



NEC3 Supply Contract (SC3)

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

and
(Reg No.???????????????????)

for **THE FABRICATION, SUPPLY AND DELIVERY OF
VARIOUS ASH PLANT PIPEWORK ITEMS ON AN AS
AND WHEN REQUIRED BASIS TO KRIEL POWER
STATION STORES FOR A PERIOD OF 5 YEARS.**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

THE FABRICATION, SUPPLY AND DELIVERY OF VARIOUS ASH PLANT PIPEWORK ITEMS ON AN AS AND WHEN REQUIRED BASIS TO KRIEL POWER STATION STORES FOR A PERIOD OF 5 YEARS.

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Purchaser

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

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

Date

Name

Capacity

On behalf of (Insert name and address of organisation)

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**
Name &
signature
of witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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 X20: Key Performance Indicators 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	N/A
	Fax	Not applicable
	e-mail	Mesomm@eskom.co.za
11.2(13)	The <i>goods</i> are	Fabrication, Supply and Delivery of various Ash Plant Pipework items.
11.2(13)	The <i>services</i> are	Not applicable
11.2(14)	The following matters will be included in the Risk Register	- Any matter that has cost implication outside agreed terms. - Any matter that may cause delay in

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

		the delivery.				
		- 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 <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.				
3	Time					
30.1	The <i>starting date</i> is.	<u>01 January 2027</u> and the end date is <u>31 December 2032</u>				
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><td><i>goods and services</i></td><td><i>delivery date</i></td></tr><tr><td>1 Fabrication, Supply and Delivery of various Ash Plant Pipework items</td><td>As per agreed delivery schedule lead time per task order</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1 Fabrication, Supply and Delivery of various Ash Plant Pipework items	As per agreed delivery schedule lead time per task order
<i>goods and services</i>	<i>delivery date</i>					
1 Fabrication, Supply and Delivery of various Ash Plant Pipework items	As per agreed delivery schedule lead time per task order					
30.2	The <i>Supplier</i> does not bring the <i>goods</i> 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 <i>Purchaser</i> .				
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	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	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 (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.
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	Termination of the contract due to Failure to adhere to the terms/clauses of the contract by the supplier.

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.
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10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Base date is one month before the closing date. (The prices will be fixed for 1 year of the contracts, thereafter subject to CPA for the remaining years (years 2,3, 4 and 5) based on the tables below)		
		The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.45	Material-Table U-A (1) Final Manufactured Goods	SEIFSA
		0.25	Table C-2 All hourly paid employees	SEIFSA
		0.15	Table L2 (B) Road Freight Costs	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	Delivery of	amount per day	
		All Spares specified under Part C2/C3 of this NEC	5% per day of the total purchase order value.	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	amount	performance level	
		R20 000.00	Not adhering to the period for reply stated 13.3 core clause.	
		R20 000.00	For not adhering to defects period stated 43.2 and 42.2 core clauses.	
X20	Key Performance Indicators (not used when Option X12 applies)			

X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Not applicable to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	2 months and is in Part C1.2a ,Annexure A page 13.
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 means, as the context requires, the *Supplier*, or any member thereof in the case of a

Party	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
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Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Annexure A: Key Performance Indicators

X20 : Key performance indicators

THE FABRICATION, SUPPLY AND DELIVERY OF VARIOUS ASH PLANT PIPEWORK ITEMS ON AN AS AND WHEN REQUIRED BASIS TO KRIEL POWER STATION STORES FOR A PERIOD OF 5 YEARS.									
KPA	KPA Weight	KPI	Measure Description	Subweight	From the Start - To the End				
					Floor	Kick	Target	Stretch	Ceiling
					1	2	3	4	5
Delivery Performance	80%	Normal Deliveries	% Orders delivered on time (agreed lead times)	60%	80%	90%	95%	98%	100%
		Urgent Deliveries	% Emergency deliveries meeting required timelines	10%	80%	90%	95%	98%	100%
		Late Deliveries	Number of late deliveries (lower is better)	30%	≥10	3–9	2	1	0
Quality of Supplied Spares	20%	Acceptance rate	% First-time acceptance (meets specs on delivery)	70%	80%	90%	95%	98%	100%
		Rejected items	% of items rejected (lower is better)	30%	≥10%	6–9%	3–5%	1–2%	0%
	100%								

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 <i>goods and services</i> is:	<table><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>	2

C2.1 Pricing assumptions

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

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		- 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>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

