



NEC3 Supply Contract (SC3)

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

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

for **THE MANUFACTURING, SUPPLY AND DELIVERY OF
PULSE JET FABRIC FILTER TRIAL BAGS FOR
MEDUPI AND KUSILE POWER STATIONS**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

THE MANUFACTURING, SUPPLY AND DELIVERY OF PULSE JET FABRIC FILTER TRIAL BAGS FOR MEDUPI AND KUSILE POWER STATIONS

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Mr Z Witbooi	
Capacity	Acting General Manager: Medupi Generation Division	
for the Purchaser	Eskom Holdings SOC Limited Medupi Power Station Private Bag x9003 LEPHALALE 0555	
Name & signature of witness	Mr J Morudu Manager: Procurement	Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

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

Name & signature of witness

Date

Mr Z Witbooi

**Acting General Manager: Medupi
Generation Division
Eskom Holdings SOC Limited
Medupi Power Station
Private Bag x9003
LEPHALALE
0555**

**Mr J Morudu
Manager: Procurement**

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	
		<p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X3: Multiple currencies</p> <p>X4: Parent company guarantee</p> <p>X7: Delay damages</p> <p>X13: Performance bond</p> <p>X17: Low performance damages</p> <p>X20: Key Performance Indicators</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	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) 800-6833
	Fax No.	(086) 665 5061
10.1	The <i>Supply Manager</i> is (name):	Royce Cole
	Address	Medupi Power Station
	Tel	014 762 6114
	Fax	N/A
	e-mail	ColeR@eskom.co.za
11.2(13)	The <i>goods</i> are	The manufacturing, supply, and delivery of pulse jet fabric filter trial bags for Medupi and Kusile Power Stations.

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

Commented [EP1]: Not applicable

Commented [EP2]: Do we need this since it is trial bags

Commented [EP3]: Trial bags based on specification requirements. Suggest deleting.

11.2(14)	The following matters will be included in the Risk Register	Any other risk as agreed with the Purchaser's Representative or his delegate at each Power Station.	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	One (1) week	
2	The Supplier's 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.	TBA	
30.1	The <i>delivery date</i> of the goods and services is:	<i>goods and services</i>	<i>delivery date</i> 8 weeks from order confirmation
	Note: that these times assume air-freighting of the products required.		
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.	As per agreed date on purchase order release. Goods to be delivered to Medupi Power Station.	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One (1) week from date of Purchase Order.	
4	Testing and defects		
42	The <i>defects date</i> is	Refer to Fabric Filter Plant Bag Standard: 240-53113965 for each station's bag life.	
43.2	The <i>defect correction period</i> is	One (1) week from the date access to the plant was provided or the earliest convenient depending on the availability of plant	
5	Payment		
50.1	The <i>assessment interval</i> is	The terms and conditions of payment are 30 days from receipt of a tax invoice	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	30 days net after receipt of a valid Tax Invoice.	

51.4 The *interest rate* 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 *mutatis mutandis* 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	Refer to NEC3 Supply Contract (SC3)
7	Title	Refer to NEC3 Supply Contract (SC3)
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Late supply of materials 2. Late payments 3. Unavailability of raw material 4. Unpredictable currency fluctuations 5. NCR'S (Non Conformance Reports) 6. Refer core clause 80.1 of NEC 3 Supply Contract (SC3)
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i> , plant, and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B

If this contract includes the supervision of installation, testing, commissioning, or building work at the *Purchaser's* premises, the *Purchaser* also provides cover for physical loss of or damage to the *Purchaser's* surrounding property including any temporary work required to complete the Delivery.

The deductibles are See notes in data for clause 88.2 below and Annexure B

84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	The minimum amount as per the necessary deductibles in terms of the purchaser's business divisions as per Annexure B
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<p>Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> R15 million (fifteen million Rand) for exposure to Generation Division property; <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
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	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p>

- R15 million (fifteen million Rand) for Generation Division property.

See notes in Annexure B

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:	All Purchase orders affected
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	All Purchase orders affected The total contract value
88.5	The <i>end of liability date</i> is	Caped to the maximum bag life for each station after Delivery of the whole of the <i>goods</i> and <i>services</i> .

