



NEC3 Supply Contract (SC3)

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

and _____
(Reg No. _____)

for **SUPPLY AND DELIVERY OF HP POWER PACK AND SERVO
MOTORS HYDRAULIC EQUIPMENT SPARES "AS AND WHEN
REQUIRED BASIS" AT KRIEL POWER STATION FOR THE
PERIOD OF FIVE YEARS.**

Contents:	No of pages
Part C1 Agreements & Contract Data	18
Part C2 Pricing Data	6
Part C3 Scope of Work	13

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	3
C1.2a Contract Data provided by the <i>Purchaser</i>	14
C1.2b Contract Data provided by the <i>Supplier</i>	1

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY AND DELIVERY OF HP POWER PACK AND SERVO MOTORS HYDRAULIC EQUIPMENT SPARES AS AND WHEN REQUIRED BASIS AT KRIEL POWER STATION FOR THE PERIOD OF FIVE YEARS.

The tenderer, identified in the Offer signature block, has.

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

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

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	<i>(Insert name and address of organisation)</i>	
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 871 3706
	Fax No.	Not applicable
10.1	The <i>Supply Manager</i> is (name):	Michael Meso
	Address	Eskom Holdings SOC Limited Kriel Power Station Generation, Group, Cluster 3 Ogies/Bethal Road, Kriel
	Tel	+27 17 615 2442
	Fax	Not applicable
	e-mail	Mesomm@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply And Delivery of HP Power Pack and Servo Motors Hydraulic Equipment Spares.
11.2(13)	The <i>services</i> are	Not applicable
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Any matter that has cost implication outside agreed terms. - Any matter that may cause delay in the delivery.

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

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

11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.							
11.2(15)	The Supply Requirements as part of the Goods Information is in	Part C3 of the NEC page 6, item 3.							
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	Within 24 hours after notification of communication.							
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.							
3	Time								
30.1	The <i>starting date</i> is.	<u>TBC</u>							
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>HP Power Pack and Servo Motors Hydraulic Equipment Spares as per the Goods information</td> <td>As per agreed delivery schedule lead time per task order</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	HP Power Pack and Servo Motors Hydraulic Equipment Spares as per the Goods information	As per agreed delivery schedule lead time per task order	
	<i>goods and services</i>	<i>delivery date</i>							
1	HP Power Pack and Servo Motors Hydraulic Equipment Spares as per the Goods information	As per agreed delivery schedule lead time per task order							
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	[no data required]							
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Within two (2) days after order placement and to fit within the delivery times after order placement as per 30.1							
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) working days following the accepted revision to the first programme and the delivery times after order placement as per 30.1							
4	Testing and defects								
42	The <i>defects date</i> is	52 weeks from date of delivery and acceptance by the Purchaser.							
43.2	The <i>defect correction period</i> is	As per the period agreed by the parties based on the complexity of the defect to be corrected.							
	except that the <i>defect correction period</i> for	Purchasers fault, As per the period agreed by the parties based on the complexity of the defect to be corrected.							

	and the <i>defect correction period</i> for	Not applicable
42.2	The <i>defects access period</i> is	3 days after notification
	except that the <i>defect access period</i> for	Purchaser's fault is 2 days
	and the <i>defect access period</i> for	Not applicable
5	Payment	
50.1	The <i>assessment interval</i> is	1 Week after each delivery acceptance.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	<ol style="list-style-type: none"> 1. 30 days for Contracts with a value less than R50M. 2. 60 days for Contracts with a value greater than R50M.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	Not applicable
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:	Not applicable
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	1 year after delivery to the spare to the plant.