3.1. **Format of the *price schedule***

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

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

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

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

C2.2 the *price schedule*

Item No	Component Description	Detailed Description	Stock Number	Unit	Qty	Rate	Amount
1	Ash Line Pipe	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB 300 MM; MATERIAL: CARBON STEEL; LENGTH: 12 M; WALL THICKNESS: 8 MM; OPEN ENDED FOR SLIP ON FLANGES; PIPE MUST BE PAINTED ON OUTSIDE TO PREVENT RUST; FOR USE ON ASH LINES; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	664823	M	24000		
2	FLANGE PIPE:SLIP ON;326 MM;300 MM;MS;495	FLANGE, PIPE: TYPE: SLIP ON; BORE: 326 MM; PIPE SIZE: 300MM; MATERIAL: MS; STYLE: MACHINED; PCD: 495 MM; BOLT HOLES:16; BOLT HOLE SIZE: 22 MM; FLANGE DIAMETER: 550 MM	39243	Each	1500		
3	FLANGE PIPE:WELD ON;300 MM;324 MM;MS;RF	FLANGE,PIPE: TYPE: WELD ON; BORE: 300 MM; PIPE SIZE:324 MM; MATERIAL: MS; RATING: 1600 KPA; STYLE: RF; PCD: 410 MM;FLANGE DIAMETER: 460 MM; DRILLED TO TABLE BS4504 16/3	39244	Each	4900		
4	Ash Sump Suction Pipe Section 1	PIPE: INSIDE DIAMETER: 305 MM LENGTH: 570 MM; MATERIAL: CAST IRON; ALL FLANGES ARE TO BE BS4504 MACHINED TO COMMON M/C, PCD 400MM , 12 HOLES THAT ARE 22MM DIAMETER REFER TO DRAWING 0.45/44446 SHEET 1 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND ALL RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCP'S AND WPS	783151	Each	30		
5	Ash Sump Suction Pipe Section 2	PIPE: INSIDE DIAMETER: 305 MM; LENGTH: 1200 MM;MATERIAL:CAST IRON; ALL FLANGES ARE TO BE BS4504 MACHINED TO COMMON M/C PCD 400 12 HOLES THAT ARE 22 MM IN DIAMETER REFER TO DRAWING 0.45/44446 SHEET 2 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCP AND WPS	783139	Each	30		

6	Ash Sump Suction Pipe Section 3	CAST IRON, ID 305 NB, LENGTH 1829 MM, ALL FLANGES ARE TO BE BS 4504, ALL FLANGES TO BE MACHINED TO COMMON M/C, PCD 400, 12 HOLES 22 IN DIAMETER AT 30N DEGREES, REFER TO DRAWING 0.45/55546 SHEET 3.	783150	Each	30		
7	Ash Sump Suction Pipe Section 4	CAST IRON, ID 305 NB, LENGTH 1783 MM, ALL FLANGES ARE TO BE BS 4504, ALL FLANGES TO BE MACHINED TO COMMON M/C, PCD 400, 12 HOLES 22 IN DIAMETER AT 30N DEGREES, REFER TO DRAWING 0.45/55546 SHEET 4.	783483	Each	30		
8	Ring Main Ash Pipe 12 m	PIPE: INSIDE DIAMETER: 300 MM; LENGTH: 12 M; MATERIAL: EN10025-2-5355JR; 8MM THICKNESS STEEL WORK TO BE IN ACCORDANCE TO SANS 1200H STEEL CORROSION PROTECTION TWO COATS RED OXIDE FLANGES TO BE ACCORDING TO SABS 1123 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND ALL RELEVANT DATA BOOK REQUIREMENTS	783149	Each	600		
9	Ring Main Ash Pipe 9 m	PIPE: INSIDE DIAMETER: 300 MM; LENGTH: 9M; MATERIAL: EN10025-2-5355JR; 8MM THICKNESS STEEL WORK TO BE IN ACCORDANCE TO SANS 1200H STEEL CORROSION PROTECTION TWO COATS RED OXIDE FLANGES TO BE ACCORDING TO SABS 1123 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCPS AND WPS.	783148	Each	600		

TOTAL OF THE TOTALS (excluding Vat)	
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PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	13
C3.2	<i>Supplier's</i> Goods Information	1
	Total number of pages	15

C3.1: *PURCHASER'S* GOODS INFORMATION

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2 Specification and description of the <i>goods</i>	4
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2.2 Procedure for submission and acceptance of <i>Supplier's</i> design	4
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1 Overview and purpose of the *goods and services*

The purpose of this contract is to establish a reliable and responsive service for the fabrication, supply and delivery of various ash plant pipework items required for the maintenance, repair, refurbishment and operational support of the Ash Handling Plant at Kriel Power Station.