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	1st Floor Maisels Chambers 4 Protea Place Sandton Map
	Tel No.	+27 11 320 0600
	Fax No.	+27 (11) 320-0533
	e-mail	info@arbitration.co.za

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)	<p>The place where arbitration is to be held is South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
10	Data for Option clauses	
X1	Price adjustment for inflation	One (1) month prior to delivery
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>One (1) month prior to the closing date of the tender and the cut-off date is one (1) month prior to delivery.</p> <p>The percentage variation in the price/index of the constituent materials between that ruling for the month prior to the month in which the enquiry closed and that price/index for the month prior to each delivery ex works shall be applied to the percentage of the F.O.R. works for the relevant constituent material. The period of 1 month prior to delivery will be used to determine the price/index</p>
X2	Changes in the law	
X2.1	A change in the law of	The Republic of South Africa is a compensation event if it occurs after the Contract Date
X3	Multiple currencies	
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	TBC
X3.1	The <i>exchange rates</i> are those published in	<p>[●] on [●] (date)</p> <p>The items will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.
X4	Parent company guarantee	Supplier to provide Performance Bond or Parent Company Guarantee for the duration of the contract
X7	Delay damages	
X7.1	Delay damages for Delivery are	1% of the local batch order value capped to a maximum of 15% of the local order value per day
X13	Performance bond	
X13.1	The amount of the performance bond is	TBC

X17	Low performance damages
X17.1	<p>The amounts for low performance damages are:</p> <p>The Product will be manufactured according to the appropriate Fabric Filter Plant Bag Standard: 240-53113965 and will perform accordingly. Should any variation occur clause 4 will apply.</p>
X20	Key Performance Indicators
X20.1	<p>The <i>incentive schedule</i> for Key Performance Indicators is in SD&L matrix</p>
X20.2	<p>A report of performance against each Key Performance Indicator is provided at intervals of 3 months</p>
Z	<p>The <i>additional conditions of contract</i> are</p> <p>Z1 to Z12 always apply for Eskom</p>

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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z5.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *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*.
- Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *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.

Z7 Health, safety and the environment: Add to core clause 25.4

- Z7.1 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.

- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *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.
- Z8.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 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".

Z10 Purchaser's limitation of liability

- Z10.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z12.1 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.

Z13 PPPFA Regulation on Subcontracting

Z13.1 Subcontracting of goods and services for fabric filter bags shall be distributed across all preferred groups of BPLD, BYO, BWO and BO suppliers to a minimum of 30% of the contract amount as stipulated in the PPPFA regulations the becomes effective on 01 April 2017. The allocation shall be 5% toward BPwD, 10% towards BWO, 5% towards BYO and 10% towards BO companies.

Annexure A: Supply Requirements

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

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

Group	Category	Term	Delivery Place
E	departure	EXW	For the foreign portion

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

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]

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

4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	Purchaser
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

Annexure B: Insurance provided by the *Purchaser*

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

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

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

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

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

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

- R15million for Generation Division projects,

All other insurance

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

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

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

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

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

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

Clause	Statement	Data				
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.					
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Fabric Filter Plant Bag Standard: 474-12036				
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</i> and <i>services</i> is:	<table><tr><th><i>goods</i></th><th><i>delivery date</i></th></tr><tr><td>As outlined in the Medupi/Kusile Trail Bag Standards and read in conjunction with Eskom Bag Standard</td><td>As per Purchase Order</td></tr></table>	<i>goods</i>	<i>delivery date</i>	As outlined in the Medupi/Kusile Trail Bag Standards and read in conjunction with Eskom Bag Standard	As per Purchase Order
<i>goods</i>	<i>delivery date</i>					
As outlined in the Medupi/Kusile Trail Bag Standards and read in conjunction with Eskom Bag Standard	As per Purchase Order					
31.1	The programme identified in the Contract Data is contained in:					

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

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

63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%
------	--	---

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

- Option X4: Parent company guarantee
- Option X13: Performance bond

These Options require a bond or guarantee "in the form set out in the Goods Information".
Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton
Johannesburg** (the *Purchaser*) and

[Insert registered name and address of the *Supplier*] (the *Supplier*), for

[Insert details of the *goods* and *services* from the Contract Data] (the *goods* and *services*).