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).
	Address	To be known once the dispute arises
	Tel No.	To be known once the dispute arises
	Fax No.	To be known once the dispute arises
	e-mail	To be known once the dispute arises

94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
---------	--	---

94.4(2)	The <i>tribunal</i> is:	arbitration
---------	-------------------------	--------------------

94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
---------	-------------------------------------	---

94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will	

	choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																
10	Data for Option clauses																	
X1	Price adjustment for inflation																	
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	Base date is one month before the closing date. (CPA claim will be applicable 12 months after contract start date) <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.75</td> <td>Table G1</td> <td>SEIFSA</td> </tr> <tr> <td>0.10</td> <td>Table L2 (B)</td> <td>SEIFSA</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td>1.00</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.75	Table G1	SEIFSA	0.10	Table L2 (B)	SEIFSA	0.15	non-adjustable		1.00			
proportion	linked to index for	Index prepared by																
0.75	Table G1	SEIFSA																
0.10	Table L2 (B)	SEIFSA																
0.15	non-adjustable																	
1.00																		
X2	Changes in the law																	
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date																
X7	Delay damages																	
X7.1	Delay damages for Delivery are	<table border="1"> <thead> <tr> <th>Delivery of</th> <th>amount per day</th> </tr> </thead> <tbody> <tr> <td>1. All Spares as per the Goods information (Part C3 of this NEC)</td> <td>R10 000.00</td> </tr> </tbody> </table>	Delivery of	amount per day	1. All Spares as per the Goods information (Part C3 of this NEC)	R10 000.00												
Delivery of	amount per day																	
1. All Spares as per the Goods information (Part C3 of this NEC)	R10 000.00																	
X17	Low performance damages																	
X17.1	The amounts for low performance damages are:	<table border="1"> <thead> <tr> <th>amount</th> <th>performance level</th> </tr> </thead> <tbody> <tr> <td>1. R20 000.00</td> <td>Not adhering to the period for reply stated 13.3 core clause.</td> </tr> <tr> <td>2. R20 000.00</td> <td>For not adhering to defects period stated 43.2 and 42.2 core clauses.</td> </tr> </tbody> </table>	amount	performance level	1. R20 000.00	Not adhering to the period for reply stated 13.3 core clause.	2. R20 000.00	For not adhering to defects period stated 43.2 and 42.2 core clauses.										
amount	performance level																	
1. R20 000.00	Not adhering to the period for reply stated 13.3 core clause.																	
2. R20 000.00	For not adhering to defects period stated 43.2 and 42.2 core clauses.																	
Z	The <i>additional conditions of contract</i> are Z1 to Z15 always apply for Eskom																	

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and

delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the

Supply Manager giving an instruction, changing an earlier decision or correcting an assumption”.

Z9 Purchaser’s limitation of liability

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

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *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.

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: Supply Requirements

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

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

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

[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
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of 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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[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 Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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="0"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	3

C2.1 Pricing assumptions

1. How *goods* and *services* are priced and assessed for payment

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

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

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no

- compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
 - Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
 - Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the *price schedule*

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

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

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

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

ESKOM HOLDINGS SOC.Ltd

CONTRACT TITLE: SUPPLY AND DELIVERY OF HP POWER PACK AND SERVO MOTORS HYDRAULIC EQUIPMENT SPARES AS AND WHEN REQUIRED BASIS AT KRIEL POWER STATION FOR THE PERIOD OF FIVE YEARS.

CONTRACT NO.