The Ash Handling Plant comprises critical systems and associated pipework that are subject to wear, corrosion, erosion, mechanical damage and operational deterioration. The timely availability of suitable replacement and fabricated pipework items is therefore essential to maintain plant reliability, minimise equipment downtime and support the safe and efficient operation of the power station.

The scope of the contract will provide for the fabrication, supply and delivery of pipework items on an as-and-when-required basis in accordance with approved technical specifications, drawings, material requirements, quality standards and applicable Eskom requirements. The contract will operate for a period of five (5) years on an as-and-when-required basis, allowing Kriel Power Station to procure pipework items according to actual operational and maintenance requirements without the need to establish separate contracts for each individual requirement.

The overall objective is to ensure continuous availability of fit-for-purpose ash plant pipework items, reduce procurement and maintenance lead times, minimise plant downtime and support the safe, reliable and sustainable operation of Kriel Power Station.

2 Specification and description of the *goods*

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*

- 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.
- d) 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)*

Not applicable to this contract

2.7 Other tests and inspections and commissioning in place of use

Refer to the Scope of work (559-1056289191)

2.8 Operating manuals and maintenance schedules

- a) The data book of new Spares 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 Fabrication Works and Welding

Eskom procedure: 240-72273656 and 240-106628253; to be consulted to determine system classification level then followed by Welding Rulebook to establish appropriate quality requirements from the applicable application specific Welding standard such as 36-775 for Control of Plant Erection, Repair and Maintenance welding activities. Personnel competencies involved in welding activities and related quality management requirements are to be found in the Eskom standard referenced in the Welding Rulebook.

All welds to be continuous fillet welds full penetration butt weld, changes to fillet will be affected according to material thickness.

- The weld shall have a minimum yield stress and minimum tensile stress at least equal that of the parent material.
- Welding electrodes shall comply with the applicable requirements of SANS 455 or such other standard
- Welding techniques shall be such as to prevent undue distortion and minimize shrinkage stresses.
- All welds shall be visually inspected to identify any flaws for re-weld; where there are slag and spatter, they shall be removed.
- The Weld connection of old and new beams shall ensure a minimum safety factor of 10, hence for 300WA Steel which has a minimum yield strength of 300 MPa and at a maximum working stress of 30 MPa, the weld strength shall exceed 300MPa
- The weld shall have a minimum yield stress and minimum tensile stress at least equal that of the parent material
- All the welds shall be checked for defects using a penetration flaw detection method conforming to BS EN 571-1 of 1997 "Non-destructive testing – Penetrant testing", under employer's supervision
- Welding shall be done under clean and protected conditions

3.2 The supply requirements

- a) For all bends and spool pieces contractor is required to come to site and perform measurements prior to fabrication including the cast iron spool piece from the sump, the discharge and underneath precipis.
- b) Contractor to supply & deliver Johnson coupling (with rubber seals)
- c) Contractor to confirm delivery lead time of items upon receipt of order and communicate with site. No changes of delivery date will be accepted without assurance.
- d) All goods must be delivered to Kriel Power Station Main Stores.
- e) Purchase orders will be issued to the *Contractor* with the required items and quantities.
- f) Deliveries will be made during the week within the following hours:
- g) Monday to Thursday 07h00 -15h30 and Friday 07h00 until 11h00
- h) Road conditions and security gate access to be taken into consideration for delivery to the main stores within these hours.
- i) Supplier to be prepared to provide goods within an acceptable delivery period when urgently required.

