hydr. operating pressure [bar]: 850,00

Oil capacity, total / usable: 2,0 L / 1,2

Weight: 11,8 kg

Dimensions (LxWxH): 880x180x280 mm

3.0 2 pcs. High pressure hose line, cover protection and safety spring, coupling with lockring, 5m

- Type HDS34-250**SAP-No.** 1-1008294 **Order-no.** 34.20034-0050-LR

For connection of hydraulic tool to high pressure pump. Made from flexible polyurethane, polyamide-covered interior, both multiple reinforced with high quality steel wire spiral, threaded elements pressed into either end, onto which high-pressure coupler and nipple with back-pressure valve are screwed.

Technical data

max. hydr. operating pressure [bar]: 2.500,00

Length: 5 m

Weight: 3,8 kg

1 pc. Flange bolt assembly tool**SAP-No.** 1-1043679 **Order-no.** 1BSD009921R0001B**Technical data**

Weight: 148,0 kg

each consisting of:**4.1 1 pc. Flansch bolt tool inclusive****SAP-No.** 1-1043680 **Order-no.** 1BSD011046R0001**each consisting of:****4.1.1 1 pc. Cross beam complete inclusive****SAP-No.** 1-1043688 **Order-no.** 1BSD009983R0001**4.2 1 pc. Flange bolt tool inclusive****SAP-No.** 1-1043681 **Order-no.** 1BSD011046R0002**4.3 1 pc. Flange bolt tool inclusive****SAP-No.** 1-1043682 **Order-no.** 1BSD011046R0003**4.4 1 pc. Special tool shield for flange bolt assembly tool inclusive****1BSD009921R1****SAP-No.** 1-1073536 **Order-no.** 79.00010-0006**4.5 1 pc. Holder M56 inclusive****SAP-No.** 1-1074933 **Order-no.** 25.01032**4.6 1 pc. Holder M64, M72, M80 inclusive****SAP-No.** 1-1074934 **Order-no.** 25.01033**4.7 1 pc. Holder M90, M100, M110, M125 inclusive****SAP-No.** 1-1074942 **Order-no.** 25.01034**5.0 1 pc. Hydraulic bolt tensioning cylinder - Type MSK72-1580****SAP-No.** 1-1006394 **Order-no.** 33.50234a-5000-10

Of tempered steel, surface burnished respectively nickel-plated, with two-component-high-pressure joint, high pressure coupling nipple, for tightening and loosening of bolts, complete with the support sleeve, adjusting ring and adjusting rod as well as patented cycle counter and patented fracture safety device, completely assembled, pressure tested, filled with oil, ready for service.

Special equipment:

automatic piston return, measurement hole for screw in depth and lengthening, control notch, NIOX coating, safety cover, ergonomic carrying handle, hydraulic-mechanical cycle counter, with one stress optimized lock nut, mechanical stroke limitation,

Technical data

max. hydr. operating pressure [bar]: 1.540,00
Tension [kN]: 1.580,83
Outerdiameter [mm]: 122,50
Height [mm]: 349,00
Stroke [mm]: 10
Oil capacity, total / usable: 102651.540
Weight: 25,5 kg
Change bushing (size): 72x6
(Connection part for bolt)
Support: Removable
Adjusting ring: Yes
Adjusting stick: Yes

each consisting of:

5.1 1 pc. Subassembly cylinder inclusive

SAP-No. 1-1021350 **Order-no.** 33.50234-21-10100-10-1BSD005590P1

5.1.2 1 pc. Subassembly change bushing inclusive

SAP-No. 1-1052270 **Order-no.** 33.50234-30000-10

each consisting of:

5.1.2.1 1 pc. Change bushing M72x6 inclusive

SAP-No. 1-1004126 **Order-no.** 33.50234-0010

5.2 1 pc. Subassembly support inclusive

SAP-No. 1-1052271 **Order-no.** 33.50234-20100

each consisting of:

5.2.1 1 pc. Support inclusive

SAP-No. 1-1014840 **Order-no.** 33.50234-0001b-1BSD005590P2

5.3 1 pc. Adjusting ring for M72 inclusive

SAP-No. 1-1005679 **Order-no.** 33.50234-0019-1BSD005590P3

5.4 1 pc. Adjusting stick Ø12 inclusive

SAP-No. 1-1021338 **Order-no.** 73.00070-0012-ITH7300070P12

6.0 1 pc. Hydraulic bolt tensioning cylinder - Type MSK64-1179

SAP-No. 1-1006393 **Order-no.** 33.50233a-5000-10

Of tempered steel, surface burnished respectively nickel-plated, with two-component-high-pressure joint, high pressure coupling nipple, for tightening and loosening of bolts, complete with the support sleeve, adjusting ring and adjusting rod as well as patented cycle counter and patented fracture safety device, completely assembled, pressure tested, filled with oil, ready for service.