C2.2 the price schedule

SUPPLY AND DELIVERY OF HP POWER PACK AND SERVO MOTORS HYDRAULIC EQUIPMENT SPARES AS AND WHEN REQUIRED BASIS AT KRIEL POWER STATION FOR THE PERIOD OF FIVE YEARS.						
Item	Material Number	Description	Unit Of Measure	Quantity	Rate Per Unit	Total
1	690386	REPAIR: VALVE:HYDRAULIC 2 WAY SOLENOID;NG 10 MM	EA	72		
2	690387	REPAIR: ALVE:HYDRAULIC 2 WAY SOLENOID;NG 6 MM	EA	48		
3	62777	VALVE, SOLENOID; PIPE SIZE: 12 MM; STYLE: 3 WAY; DESIGN RATING: 0-15 BAR; CONNECTION: THD; BODY MATERIAL: BRASS; MEDIUM: LIQUID; ORIFICE SIZE: 5 MM; SUNDRYS REG; WATERTIGHT ENCLOSURE	EA	48		
4	56837	HOSE ASSEMBLY, NON METALLIC; HOSE SIZE: 1/2 IN; LENGTH: 950 MM; CONNECTION 1: COUPLING FBSP; CONNECTION 2: COUPLING FBSP; CORE MATERIAL: RUBBER; REINFORCEMENT MATERIAL: STL BRAIDED; MAXIMUM OPERATING PRESSURE: 4000 PSI; REFERENCE NO: 900-6; HIGH PRESSURE; 10MM ID; COMPLETE WITH 2006 FITTINGS BOTH ENDS; FOR SULZER HIGH PRESSURE BYPASS HYDRAULIC SYSTEM	EA	72		
5	695816	VALVE: TYPE: NG10 24 V DC; VALVE SIZE: 10; DESIGN RATING: 315 BAR; TEMPERATURE RATING: -20 TO 50 DEG; CONNECTION: MANIFOLD MOUNT; OPERATED: HYDRAULIC FLUID; BODY MATERIAL: CARBON STEEL; SPECIFICATION: REXROTH; OEM P/N: R901278761; REFERENCE NO: 41025066	EA	72		
6	119979	ROD: TYPE: PISTON; APPLICATION: SERVO MOTOR ASM63; DRAWING NO: 85-30 REV 1	EA	48		
7	22850	ROD: TYPE: PISTON; DIMENSIONS: DIA 20 X LG 250 MM; MATERIAL: STL; MODEL NO: 85-30-18MTR ASM63	EA	24		

8	771738	COUPLING:CURVED JAW;38 MM;CARBON STEEL	EA	48	
9	771739	SOLENOID:SPOOL VALVE;24 V;HYDRAULIC	EA	100	
10	62759	VALVE, SOLENOID, STYLE: 3 WAY; POTENTIAL: 220 VAC; CONNECTION: BOLTED; BODY MATERIAL: STL; OPERATED: NO/NC; MEDIUM: LIQUID; ORIFICE SIZE: 6 MM; 50HZ; GENERAL PURPOSE ENCLOSURE: BOILER	EA	100	
11	695806	PUMP: TYPE: AXIAL PISTON PUMP; SIZE: 18; CAPACITY: 280 BAR; SPEED: 1450 RPM; RATING: 280 BAR; SPECIFICATION: REXROTH; CASING MATERIAL: CI; APPLICATION: OPEN CIRCUIT; OEM P/N: R910949268; REFERENCE NO: 41025065;	EA	24	
12	41519	PUMP: TYPE: HYDRAULIC POWER PACK; DRAWING NO: 2965/01/02 REV 1; REFERENCE NO: 1P3072CPDFB; FOR LEAK OFF	EA	36	
13	36801	ACCUMULATOR: TYPE: BALL; REFERENCE NO: HC41412X; MILL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	42	
14	177766	CYLINDER ASSEMBLY, ACTUATING LINEAR: TYPE: HYDRAULIC; BORE DIAMETER: 200 MM; STROKE: 750 MM; REFERENCE NO: LZ FV 200750 D.P.P. RS-PEZ. UNK; PISTON DIA 200MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	42	
15	56855	HOSE ASSEMBLY, NON METALLIC; HOSE SIZE: 1/4 IN; LENGTH: 1.8 M; CONNECTION 1: COUPLING BSP 90 DEG; CONNECTION 2: COUPLING BSP STRAIGHT; CONNECTION 2 SIZE: 1/4 IN; CORE MATERIAL: RUBBER; TYPE: HYDRAULIC; SPECIFICATION: SAE100R2; SIZE 8MM ID	EA	148	
16	66918	VALVE, CHECK; VALVE SIZE: 20 MM; CONNECTION: BOLTED; BODY MATERIAL: STL; OPERATED: PILOT; STYLE: 2 WAY; TRIM: STAINLESS STEEL; SOFTGOODS: O-RING RUBBER; SUPPL P/N: CPDG-06-E-30-2080; DRAWING NO: 2965/01/02 REV 1; LEAK-OFF; FOR FEED PUMP LEAK-OFF HYDRAULIC POWER PACK	EA	60	
17	22844	BUSH: TYPE: GUIDE; DRAWING NO: 85-30 REV 1; REFERENCE NO: 5; SERVO MOTOR ASM63	EA	24	
18	54222	PUMP: TYPE: PISTON AXIAL; DRAWING NO: BS3/A03-114 REV 1; MODEL NO: HYKVE; FOR SULZER OIL SUPPLY UNIT TYPE OV32	EA	12	