3.3 Description of the goods

Item No	Component Description	Detailed Description	Stock Number	UoM	Qty	Suppliers lead times
1	Ash Line Pipe	PIPE, METALLIC: NOMINAL PIPE SIZE DESIGNATION: NB 300 MM; MATERIAL: CARBON STEEL; LENGTH: 12 M; WALL THICKNESS: 8 MM; OPEN ENDED FOR SLIP ON FLANGES; PIPE MUST BE PAINTED ON OUTSIDE TO PREVENT RUST; FOR USE ON ASH LINES; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	664823	M	24000	
2	FLANGE PIPE:SLIP ON;326 MM;300 MM;MS;495	FLANGE, PIPE: TYPE: SLIP ON; BORE: 326 MM; PIPE SIZE: 300MM; MATERIAL: MS; STYLE: MACHINED; PCD: 495 MM; BOLT HOLES:16; BOLT HOLE SIZE: 22 MM; FLANGE DIAMETER: 550 MM	39243	Each	1500	
3	FLANGE PIPE:WELD ON;300 MM;324 MM;MS;RF	FLANGE,PIPE: TYPE: WELD ON; BORE: 300 MM; PIPE SIZE:324 MM; MATERIAL: MS; RATING: 1600 KPA; STYLE: RF; PCD: 410 MM;FLANGE DIAMETER: 460 MM; DRILLED TO TABLE BS4504 16/3	39244	Each	4900	
4	Ash Sump Suction Pipe Section 1	PIPE: INSIDE DIAMETER: 305 MM LENGTH: 570 MM; MATERIAL: CAST IRON; ALL FLANGES ARE TO BE BS4504 MACHINED TO COMMON M/C, PCD 400MM , 12 HOLES THAT ARE 22MM DIAMETER REFER TO DRAWING 0.45/44446 SHEET 1 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND ALL RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCP'S AND WPS	783151	Each	30	
5	Ash Sump Suction Pipe Section 2	PIPE: INSIDE DIAMETER: 305 MM; LENGTH: 1200 MM;MATERIAL:CAST IRON; ALL FLANGES ARE TO BE BS4504 MACHINED TO COMMON M/C PCD 400 12 HOLES THAT ARE 22 MM IN DIAMETER REFER TO DRAWING 0.45/44446 SHEET 2 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCP AND WPS	783139	Each	30	
6	Ash Sump Suction Pipe Section 3	CAST IRON, ID 305 NB, LENGTH 1829 MM, ALL FLANGES ARE TO BE BS 4504, ALL FLANGES TO BE MACHINED TO COMMON M/C, PCD 400, 12 HOLES 22 IN DIAMETER AT 30N DEGREES, REFER TO DRAWING 0.45/55546 SHEET 3.	783150	Each	30	

7	Ash Sump Suction Pipe Section 4	CAST IRON, ID 305 NB, LENGTH 1783 MM, ALL FLANGES ARE TO BE BS 4504, ALL FLANGES TO BE MACHINED TO COMMON M/C, PCD 400, 12 HOLES 22 IN DIAMETER AT 30N DEGREES, REFER TO DRAWING 0.45/55546 SHEET 4.	783483	Each	30	
8	Ring Main Ash Pipe 12 m	PIPE: INSIDE DIAMETER: 300 MM; LENGTH: 12 M; MATERIAL: EN10025-2-5355JR; 8MM THICKNESS STEEL WORK TO BE IN ACCORDANCE TO SANS 1200H STEEL CORROSION PROTECTION TWO COATS RED OXIDE FLANGES TO BE ACCORDING TO SABS 1123 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND ALL RELEVANT DATA BOOK REQUIREMENTS	783149	Each	600	
9	Ring Main Ash Pipe 9 m	PIPE: INSIDE DIAMETER: 300 MM; LENGTH: 9M; MATERIAL: EN10025-2-5355JR; 8MM THICKNESS STEEL WORK TO BE IN ACCORDANCE TO SANS 1200H STEEL CORROSION PROTECTION TWO COATS RED OXIDE FLANGES TO BE ACCORDING TO SABS 1123 ALL MATERIAL TO BE DELIVERED WITH MATERIAL CERTIFICATES AND RELEVANT DATA BOOK REQUIREMENTS INCLUDING QCPS AND WPS.	783148	Each	600	

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

- Supplier* shall supply the goods as per the purchase order issued to them by the *Purchaser*.
- 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

- 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.

5.3 Marking the *goods*

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

- i) Name of Manufacturer.
- ii) Country of origin.
- iii) Year of manufacture.
- iv) Manufacturer Reference (Figure Number).

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 *Supply Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

Invoiceseskomlocal@eskom.co.za

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Supply Manager*;
- The contract number and title;

- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- 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;
- Purchase order number
- Invoice number
- GR Number
- Supplier's Banking details

5.13 Insurance provided by the *Purchaser*

Not applicable to this Contract

5.14 Contract change management

- The change management process to be followed as per the core clause 16.1.
- Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted.
- Any change in management by the *Supplier* must be communicated with the *Supply manager*.
- 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*

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

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

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

- 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 utilized in terms of this contract. The sub-contracting 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

The *Contractor* may subcontract portions of the Services only with the prior approval of the *Employer* and in accordance with the applicable procurement and contract management requirements.