Special equipment:

NIOX-Coating, Safety carrying device and protective cap at hydraulic connector, hydraulic-mechanical cycle counter, with one stress optimized lock nut, automatic piston return, measurement hole, carrying handle, safety cover, control notch

Technical data

max. hydr. operating pressure [bar]: 1.540,00
Outerdiameter [mm]: 110,00
Height [mm]: 316,60

Stroke [mm]: 10

Weight: 16,8 kg

Change bushing (size): 64x6

(Connection part for bolt)

Support: Removable

Adjusting ring: Yes

Adjusting stick: Yes

each consisting of:

6.1 1 pc. Subassembly cylinder inclusive

SAP-No. 1-1021348 Order-no. 33.50233-21-10100-10-1BSD005589P1

6.1.2 1 pc. Subassembly change bushing inclusive

SAP-No. 1-1030957 Order-no. 33.50233-30000-10

each consisting of:

6.1.2.1 1 pc. Change bushing M64x6 inclusive

SAP-No. 1-1010039 Order-no. 33.50233-0010c

6.2 1 pc. Subassembly support inclusive

SAP-No. 1-1052103 Order-no. 33.50233-20100

each consisting of:

6.2.1 1 pc. Support inclusive

SAP-No. 1-1021371 Order-no. 33.50233-0001a-1BSD005589P2

6.3 1 pc. Adjusting ring for M64 inclusive

SAP-No. 1-1005677 Order-no. 33.50233-0019-1BSD005589P3

6.4 1 pc. Adjusting stick Ø10 inclusive

SAP-No. 1-1021337 Order-no. 73.00070-0010-ITH7300070P10

7.0 1 pc. Hydraulic bolt tensioning cylinder - Type MSK80-1968

SAP-No. 1-1006386 Order-no. 33.50235b-5000-10

Of tempered steel, surface burnished respectively nickel-plated, with two-component-high-pressure joint, high pressure coupling nipple, for tightening and loosening of bolts, complete with the support sleeve, adjusting ring and adjusting rod as well as patented cycle counter and patented fracture safety device, completely assembled, pressure tested, filled with oil, ready for service.

Special equipment:

automatic piston return, measurement hole for screw in depth and lengthening, control notch, NIOX coating, safety cover, ergonomic carrying handle, hydraulic-mechanical cycle counter, with one stress optimized lock nut, mechanical stroke limitation,

Technical data

max. hydr. operating pressure [bar]: 1.540,00

Tension [kN]: 1.968,00

Outer diameter [mm]: 136,50

Height [mm]: 365,00

Stroke [mm]: 10

Oil capacity, total / usable: 127792.290

Weight: 28,3 kg

Change bushing (size): 117x2

(Connection part for bolt)

Support: Removable

Adjusting ring: Yes

Adjusting stick: Yes

each consisting of:

7.1 1 pc. Subassembly cylinder inclusive

SAP-No. 1-1021352 **Order-no.** 33.50235-21-10100-10-1BSD005591P1

7.1.2 1 pc. Subassembly change bushing inclusive

SAP-No. 1-1030958 **Order-no.** 33.50235-30000-10

each consisting of:

7.1.2.1 1 pc. Change bushing M80x6 inclusive

SAP-No. 1-1004131 **Order-no.** 33.50235-0010a

7.2 1 pc. Subassembly support inclusive

SAP-No. 1-1052098 **Order-no.** 33.50235-20100

each consisting of:

7.2.1 1 pc. Support inclusive

SAP-No. 1-1014842 **Order-no.** 33.50235-0001c-1BSD005591P2

7.3 1 pc. Adjusting ring for M80 inclusive

SAP-No. 1-1005680 **Order-no.** 33.50235-0019a-1BSD005591P3

7.4 1 pc. Adjusting stick Ø12 inclusive

SAP-No. 1-1021338 **Order-no.** 73.00070-0012-ITH7300070P12

8.0 1 pc. Hydraulic bolt tensioning cylinder - Type MSK110-3937

SAP-No. 1-1006389 **Order-no.** 33.50238a-5000-10

Of tempered steel, surface burnished respectively nickel-plated, with two-component-high-pressure joint, high pressure coupling nipple, for tightening and loosening of bolts, complete with the support sleeve, adjusting ring and adjusting rod as well as patented cycle counter and patented fracture safety device, completely assembled, pressure tested, filled with oil, ready for service.

Special equipment:

automatic piston return, measurement hole for screw in depth and lengthening, control notch, NIOX coating, Turnable ring eye bolt, safety cover, hydraulic-mechanical cycle counter, with one stress optimized lock nut,

Technical data

max. hydr. operating pressure [bar]: 1.540,00

Tension [kN]: 3.937,09

Outer diameter [mm]: 177,00

Height [mm]: 501,90

Stroke [mm]: 10

Oil capacity, total / usable: 255655.427

Weight: 60,0 kg

Change bushing (size): 110x6

(Connection part for bolt)

Support: Removable

Adjusting ring: Yes

Adjusting stick: Yes

each consisting of:**8.1 1 pc. Subassembly cylinder inclusive****SAP-No.** 1-1021400 **Order-no.** 33.50238-21-10100-10**8.1.2 1 pc. Subassembly change bushing inclusive****SAP-No.** 1-1058313 **Order-no.** 33.50238-30000-10**each consisting of:****8.1.2.1 1 pc. Change bushing M110x6 inclusive****SAP-No.** 1-1008874 **Order-no.** 33.50238-0010a**8.2 1 pc. Support inclusive****SAP-No.** 1-1021592 **Order-no.** 33.50238-0001**8.3 1 pc. Adjusting ring for M110 inclusive****SAP-No.** 1-1005685 **Order-no.** 33.50238-0019-1BSD005594P3**8.4 1 pc. Adjusting stick Ø16 inclusive****SAP-No.** 1-1021339 **Order-no.** 73.00070-0016-ITH7300070P16**1 pc. Hydraulic bolt tensioning cylinder - Type MSK125-5007****SAP-No.** 1-1006390 **Order-no.** 33.50239a-5000-10

Of tempered steel, surface burnished respectively nickel-plated, with two-component-high-pressure joint, high pressure coupling nipple, for tightening and loosening of bolts, complete with the support sleeve, adjusting ring and adjusting rod as well as patented cycle counter and patented fracture safety device, completely assembled, pressure tested, filled with oil, ready for service.

Special equipment:

automatic piston return, measurement hole for screw in depth and lengthening, control notch, NIOX coating, Turnable ring eye bolt, safety cover, hydraulic-mechanical cycle counter, with one stress optimized lock nut, mechanical stroke limitation,

Technical data

max. hydr. operating pressure [bar]: 1.540,00

Tension [kN]: 5.007,14

Outer diameter [mm]: 200,00

Height [mm]: 557,00

Stroke [mm]: 12

Oil capacity, total / usable: 390166.958

Weight: 95 kg

Change bushing (size): 176x2

(Connection part for bolt)

Support: Separate

Adjusting ring: Yes

Adjusting stick: Yes

each consisting of:**9.1 1 pc. Subassembly cylinder inclusive****SAP-No.** 1-1021359 **Order-no.** 33.50239-21-10100-10-1BSD005595P1**9.1.2 1 pc. Subassembly change bushing inclusive****SAP-No.** 1-1052118 **Order-no.** 33.50239-30000-10**each consisting of:**

9.1.2.1 1 pc. Change bushing M125x8 inclusive**SAP-No.** 1-1009527 **Order-no.** 33.50239-0010a**9.2 1 pc. Support inclusive****SAP-No.** 1-1021376 **Order-no.** 33.50239-0001-1BSD005595P2**9.3 1 pc. Adjusting ring for M125 inclusive****SAP-No.** 1-1016711 **Order-no.** 33.50239-0019-1BSD005595P3**9.4 1 pc. Adjusting stick Ø16 inclusive****SAP-No.** 1-1021339 **Order-no.** 73.00070-0016-ITH7300070P16**10.0 1 pc. ITH tensioning device 150MPA M80****SAP-No.** 1-1074218 **Order-no.** HTGD119030R0007**Technical data**