ESKOM HOLDINGS SOC.Ltd
 CONTRACT TITLE: SUPPLY AND DELIVERY OF HP POWER PACK AND SERVO MOTORS HYDRAULIC EQUIPMENT SPARES AS AND WHEN REQUIRED BASIS AT KRIEL POWER STATION FOR THE PERIOD OF FIVE YEARS.
 CONTRACT NO. _____

19	73465	REGULATOR, PRESSURE: TYPE: CONTROL VALVE; CONNECTION: THD; BODY MATERIAL: STL; REFERENCE NO: 86/22/19; LIM: VALVE SIZE: 35MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	24	
20	761842	VALVE; PILOT: VALVE STYLE: NG16 MOUNTING; VALVE SIZE: 1 IN; MATERIAL: DUCTILE IRON; OEM P/N: CPDG-06-2-50	EA	72	

TOTAL OF THE TOTALS					
----------------------------	--	--	--	--	--

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	11
C3.2	<i>Supplier's</i> Goods Information	1
	Total number of pages	13

C3.1: PURCHASER’S GOODS INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Purchaser’s Goods Information	2
1 Overview and purpose of the goods and services	4
2 Specification and description of the goods	4
2.1 Purchaser’s design	5
2.2 Procedure for submission and acceptance of Supplier’s design.....	5
2.3 Other requirements of the Supplier’s design.....	5
2.4 Use of Supplier’s design.....	5
2.5 Manufacture & fabrication	6
2.6 Factory acceptance testing (FAT).....	6
2.7 Other tests and inspections and commissioning in place of use.....	6
2.8 Operating manuals and maintenance schedules	6
3 Supply Requirements	6
4 Specification of the services to be provided	7
5 Constraints on how the Supplier Provides the Goods	7
5.1 Programming constraints	7
5.2 Work to be done by the Delivery Date	7
5.3 Marking the goods.....	7
5.3.1 Valve name plate markings.....	7
5.3.2 Valve body markings.....	7
5.4 Constraints at the delivery place and place of use	7
5.5 Cooperating with Others	7
5.6 Services & other things to be provided by the Purchaser or Supplier.....	8
5.7 Management meetings.....	8
5.8 Documentation control	8
5.9 Health and safety risk management	8
5.10 Environmental constraints and management.....	8
5.11 Quality.....	9
5.12 Invoicing and payment	9
5.13 Insurance provided by the Purchaser	9
5.14 Contract change management	9
5.15 Provision of bonds and guarantees	10
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier.....	10

6 Procurement **10**

6.1 Subcontracting 10

6.1.1 Preferred subcontractors 10

6.1.2 Limitations on subcontracting 11

6.1.3 Spares and consumables 11

6.1.4 Other requirements related to procurement 11

6.1.5 Cataloguing requirements by the *Supplier* 11

6.1.6 Corporate Social Investment 11

7 List of drawings **11**

7.1 Drawings issued by the *Purchaser* 11

C3.2 Supplier's Goods Information **12**

1 Overview and purpose of the goods and services

Kriel Power Station is situated approximately 10 kilometres from the town of Kriel in Mpumalanga and access to the station is by road.

The purpose of this scope is to briefly outline the supply, and delivery of the estimated quantities High Pressure Hydraulic spares to Eskom Holdings SOC Limited.

General supply requirements to Kriel Power Station in-line to its application, specification, and location on which the spares will be required. This will ensure quality and sustainable maintenance basis for all plant work required to provide optimal plant performance at the lowest cost possibly. The original equipment manufacturers are required to provide specifications of the hydraulic spares to be supplied on as when required basis during "Outages and Maintenance" and must be supplied or delivered with the required documents for traceability, material certification and data books/sheets attached.