I/We the undersigned

on behalf of the *Supplier's*
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.
4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 20__

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none">the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, orthe date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- state the amount claimed ("the Demand Amount");

- state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART 2: PRICING DATA
NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

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

Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Medupi PPS (240 bags per trial bag type)

Item No.	Description	Unit	Qty	Rate	Price
1.1	Imported (Foreign Currency Based)				
1.1.1	Supply of fibre	kg			
1.1.2	Supply of yarn	m			
1.1.3	Supply of stitch thread	kg			
1.1.4	Supply of Stainless steel for snap band	kg			
1.1.5	Supply of endless ring	ea			
1.1.6	Air-freight/Shipping and Foreign Transport	batch			
1.1.7	Insurance	batch			
1.1.8	Importation	batch			
1.1.9	Other (please specify)				
	Sub-total Item 1.1a (in foreign currency)				
	Sub-total Item 1.1b (in rands)				
1.2	Local (Rand Based)				
1.2.1	Supply of riveted snap band	ea			
1.2.2	Manufacture of fabric & bags	ea			
1.2.3	Supervision & project management	ea			
1.2.4	Quality assurance	ea			
1.2.5	Safety assurance	ea			
1.2.6	General consumables	ea			
1.2.7	Local transport (incl. works to site)/batch delivered to site	batch			
1.2.8	Supply of data books/batch delivered to site	set			
1.2.9	Clearance cost & Freight Charges	batch			
1.2.10	Duty	batch			
1.2.11	Cost of Cover	set			
1.2.12	Other (please specify)				
	Sub-total for Item 1.2				
1	Total Excluding V.A.T. (Add Item 1.1 + 1.2)				

Kusile PAN (240 bags per trial bag type)

Item No.	Description	Unit	Qty	Rate	Price
1.1	Imported (Foreign Currency Based)				
1.1.1	Supply of fibre	kg			
1.1.2	Supply of yarn	m			
1.1.3	Supply of stitch thread	kg			
1.1.4	Supply of Stainless steel for snap band	kg			
1.1.5	Supply of endless ring	ea			
1.1.6	Air-freight/Shipping and Foreign Transport	batch			
1.1.7	Insurance	batch			
1.1.8	Importation	batch			
1.1.9	Other (please specify)				
	Sub-total Item 1.1a (in foreign currency)				
	Sub-total Item 1.1b (in rands)				
1.2	Local (Rand Based)				
1.2.1	Supply of riveted snap band	ea			
1.2.2	Manufacture of fabric & bags	ea			
1.2.3	Supervision & project management	ea			
1.2.4	Quality assurance	ea			
1.2.5	Safety assurance	ea			
1.2.6	General consumables	ea			
1.2.7	Local transport (incl. works to site)/batch delivered to site	batch			
1.2.8	Supply of data books/batch delivered to site	set			
1.2.9	Clearance cost & Freight Charges	batch			
1.2.10	Duty	batch			
1.2.11	Cost of Cover	set			
1.2.12	Other (please specify)				
	Sub-total for Item 1.2				
1	Total Excluding V.A.T. (Add Item 1.1 + 1.2)				

Note:

Suppliers to amend above tables to reflect complete cost of delivery.

Each Trail bag types must be priced individually.

Eskom reserve the option to place order on a per bag type per supplier or in whole or part thereof.

Eskom prefers a turn-key fixed price solution for each trial bag type.

The total of the Prices

Part 3: Scope of Work

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

C3.1: PURCHASER'S GOODS INFORMATION

Contents

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C3.1: <i>Purchaser's</i> Goods Information	4
1 Overview and purpose of the <i>goods</i> and <i>services</i>	5
2 Specification and description of the <i>goods</i>	6
2.1 <i>Purchaser's</i> design	16
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2.3 Other requirements of the <i>Purchaser's</i> design	Error! Bookmark not defined.
2.4 Use of <i>Purchaser's</i> design	Error! Bookmark not defined.
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7 List of drawings	29
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C3.2 <i>Purchaser's</i> Goods Information	Error! Bookmark not defined.

Overview and purpose of the goods and services

The manufacture and supply of complete sets of Fabric filter trial bags for the following Power stations Medupi and Ksule as per the Tables below, in accordance with the attached Medupi and Kusile Trial Bag Specification read in conjunction with the Eskom Fabric Filter Bag Standard, to the *final* destination on the Delivery Date as indicated in the delivery schedule. The goods furthermore include the supply of all labour, materials, delivery to each station and equipment required for the manufacture and supply of the bags.

Each trial bag type will consists of 240 bags per type per station.

All of the *works* shall be instructed by means of Purchase Orders issued by the *Project Manager Purchaser* at any time during the term of the contract. The Price for each item shall be taken from the Price List. Technical, quality, and workmanship requirements for the *works* are described in quality control procedures (QCPs) provided by the *Purchaser* and accepted by the *Project Manager* before work is carried out.