Weight: 23,85 kg

each consisting of: inclusive**10.1 1 pc. Support ring for M80 inclusive****SAP-No.** 1-1020335 **Order-no.** TGD431678P1 E**10.2 1 pc. Engaging Ring for M80 inclusive****SAP-No.** 1-1005727 **Order-no.** TGD328074R2E 7 / 15**10.3 1 pc. ITH Tensioning device "150" M80 cpl. inclusive****SAP-No.** 1-1074226 **Order-no.** 1BSD101165R0013**each consisting of:****10.3.1 1 pc. Hydraulic bolt tensioning cylinder inclusive****SAP-No.** 1-1072608 **Order-no.** 33.44255-20-50000-10-1BSD101165P0013**10.3.2 1 pc. Turn on device for adjusting stick inclusive****SAP-No.** 1-1072614 **Order-no.** 33.44255-0037-1BSD101165P0033**10.3.3 1 pc. Turn on device for hand ratchet inclusive****SAP-No.** 1-1072617 **Order-no.** 33.44255-0038-1BSD101165P0053**10.3.4 1 pc. Adjusting stick Ø8 inclusive****SAP-No.** 1-1076384 **Order-no.** 73.00070-0008-1BSD101165P0073**11.0 1 pc. ITH tensioning device 150MPA M52 for SHK DN475****SAP-No.** 1-1076148 **Order-no.** HTGD455267R0009**each consisting of:****11.1 1 pc. Tension bolt M52x150 inclusive****SAP-No.** 1-1005981 **Order-no.** HTGD336960P1 F**11.2 1 pc. Support ring D137x39 inclusive****SAP-No.** 1-1008579 **Order-no.** HTGD337059P1 D**11.3 1 pc. Distance ring D100x97 inclusive****SAP-No.** 1-1008580 **Order-no.** HTGD455185P1 C**11.4 1 pc. Engaging ring for M52 inclusive****SAP-No.** 1-1008581 **Order-no.** HTGD337076R1 G**11.5 1 pc. Mandrel D18x240 inclusive****SAP-No.** 1-1020167 **Order-no.** HTGD455282P1 D**11.6 2 pcs. Hexagon Set Screws with Small Hexagon inclusive**

and Full Dog Point M24x180

SAP-No. 1-1017853 **Order-no.** 9ANA370293P2319

11.7 2 pcs. Centering sleeve D75 inclusive

SAP-No. 1-1008584 **Order-no.** HTGD339561P1 B

11.8 1 pc. Spacer ring D75 inclusive

SAP-No. 1-1008586 **Order-no.** HTGD455889P1 B

11.9 1 pc. ITH Tensioning cylinder "150" M52 cpl inclusive

SAP-No. 1-1074256 **Order-no.** 1BSD101165R0006

each consisting of:

11.9.1 1 pc. Hydraulic bolt tensioning cylinder inclusive

SAP-No. 1-1064354 **Order-no.** 33.44248-20-50000-10-1BSD101165P0006

11.9.1. 1 pc. Change bushing M52x5 inclusive

SAP-No. 1-1074898 **Order-no.** 33.44248-0010

11.9.2 1 pc. Turn on device for adjusting stick inclusive

SAP-No. 1-1064313 **Order-no.** 33.44248-0037-1BSD101165P0026

11.9.3 1 pc. Turn on device for hand ratchet inclusive

SAP-No. 1-1064315 **Order-no.** 33.44248-0038-1BSD101165P0046

11.9.4 1 pc. Adjusting stick Ø6 inclusive

SAP-No. 1-1090832 **Order-no.** 73.00070-0006-1BSD101165P0066

11.9.5 1 pc. Distance Ring DN475 for M52 inclusive

SAP-No. 1-1073324 **Order-no.** 1BSD101138P6

12.0 1 pc. ITH tensioning device 150MPA M42 for SHK DN400

SAP-No. 1-1073384 **Order-no.** HTGD455264R0009

Technical data

Weight: 16,0 kg

each consisting of:

12.1 1 pc. Tension bolt M42x120 inclusive

SAP-No. 1-1020165 **Order-no.** HTGD336957P1 D

12.2 1 pc. Support ring D115x33 inclusive

SAP-No. 1-1002230 **Order-no.** HTGD337056P1 D

12.3 1 pc. Distance ring D85x82 inclusive

SAP-No. 1-1001715 **Order-no.** HTGD455182P1 C

12.4 1 pc. Engaging ring for M42 inclusive

SAP-No. 1-1002231 **Order-no.** HTGD337073R1 F

12.5 1 pc. Mandrel D14x220 inclusive

SAP-No. 1-1020162 **Order-no.** HTGD455281P1 C

12.6 1 pc. Spacer ring D63 inclusive

SAP-No. 1-1004076 **Order-no.** HTGD455703P1 B

12.7 2 pcs. Centering sleeve D63x124 für SHK DN400, 425K, 425G inclusive

SAP-No. 1-1004075 **Order-no.** HTGD339558P1 B

12.8 1 pc. ITH Tensioning device "150" M42 cpl. inclusive

SAP-No. 1-1073385 **Order-no.** 1BSD101165R0003

each consisting of:

12.8.1 1 pc. Hydraulic bolt tensioning cylinder inclusive

SAP-No. 1-1064347 Order-no. 33.44245-20-50000-10-1BSD101165P0003

12.8.2 1 pc. Turn on device adjusting stick inclusive

SAP-No. 1-1064296 Order-no. 33.44245-0037-1BSD101165P0023

12.8.3 1 pc. Turn on device for hand ratchet inclusive

SAP-No. 1-1064298 Order-no. 33.44245-0038-1BSD101165P0043

12.8.4 1 pc. Adjusting stick Ø4 inclusive

SAP-No. 1-1090829 Order-no. 73.00070-0004-1BSD101165P0063

12.8.5 1 pc. Distance Ring DN400 for M42 inclusive

SAP-No. 1-1073321 Order-no. 1BSD101138P3 9 / 15

12.9 2 pcs. Hexagon Set Screws with Small Hexagon inclusive
and Full Dog Point M24x160

SAP-No. 1-1017852 Order-no. 9ANA370293P2318E

13.0 1 pc. ITH tensioning device 150MPA M60 for SHK DN530

SAP-No. 1-1075501 Order-no. HTGD455269R0009

Technical data

Weight: 24,0 kg

each consisting of:

13.1 1 pc. Tension bolt M60x170 inclusive

SAP-No. 1-1009559 Order-no. HTGD336962P1 A

13.2 1 pc. Support ring D160 inclusive

SAP-No. 1-1010841 Order-no. HTGD337061P1 D

13.3 1 pc. Distance ring D112x109 inclusive

SAP-No. 1-1001323 Order-no. HTGD455187P1 C

13.4 1 pc. Engaging ring for M60 complete inclusive

SAP-No. 1-1001320 Order-no. HTGD337078R1 F

each consisting of:

13.4.1 1 pc. Engaging ring for M60 inclusive

SAP-No. 1-1009937 Order-no. HTGD337078P1 E

13.4.2 3 pcs. Parallel pin Ø8x30 inclusive

SAP-No. 1-1024095 Order-no. 79.08734-080-0300

13.5 1 pc. Mandrel D18x240 inclusive

SAP-No. 1-1020167 Order-no. HTGD455282P1 D

13.6 2 pcs. HEXAGON screw with pivot M30x200 inclusive

SAP-No. 1-1018352 Order-no. 9ANA370293P2370

13.7 2 pcs. Centering sleeve D85 inclusive

SAP-No. 1-1004239 Order-no. HTGD339563P1 C

13.8 1 pc. Spacer ring D85 inclusive

SAP-No. 1-1010842 Order-no. HTGD461634P1 C

13.9 1 pc. ITH Tensioning cylinder "150" M60 cpl. inclusive

SAP-No. 1-1074259 Order-no. 1BSD101165R0008

each consisting of:

13.9.1 1 pc. Hydraulic bolt tensioning cylinder inclusive

SAP-No. 1-1064357 **Order-no.** 33.44250-20-50000-10-1BSD101165P0008

13.9.1. 1 pc. Adjusting stick Ø6 inclusive

SAP-No. 1-1002916 **Order-no.** 73.00070-0006

13.9.2 1 pc. Turn on device for adjusting stick inclusive

SAP-No. 1-1064322 **Order-no.** 33.44250-0037-1BSD101165P0028

13.9.3 1 pc. turn on device for hand ratchet inclusive

SAP-No. 1-1064323 **Order-no.** 33.44250-0038-1BSD101165P0048 10 / 15

13.9.4 1 pc. Adjusting stick Ø6 inclusive

SAP-No. 1-1090837 **Order-no.** 73.00070-0006-1BSD101165P0068

13.9.5 1 pc. Distance Ring DN530 for M60 inclusive

SAP-No. 1-1073326 **Order-no.** 1BSD101138P8

14.0 1 pc. ITH Fittings 150MPa 16.214,78 ZAR/pc.

SAP-No. 1-1007554 **Order-no.** HTGD455705R0006G

Technical data

Weight: 0,8 kg

each consisting of:

14.1 1 pc. Subassembly elongation pipe, 2500 bar inclusive

SAP-No. 1-1016429 **Order-no.** 34.00097-185-25a

14.2 1 pc. Coupling elbow, 2500 bar inclusive

SAP-No. 1-1002995 **Order-no.** 34.20061b

14.3 1 pc. Coupling, inner thread G1/4, 2500 bar inclusive

SAP-No. 1-1001386 **Order-no.** 34.20050

15.0 1 pc. Hydraulic torque wrench with support - Type DRS83

SAP-No. 1-1006034 **Order-no.** 51.10008-5000

with TWIN-Swivel connector,

for the tightening and loosening of screws, equipped with interior toothing for taking up

special-power-box-spanner-sockets, with an enclosed steel casing, with exterior toothing for support/rest, surface coated against rust, with a free-wheel ratchet. With a single-acting hydraulic cylinder with automatic piston return, a high pressure coupling nipple for coupling of high pressure hose line.

Technical data

max. hydr. operating pressure [bar]: 940,00

max. Torque [Nm]: 8.300,00

Width of casing [mm]: 60,00

Top radius [mm]: 40,00

Weight: 8,0 kg

16.0 1 pc. Special hexagon socket A/F32 - Type DRS-SE

SAP-No. 1-1006249 **Order-no.** 51.12008-0032

Technical data

Drive: suit. to. DR8,3; DRS83

Negative drive: 32 mm

Weight: 0,6 kg

17.0 1 pc. Special hexagon socket A/F19 - Type DRS-SE

SAP-No. 1-1002639 Order-no. 51.12008-0019

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 19 mm

Weight: 0,5 kg

18.0 1 pc. Special hexagon socket A/F22 - Type DRS-SE

SAP-No. 1-1006248 Order-no. 51.12008-0022

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 22 mm

Weight: 0,52 kg 11 / 15

19.0 1 pc. Special hexagon socket A/F27 - Type DRS-SE

SAP-No. 1-1002026 Order-no. 51.12008-0027

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 27 mm

Weight: 0,54kg

**20.0 1 pc. Special power box spanner socket A/F65, long
- Type DRS-KSE**

SAP-No. 1-1005256 Order-no. 51.12308-0065L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 65 mm

Weight: 4,40kg

21.0 1 pc. Special hexagon socket A/F36 - Type DRS-SE

SAP-No. 1-1002027 Order-no. 51.12008-0036

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 36 mm

Weight: 0,6 kg

22.0 1 pc. Special hexagon socket A/F41 - Type DRS-SE

SAP-No. 1-1002028 Order-no. 51.12008-0041

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 41 mm

Weight: 0,8 kg

23.0 1 pc. Special hexagon socket A/F50 - Type DRS-SE

SAP-No. 1-1002640 Order-no. 51.12008-0050

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 50 mm

Weight: 1,10 kg

24.0 1 pc. Special hexagon socket A/F55 - Type DRS-SE

SAP-No. 1-1002107 Order-no. 51.12008-0055

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 55 mm

Weight: 1,3 kg

25.0 1 pc. Special power box spanner socket A/F27 - Type DRS-KSE

SAP-No. 1-1007289 Order-no. 51.12308-0027

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 27 mm

**26.0 1 pc. Special power box spanner socket A/F36, long
- Type DRS-KSE**

SAP-No. 1-1007652 Order-no. 51.12308-0036L

Technical data

Drive: pass. zu DR8,3; DRS83

Negative drive: 36 mm

Weight: 1,24kg

**27.0 1 pc. Special power box spanner socket A/F41, long
- Type DRS-KSE**

SAP-No. 1-1002607 Order-no. 51.12308-0041L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 41 mm