2 Specification and description of the goods

Item	Material Number	Description	Unit Of Measure	Quantity
1	690386	VALVE: TYPE: HYDRAULIC 2 WAY SOLENOID; VALVE SIZE: NG 10 MM; DESIGN RATING: 350 MAX OPERATING PRESSURE BAR; TEMPERATURE RATING: AMBIENT -20 TO +60 AND FLUID -20 TO +80 DEG C; CONNECTION: SUB PLATE; OPERATED: DIRECT DRIVE; BODY MATERIAL: CAST IRON; TRIM: MID POSITION; SPECIFICATION: 1504401 SIZE 5; SOFTGOODS: VITON; MANUF P/N: D63471022; MOOG SERVO, 10 MA COMMAND SIGNAL, 24 VDC POWER SUPPLY, FLOW RATE 60 L/MIN	EA	72
2	690387	VALVE: TYPE: HYDRAULIC 2 WAY SOLENOID; VALVE SIZE: NG 6 MM; DESIGN RATING: 350 MAX PRESSURE BAR; TEMPERATURE RATING: FLUID 20 TO +80 DEG AND AMBIENT 20 TO 60 DEG C; CONNECTION: SUB PLATE; OPERATED: DIRECT DRIVE; BODY MATERIAL: CAST IRON; TRIM: MID POSITION; SPECIFICATION: 1504401 SIZE 3; SOFTGOODS: VITON; SPECIAL FEATURES: SERVO; SUPPL P/N: D633-494B; MOOG, 40 L/MIN, 24 VDC POWER SUPPLY, 10 MA SIGNAL	EA	48
3	62777	VALVE, SOLENOID; PIPE SIZE: 12 MM; STYLE: 3 WAY; DESIGN RATING: 0-15 BAR; CONNECTION: THD; BODY MATERIAL: BRASS; MEDIUM: LIQUID; ORIFICE SIZE: 5 MM; SUNDRYS REG; WATERTIGHT ENCLOSURE	EA	48
4	56837	HOSE ASSEMBLY, NON METALLIC; HOSE SIZE: 1/2 IN; LENGTH: 950 MM; CONNECTION 1: COUPLING FBSP; CONNECTION 2: COUPLING FBSP; CORE MATERIAL: RUBBER; REINFORCEMENT MATERIAL: STL BRAIDED; MAXIMUM OPERATING PRESSURE: 4000 PSI; REFERENCE NO: 900-6; HIGH PRESSURE; 10MM ID; COMPLETE WITH 2006 FITTINGS BOTH ENDS; FOR SULZER HIGH PRESSURE BYPASS HYDRAULIC SYSTEM	EA	72
5	695816	VALVE: TYPE: NG10 24 V DC; VALVE SIZE: 10; DESIGN RATING: 315 BAR; TEMPERATURE RATING: -20 TO 50 DEG; CONNECTION: MANIFOLD MOUNT; OPERATED: HYDRAULIC FLUID; BODY MATERIAL: CARBON STEEL; SPECIFICATION: REXROTH; OEM P/N: R901278761; REFERENCE NO: 41025066	EA	72
6	119979	ROD: TYPE: PISTON; APPLICATION: SERVO MOTOR ASM63; DRAWING NO: 85-30 REV 1	EA	48
7	22850	ROD: TYPE: PISTON; DIMENSIONS: DIA 20 X LG 250 MM; MATERIAL: STL; MODEL NO: 85-30-18MTR ASM63	EA	24
8	771738	COUPLING; CURVED JAW; 38 MM; CARBON STEEL	EA	48
9	771739	SOLENOID; SPOOL VALVE; 24 V; HYDRAULIC	EA	100
10	62759	VALVE, SOLENOID; STYLE: 3 WAY; POTENTIAL: 220 VAC; CONNECTION: BOLTED; BODY MATERIAL: STL; OPERATED: NO/NC; MEDIUM: LIQUID; ORIFICE SIZE: 6 MM; 50HZ; GENERAL PURPOSE ENCLOSURE; BOILER	EA	100