The following limitations shall apply:

- a) The *Contractor* shall not subcontract the whole of the work or substantially the whole of the *Contract* without the prior written approval of the *Employer*.
- b) Subcontracting shall be limited to activities that are clearly defined, manageable and compatible with the scope of work.
- c) The *Contractor* shall remain fully responsible and accountable for the performance, quality, safety, workmanship and compliance of all subcontracted work.
- d) The appointment of any subcontractor shall not relieve the *Contractor* of any obligation or liability under the *Contract*.
- e) *Subcontractors* shall comply with all applicable Eskom, legal, statutory, SHEQ and site-specific requirements.
- f) The *Contractor* shall ensure that subcontractors meet the required supplier, tax, CSD, BBBEE and other applicable compliance requirements before commencement of work.
- g) The *Contractor* shall comply with the applicable local supplier development and subcontracting requirements, including any minimum percentage stipulated in the *Contract*.
- h) The *Employer* reserves the right to reject a proposed subcontractor where reasonable grounds exist relating to capability, compliance, safety, performance, conflicts of interest or other contractual requirements.
- i) The *Contractor* shall not further subcontract any portion of the subcontracted Services (sub-subcontracting) without prior written approval from the *Employer*.
- j) All subcontracting arrangements shall be transparent, documented and auditable, with supporting records maintained in the Contract Management Hub.

6.1.3 Spares and consumables

The *Contractor* shall supply and deliver all spares and consumables specified in the *Contract*, in accordance with the approved specifications, quantities, quality requirements and delivery schedules. The following requirements shall apply:

- a) All spares and consumables supplied shall be new, unused, fit for purpose and of the specified quality.
- b) All items shall comply with the applicable Eskom specifications, OEM requirements, standards, material descriptions and technical data sheets.
- c) The *Contractor* shall ensure that all supplied items are correctly identified, packaged, labelled and protected against damage, deterioration, contamination and corrosion during transportation and storage.
- d) *Contractor* shall provide certificates of conformity, material certificates, test certificates, warranties, inspection reports and other quality documentation required by the *Contract*.
- e) No substitution of specified spares or consumables shall be permitted without the prior written approval of the *Supply Manager*.
- f) The *Contractor* shall be responsible for ensuring that the quantities supplied correspond with the approved Purchase Order, Price List and/or applicable call-off instruction.
- g) Any spares or consumables found to be defective, damaged, incorrect, short supplied or non-conforming shall be replaced by the *Contractor* at no additional cost to the *Employer*.

- h) The *Contractor* shall maintain adequate supply capacity and stock availability to meet the required delivery lead times and call-off requirements.
- i) Delivery shall be made to the designated Kriel Power Station Stores or other location specified by the Employer, in accordance with the Contract.
- j) The *Contractor* shall maintain appropriate records of quantities supplied, deliveries, certificates and supporting documentation for audit and contract management purposes.
- k) No additional payment shall be made for packaging, handling, transportation, documentation or other costs necessary to deliver compliant spares and consumables

6.1.4 Other requirements related to procurement

The procurement process shall comply with all applicable Eskom procurement policies, procedures, governance requirements, and delegated authority frameworks. The following requirements shall apply:

- a) The procurement shall be conducted through a fair, transparent, competitive and auditable process.
- b) All applicable commercial, technical, SHEQ and financial evaluation requirements shall be adhered to.
- c) The appointed *Contractor* shall comply with all applicable legal, statutory, regulatory and Eskom requirements.
- d) The *Contractor shall* meet the applicable localisation, supplier development, subcontracting and socio-economic development requirements, where specified in the procurement documents.
- e) All required tax, CSD, BBBEE and other supplier compliance documentation shall be valid and maintained for the duration of the procurement and contract.
- f) The procurement shall be subject to the applicable budget availability and approval requirements.
- g) Any deviations, amendments or changes to the approved scope shall be managed in accordance with the applicable Eskom governance and contract management procedures.
- h) All procurement and contract records shall be maintained in the approved Contract Management Hub/OpenText repository to ensure traceability, auditability and compliance.
- i) The successful *Contractor* shall comply with the applicable NEC3 Supply Contract (NEC3 SC) conditions and all associated contract documentation.
- j) No work shall commence without the required contractual appointment, purchase order and/or formal instruction, as applicable.

6.1.5 Cataloguing requirements by the *Supplier*

- a) The *Supplier* shall comply with all applicable Eskom cataloguing and materials management requirements for all spares, materials and consumables supplied under the Contract.
- b) Failure to comply with the cataloguing requirements may result in the relevant material being rejected, delayed or withheld from acceptance until the required information has been corrected and approved.

6.1.6 SDL&I Requirements

The following reflects the agreed Supplier Development, Localisation and Industrialisation (SDL&I) commitments between the *Contractor* and the *Employer*.

6.1.6.1 Subcontracting

- a) ????

6.1.6.2 Skills developments

- a) ????

6.1.6.3 CSI Commitments

a) ??????

6.1.6.4 Non-Compliance – SDL&I

Failure by the Contractor to achieve or maintain any of the obligations relating to Skills Development, Local Employment, and Industrialisation (SDL&I), shall constitute a failure to comply with the Scope and may be treated as a default under the Contract.

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.