Weight: 1,48kg

**28.0 1 pc. Special power box spanner socket A/F46, long
- Type DRS-KSE**

SAP-No. 1-1002642 Order-no. 51.12308-0046L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 46 mm

Weight: 2,27kg

**29.0 1 pc. Special power box spanner socket A/F50, long
- Type DRS-KSE**

SAP-No. 1-1010947 Order-no. 51.12308-0050L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 50 mm

Weight: 2,6kg

30.0 1 pc. Special power box spanner socket A/F55, long

- Type DRS-KSE

SAP-No. 1-1002109 **Order-no.** 51.12308-0055L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 55 mm

Weight: 3,05kg

31.0 1 pc. Special power box spanner socket A/F60,

- Type DRS-KSE

SAP-No. 1-1010948 **Order-no.** 51.12308-0060L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 60 mm

Weight: 3,8 kg

32.0 1 pc. Special power box spanner socket A/F95, long

- Type DRS-KSE

SAP-No. 1-1010949 **Order-no.** 51.12308-0095L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 95 mm

Weight: 11,6 kg

33.0 1 pc. Special power box spanner socket A/F75, long

- Type DRS-KSE

SAP-No. 1-1002644 **Order-no.** 51.12308-0075L

Technical data

Drive: suit. to DR8,3; DRS83

Negative drive: 75 mm

Weight: 5,8 kg

2 pcs. Lift cylinder

SAP-No. 1-1001968 **Order-no.** 36.10300-25

of tempered steel, surface burnished, with two-component-high-pressure joint, high pressure coupling nipple, completely assembled, pressure-tested, filled with oil, ready for service.

Special equipment:

2500 bar Nippel

Technical data

max. hydr. operating pressure [bar]: 1.100,00

Tension [kN]: 322,00

Outer diameter [mm]: 75,00

Height [mm]: 59,00

Stroke [mm]: 15

Weight: 1,9 kg

35.0 1 pc. Hand lever-high pressure pump-unit - Type HA25-2-150

SAP-No. 1-1005918 **Order-no.** 34.10025-2-11-25

with stepless putting high pressure limit valve

stop valve with lift and force valves, rolled steel casing, high pressure gauge (manometer), ø100 mm, class 1.0, PN 1600 bars, high pressure coupling, fully assembled, oil-charged and ready for service.

Special equipment:

- coupling 2500bar
- glycerine filled gauge Ø100 with rubber protection

Technical data

max. hydr. operating pressure [bar]: 1.500,00

Height [mm]: 260,00

Weight: 10,4 kg

Dimensions (LxWxH): 810x235x265 mm

36.0 1 pc. Accessories auxiliary bearing

SAP-No. 1-1025301 **Order-no.** HTGD459410R0002A

each consisting of:

36.1 1 pc. Lift cylinder inclusive

SAP-No. 1-1001391 **Order-no.** 36.00016a

36.2 1 pc. Reduction socket inclusive

SAP-No. 1-1001404 **Order-no.** HTGD459329P1

36.3 1 pc. Nipple, outer thread, 1500 bar inclusive

SAP-No. 1-1010996 **Order-no.** 34.10053-5028

36.4 1 pc. Plate inclusive

SAP-No. 1-1010500 **Order-no.** HTGD480308P1

37.0 1 pc. Operating instruction for ITH bolt tensioning cylinders inclusive (German/English)

SAP-No. 1-1045783 **Order-no.** 09.80081Ile

Technical data

Weight: 0,3kg

38.0 1 pc. Operating instruction for ITH-Torque wrenches inclusive (German/English)

SAP-No. 1-1004359 **Order-no.** 09.80041I Ib 14 / 15

39.0 7 pcs. Inspection certificate for bolt tensioning cylinder inclusive

SAP-No. 1-1007374 **Order-no.** 09.00068Ib

40.0 3 pcs. Inspection certificate for high pressure pump units inclusive and high pressure gauges