11	695806	PUMP: TYPE: AXIAL PISTON PUMP; SIZE: 18; CAPACITY: 280 BAR; SPEED: 1450 RPM; RATING: 280 BAR; SPECIFICATION: REXROTH; CASING MATERIAL: CI; APPLICATION: OPEN CIRCUIT; OEM P/N: R910949268; REFERENCE NO: 41025065;	EA	24
12	41519	PUMP: TYPE: HYDRAULIC POWER PACK; DRAWING NO: 2965/01/02 REV 1; REFERENCE NO: 1P3072CPDFB; FOR LEAK OFF	EA	36
13	36801	ACCUMULATOR: TYPE: BALL; REFERENCE NO: HC41412X; MILL: VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	42
14	177766	CYLINDER ASSEMBLY, ACTUATING LINEAR: TYPE: HYDRAULIC; BORE DIAMETER: 200 MM; STROKE: 750 MM; REFERENCE NO: LZ FV 200/750 D.P.P. RS-PEZ, LINK; PISTON DIA 200MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	42
15	56855	HOSE ASSEMBLY, NON METALLIC; HOSE SIZE: 1/4 IN; LENGTH: 1.8 M; CONNECTION 1: COUPLING BSP 90 DEG; CONNECTION 2: COUPLING BSP STRAIGHT; CONNECTION 2 SIZE: 1/4 IN; CORE MATERIAL: RUBBER; TYPE: HYDRAULIC; SPECIFICATION: SAE100R2; SIZE 8MM ID	EA	148
16	66918	VALVE, CHECK, VALVE SIZE: 20 MM; CONNECTION: BOLTED; BODY MATERIAL: STL; OPERATED: PILOT; STYLE: 2 WAY; TRIM: STAINLESS STEEL; SOFTGOODS: O-RING RUBBER; SUPPL P/N: CPDG-06-E-30-2080; DRAWING NO: 2965/01/02 REV 1; LEAK-OFF; FOR FEED PUMP LEAK-OFF HYDRAULIC POWER PACK	EA	60
17	22844	BUSH: TYPE: GUIDE; DRAWING NO: 85-30 REV 1; REFERENCE NO: 5; SERVO MOTOR ASM63	EA	24
18	54222	PUMP: TYPE: PISTON AXIAL; DRAWING NO: BS3/A03-114 REV 1; MODEL NO: HYKVE; FOR SULZER OIL SUPPLY UNIT TYPE OV32	EA	12
19	73465	REGULATOR, PRESSURE: TYPE: CONTROL VALVE; CONNECTION: THD; BODY MATERIAL: STL; REFERENCE NO: 86/22/19; LIM; VALVE SIZE: 35MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	24
20	761842	VALVE, PILOT, VALVE STYLE: NG16 MOUNTING; VALVE SIZE: 1 IN; MATERIAL: DUCTILE IRON; OEM P/N: CPDG-06-2-50.	EA	72

2.1 Purchaser's design

Not applicable to this contract

2.2 Procedure for submission and acceptance of Supplier's design

Not applicable to this contract

2.3 Other requirements of the Supplier's design

- The supply of the goods shall include technical datasheets.
- All goods shall be packaged in a way that prohibits mechanical damage to components.
- Damaged goods as a result of Supplier's fault shall be corrected at the Supplier's cost.
- All goods or material are to be designed and manufactured in accordance with the applicable design standards.

2.4 Use of Supplier's design

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

2.5 Manufacture & fabrication

Not applicable to this contract

2.6 Factory acceptance testing (FAT)

- a) Material certification shall be in accordance with the latest version of EN 10204: "Types of Inspection Documents" for both EN and ASME materials. EN 982: "Safety requirements for hydraulic circuit components."
- b) Impact testing of the pressure boundary components is a standard requirement for all valves supplied in accordance with this specification.

2.7 Other tests and inspections and commissioning in place of use

Not applicable to this contract

2.8 Operating manuals and maintenance schedules

- a) The data book of new valves will include maintenance procedures and proposed quality control procedures for future maintenance efforts.
- b) Maintenance manuals to be submitted upon delivery of the good.