1.2 Purchaser's objectives and purpose of the works

The *Purchaser's* objectives for this contract include:

- Supply and delivery of fabric filter bags to the station in line with the terms and conditions of this contract
- Ensuring that Eskom accepts and receives high quality filter bags which are reliable, efficient and operating throughout their intended life expectancy.
- Sustaining and improving the efficient operation of its power station's emission performance
- Encouraging a long-term commercial relationship with the *Purchaser* based on mutual trust, commitment to common goals and an understanding of each Party's expectations and values. Innovation and open communication shall be encouraged;
- Encouraging the *Purchaser* to become a world-class and internationally competitive Purchaser of high quality fabric filter plant bags by deploying competent skills and the application of continuous measured productivity and quality improvements;
- Ensuring the application, implementation and development of appropriate filter bag design, manufacturing and testing techniques;
- Developing performance standards which support the *Purchaser's* reliability and optimised availability targets;

The *Purchaser* shall provide adequate resources and engineering capability to support the *Purchaser's* objectives.

1.3 Interpretation and terminology

ABBREVIATIONS

Abbreviation	Description
°C	Degrees Celsius
dtex	Decitex
FFP	Fabric Filter Plant
g/m ²	Gram per square meter
g/Nm ³	Gram per normal cubic meter (normalised to 6% O ₂ on a dry basis at 101.325 kPa & 0 °C)
K	Kelvin
kPa	Kilo Pascal

1 m ³ /m ² /minute	Cubic meter per square meter per minute
Max	Maximum
MCR	Maximum Continuous Rating
mg/Nm ³	Milligram per normal cubic meter (normalised to 6% O ₂ on a dry basis at 101.325 kPa & 0 °C)
Min	Minimum
mm	Millimeter
N/cm	Newton per centimetre
Nm ³	Normal cubic meter (normalised to 6% O ₂ on a dry basis at 101.325 kPa & 0 °C)
O ₂	Oxygen
Pa	Pascal
PAN	Polyacrylonitrile
PI	Polyimide (P84 ®)
PPS	Polyphenylene sulphide

2. Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on the last Thursday of the month at 09:00	Purchasers works	<i>Purchaser, Purchaser, Supervisor, and people requested by the Purchaser</i>

Overall contract progress and feedback	Monthly on the last Thursday of the month at 09:00	Purchasers works	<i>Purchaser, Purchaser, Supervisor, and people requested by the Purchaser</i>
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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 goods. Records of these meetings shall be submitted to the *Project 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.

2.7 Purchaser's management, supervision and key people

The *Purchaser* is to provide names of key people responsible for this project as requested by the project manager.

2.11 Bag Life Guarantee

The guarantee period is expected from all Purchasers:

- Medupi PAN minimum 12000 hours and Medupi PPS, PPS/PI minimum 30 000 hours after installation.
- Kusile PAN minimum 18000 hours and Medupi PPS, PPS/PI minimum 30 000 hours after installation.
- All guarantee limitations are to be specifically stated in the tender submission. If viewed as unreasonable by the *Purchaser*, these submissions will not be considered.
- The *Purchaser* will factor limitations of guarantee into the life cycle evaluation of each offer.

3. Engineering and the *Purchaser's* design

3.1 Parts of the *works* which the *Purchaser* is to design

3.1.1 The *Purchaser* provides fabric filter bags in accordance with the Product Information, including the design and manufacturing of the fabric and the filter bags to suit the process specifications and the installation onto the existing bag cages and tube plate.

3.1.2 Subject to the *Purchase* obtaining approval from the DTIC, the *Purchaser* should give preference ensure the following local representation in the manufacturing of the bags:

- Tubing and cutting to size of the fabric.

- Manufacturing of the cuff and sock components.
- Assembly of the completed bag.

3.1.3 The following products, components, and Purchasers are approved by Eskom. No other substitutes will be accepted and the Purchaser will provide written assurance as such.

Base Products:

- Polyphenylene sulphide (PPS) – Trade Names: Procon, Torcon or Nexylene
- Polyimide (PI) – Trade Name: P84
- Polyacrylonitrile (PAN) – Trade Names: Ricem or Dolanit
- For the purposes of this trial bag program alternate fibres as contained in the Medupi/Kusile PJFF Trial Bag Specification (474-12144) will be accepted. Any alternate fibres not intended on meeting the objective of the trial bag program will not be considered.