SAP-No. 1-1006191 **Order-no.** 09.00468b-XXXXXXXXX

Technical data

Weight: 0,3Kg

41.0 2 pcs. Inspection certificate for high pressure hose line inclusive

SAP-No. 1-1024589 **Order-no.** 09.00597

42.0 1 pc. Inspection certificate for torque wrenches inclusive

SAP-No. 1-1020111 **Order-no.** 09.00087

43.0 1 pc. Pin type face spanner ø6 inclusive

SAP-No. 1-1000853 **Order-no.** 65.00015

Technical data

Weight: 0,307 kg

44.0 1 pc. Pin type face spanner ø6, elongated inclusive

SAP-No. 1-1005431 **Order-no.** 65.00015S

Technical data

Weight: 1,2 kg

45.0 1 pc. Pin type face spanner ø8 inclusive

SAP-No. 1-1000341 **Order-no.** 65.00016

Technical data

Weight: 0,3kg

46.0 1 pc. Pin type face spanner ø8, elongated inclusive

SAP-No. 1-1005029 **Order-no.** 65.00016S

Technical data

Weight: 1,2 kg

47.0 4 pcs. Hand ratchet 1/2" inclusive

SAP-No. 1-1004014 **Order-no.** 62.00070

Technical data

Weight: 0,455 kg

48.0 1 pc. Euro pallet with 4 borders inclusive

SAP-No. 1-1008104 **Order-no.**

Technical data

Weight: 49,8 kg

Dimensions (LxWxH): 1200x800x950cm

SHEQ REQUIREMENTS

All service providers are expected to comply with, but not limited to the following:

- Compliance with the Occupational Health and Safety Act 85 of 1993 is compulsory.
- Adherence to Quality Management System Policies, Procedures and related requirements of ISO 9001.
- Adherence to Occupational Health and Safety Policies, Procedures and related requirements of the OHSAS 18001.
- Adherence to environmental aspects, related impacts and legal requirements associated with work activities in accordance with ISO 14001.
- Adherence to Life Saving Rules.
- Compliance with the Eskom Plant Safety Regulations.
- Only authorised documents and processes are to be used in the execution of duties.
- Continuously seek methods for improvements from a process, quality and safety perspective.
- Obey all instructions.
- Familiarize with:
 - The applicable work instructions and procedures in place.

- Safe working conditions and procedures.
- All legal and contractual requirements.
- Discipline and integrity.
- Compliance to all ERI Work Instructions, processes, procedures, and standards
- Adherence to ERI's disciplinary code or practice.
- Set example to co-workers and others.
- Participate in Risk Assessments.
- Responsible for own safety.
- Responsible for Personal Protective Equipment issued.
- Execute duties promptly and safely.
- Safeguard tools and safety equipment issued.
- Keep good relationship with all personnel.
- Compile a HIRA for each and every activity that needs to be performed.
- Ensure the activities are carried out following a Works Instructions and Procedure.
- Adhere to clean condition policy where required.
- All activities to be carried out as per the documented processes and comply with the requirements of ISO and OHSAS certification
- Service provider to comply to Eskom PPE (Personal Protective Equipment) Policy with regards to issuing of PPE to resources
- Proper use of PPE to be followed
- Ensure that tools and equipment are stored correctly in a safe place.

KEY DELIVERABLES

The following deliverables are to be met by the service provider:

During the project duration:

- No customer complaints
- Compliance to all ERI Work Instructions, processes, procedures, and standards
- No SHEQ incidents
- Project Milestones are to be achieved on time, or earlier

Key Performance Indicators

The performance of the contractor will be evaluated on the KPIs in the table below:

Objective	Key Performance	Measure	Unit of	Source of
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	Indicator		Measure	Evidence
Zero Defects	Zero Defects	Equipment delivered defect free	Nr	Employer
Due Date Performance	Due Date Performance	Actual delivery date versus supplier committed delivery date	Days	To be provided by supplier
Response Time to queries from the Employer to happen withing 24hours	Response Time	Actual query response time versus 24hours required	Days	To be provided by supplier

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

3.1 Subcontracting

3.2 BBBEE and Preferencing scheme

4. Requirements for the programme

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

Item	Date by which it will be provided

6. Supply requirements

C: CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the Employer and the Consultant.

WHEREAS, the Employer and the Consultant (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.
6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party
8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or

services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.

9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
9. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
10. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.
11. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them
12. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.