3 Supply Requirements

3.1 General Requirements

- a) All pumps, valves and fittings spares shall be designed and manufactured in accordance with an internationally accepted design standard.
- b) The data book of new hard spares (pumps, fittings, pipes and valves) will include maintenance procedures and proposed quality control procedures for future maintenance efforts.
- c) Data of consumables such as seals, and gaskets shall be supplied in the form of datasheets.
- d) When ordering spares, valve and pumps spare parts shall be supplied with relevant material certificates (metallic part).
- e) Valves and pumps shall be supplied with protective covers on the end connections.
- f) Valve and pump packaging shall be as such that inadvertent mechanical damage to components is not possible.

3.2 TECHNICAL REQUIREMENTS APPLICABLE TO THE SUPPLIER/MANUFACTURER (COMPLETELY ASSEMBLED VALVES)

The following documents and data are mandatory deliverables for every order:

- a) A GA drawing of each component or individual valve/pump spare part will be supplied when an order is placed.
- b) This will form part of the data book. (Data books will be supplied in hard copy and electronic copy format).
- c) Supply of torque values for all fasteners.
- d) Stem, plug/disc, dimensions, and stem thread details indicated on the GA drawing.
- e) For power driven valves the actuator mounting attachment shall be compliant to BS EN ISO 5210 or ISO 5211 (Specified on the GA drawing and valve datasheet).
- f) Clearance specification between moving and stationary components. (Specified on the valve datasheet).
- g) Packing type and number of packing rings specified on the GA drawing.
- h) Gland packing and Gaskets specifications (Materials of constructions and dimensions). This includes packing, seals and gasket data sheets.
- i) Face to face dimensions and total weight of the component (valves, pumps and soft spares).

4 Specification of the *services* to be provided

Not applicable to this contract.

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

- a) *Supplier* shall supply the goods as per the purchase order issued to them by the *Purchaser*.
- b) The early warning as per clause 16.1 is used to communicate the changes on agreed delivery schedule/programme.

5.2 Work to be done by the Delivery Date

- a) The supply of the goods shall include technical datasheets.
- b) All goods shall be packaged in a way that prohibits mechanical damage to components.
- c) Damaged goods as a result of *Supplier's* fault shall be corrected at the *Supplier's* cost.

5.3 Marking the *goods*

5.3.1 Valve name plate markings

As a minimum, all valves shall have a tag plate, permanently affixed, that indicates the following information:

- a) Name of Manufacturer.
- b) Country of origin.
- c) Year of manufacture.
- d) Manufacturer Reference (Figure Number).
- e) Design Pressure (MPa) as specified by the end user.
- f) Design Temperature (°C) as specified by end user.
- g) Design Standard (Code of construction).
- h) Maximum pressure rating.

5.3.2 Valve body markings

For valve body marking, the minimum requirements of the following standards shall be followed:

- a) BS EN19: Industrial valves –Marking of Metallic Valves
- b) MSS-SP-25: Standard Marking system for valves, fittings, flanges and unions
- c) ISO 4409/ASMEY32.1: Hydraulic pump marking requirements.

5.4 Constraints at the delivery place and place of use

- a) All deliveries shall be arranged within Kriel Power Station normal working hours as stipulated in section 3 of this document.
- b) The *Supplier* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- c) The *Supplier's* personnel are required to be in possession of Permit at all times.
- d) All *Supplier's* personnel are issued with a temporary access permit which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- d) No unauthorised vehicles are allowed on site.

5.5 Cooperating with Others

- a) The *Supplier* cooperates with the store's personnel during Delivery.

- b) The *Supplier* cooperates with the *Purchasers* team in ensuring that the goods are delivered in accordance with all requirements.

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

- a) The availability of rigging equipment, cranes, or forklift and the relevant operators must be confirmed with the Kriel Power Station (Supply Manager) before dispatching goods.

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract progress and feedback	Quarterly or as and when urgent need arises	either face to face or virtual at a convenient venue	Purchaser, Supplier, and Cross functional team members

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

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

5.8 Documentation control

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

The manufacturing data books shall be submitted in hardcopy and soft copy format. The following documentation shall form part of the manufacturing data book:

- a) General Arrangement drawing
- b) Technical datasheets
- c) Operating and Maintenance manual

5.9 Health and safety risk management

- a) The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any goods for this contract.
- b) The *Supplier* must comply with site health and safety requirements for Kriel Power Station when delivering goods.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Purchaser's Manager In line with the SHE specification
- d) The *Supplier* submits safety file for approval before access is granted.
- e) The *Supplier* maintains the safety file validity in line with site requirements.
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification

5.10 Environmental constraints and management

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

- a) The vehicle used for Delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The Material used for supporting the goods being delivered are correctly disposed and are without harm to environment.
- c) The *Supplier* must comply with Site Environmental management plan (EMP) and other requirement.
- d) The *Supplier* complies with Environmental aspect and impact register.
- e) The *Supplier* complies with all Site's environmental management procedures, especially the waste management and oil spillages.

5.11 Quality

- a) The *Supplier* compiles the baseline Quality Control plan.
- b) Quality Control Plan (QCP) must be approved by both the *Supplier*, Eskom engineer and QC inspector before commencing with any deliveries at the beginning of the Contract.
- c) Material certificates, mechanical testing certificate and NDT certificates should be part of the data package accompanying the QCPs.
- d) All delivered goods will be subjected to QC verification by an Employer's Quality personnel at receiving as per detailed item description found in heading 2 table.
- e) The *Supplier* must comply with Eskom's Supply Quality Management Specification (Document No: 240-105658000) and ISO 9001:2015 requirements.
- f) The *Employer* will on frequent basis conduct the *Supplier's* performance/ compliance in accordance to QM 58 and ISO 9001 and NCR will be raised for non-compliance.

5.12 Invoicing and payment

Within one week of receiving a payment certificate from the *Purchaser Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

Invoiceseskomlocal@eskom.co.za

and include on each invoice the following information:

- a) Name and address of the *Contractor* and the *Service Manager*;
- b) The contract number and title;
- c) *Contractor's* VAT registration number;
- d) The *Employer's* VAT registration number 4740101508;
- e) Description of service provided for each item invoiced based on the Price List;
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- g) Purchase order number
- h) Invoice number
- i) GR Number
- j) Supplier's Banking details

5.13 Insurance provided by the *Purchaser*

Not applicable to this Contract

5.14 Contract change management

- a) The change management process to be followed as per the core clause 16.1.
- b) Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted.
- c) Any change in management by the *Supplier* must be communicated with the *Supply manager*.
- d) If the *Employer's Supply Manager* change, the *Supplier* shall be notified by the *Employer* as soon as possible to ensure that the *Contractor* follows the correct communication channel.

5.15 Provision of bonds and guarantees

Not Applicable to this Contract.

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

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

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Subcontractors can be used following the Project Manager's acceptance to any of the below:

Commented [A1]: PROCUREMENT OFFICER AND SD&L TO COMPLETE

- EME or QSE entities at least 51% owned by Black Youth Owned;
- EME or QSE entities at least 51% owned by Black People with Disability.
- EME or QSE entities at least 51% owned by Black People;
- EME or QSE entities at least 51% owned by Black Women
- EME or QSE entities at least 51% owned by Black People with Disabilities

The following sub-contractor will be utilised in terms of this contract. The sub-contacting percentage will not be a standard price therefore it will depend on the unit to be delivered

Name of Sub-Contractor	
B-BBEE Level	
CSD number	
Scope	
Address	

6.1.2 Limitations on subcontracting

Appointment and managing the sub-contractor is the full responsibility of the Principal Contractor with the acceptance of the Project Manager

6.1.3 Spares and consumables

Not applicable to this Contract

6.1.4 Other requirements related to procurement

Not applicable to this contract

6.1.5 Cataloguing requirements by the *Supplier*

Not applicable to this Contract

6.1.6 Corporate Social Investment

Commented [A2]: THOMAS TO COMPLETE

7 List of drawings

7.1 Drawings issued by the *Purchaser*

Not applicable to this Contract

C3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.