APPROVED PURCHASERS

• Fibre Purchasers

The following products, components and Purchasers are approved by Eskom. No other substitutes will be accepted and Eskom requires written assurance as such.

Products:

- Polyphenylene sulphide (PPS) – Trade Names: Procon, Huvis, Torcon or Nexylene
- Polyimide (PI) – Trade Name: P84
- Polyacrylonitrile (PAN) – Trade Names: AKSA or Dolanit

The following Purchasers have been approved by Eskom for fabric productions (including the sourcing of component materials)

- Solaft's Gosford Plant (Australia)
- Andrew Webron's Lancs Plant (United Kingdom)
- Beier Envirotec's Pinetown Plant (South Africa)
- BWF's Offingen Plant (Germany)
- Gutsche's Fulda Plant (Germany)
- Heimbach's Duren Plant (Gemrnay)
- Testori's Milan Plant (Italy)
- Kayser's Einbeck Plant (Gemrany)
- Filtafelt's Rosslyn Plant (South Africa)
- Velmet Ovar Plant (Portugal)

The following suppliers have been approved by Eskom to manufacture bags within the borders of South Africa:

- Beier Envirotec's Pinetown Plant
- Filtafelt's Rosslyn Plant
- GI Filtration's Centurion Plant
- Clear Edge's Robertsham Plant
- Environmental Dynamic's Nigel Plant
- Filter Pure's Kya Sand Plant (limited production capability)
- Envirox Filtration Technologies' Eastrand Plant

Eskom reserves the right to add and/or remove to the above list solely at its discretion. No exception to Eskom's approved list will be accepted. An additional Purchaser to this list will require extensive testing to be undergone and after successful trial evaluation may be considered for inclusion.

2 Specification and description of the *goods*

FILTER BAG FABRICATION

Refer to 474-12144 for details and to be read in conjunction with 240-53113965.

- **GENERAL PPS STANDARD FOR MEDUPI**

- **Needle Felt Standard and Cloth Construction**

Fabric construction:	Scrim supported needle felt
Fibre chemical name:	Polyphenylene sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Weight:	580 – 620 g/m ² range, 600 g/m ² average
Fabric thickness:	Minimum 1.8 mm
Sides needled	Both
Sewing Thread	Polyphenylene sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Snap band	Riveted/Welded Stainless Spring Steel (Diameter to fit tube plate)
Cuff Seal (if applicable)	Endless Rontex Ring (PPS) – Procon, Huvis, Torcon or Nexylene
Cuff Material	Polyphenylene sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Foot/Sock Material	Polyphenylene sulphide (PPS) – Procon, Huvis, Torcon or Nexylene

- **Scrim**

Construction: The scrim will be woven from Polyphenylene sulphide (PPS) yarns.
Material: Polyphenylene sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Yarn type: Spun staple yarn and/or multifilament
Weight: 175 -185 g/m² before needling (Loom State)
Fibre Dimension: 2.2 dtex

- **Batt – Cascade Construction**

- **Surface Layer (First Surface Layer – Dust Side)**

Construction: There are four different first surface layer configurations detailed in 474-12144.

Material 1:
Fibre dimension:
Weight:
Material 2:
Fibre dimension:
Weight:

- **Support Layer (Second Inner Layer – Dust Side)**

Material: Polyphenylene Sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Fibre dimensions: 2.2 dtex
Weight: 125 – 135 g/m² (Before Needling)

- **Support Batt (Inner Layer – Clean Side)**

Material: Polyphenylene Sulphide (PPS) – Procon, Huvis, Torcon or Nexylene
Fibre dimension: 2.2 dtex
Weight: 190 - 200 g/m² (Before Needling)

- **Cloth Construction**

Fabric Construction: Scrim supported needle felt
Weight: 580 – 620 g/m² range, 600 g/m² average
Number of sides needed: Both sides

- **Fabric Special Treatments**

Coatings: Refer to 474-12144
Heat Set: Yes, as Required by Purchaser
Singeing: Yes, as Required by Purchaser
Calendaring: Yes, as Required by Purchaser

- **Fabric Properties**

Air permeability: < 10 m³/m²/minute @ 125 Pa

Elongation: Warp: max. 6% @ 50 N/cm
Weft: max. 8 % @ 50 N/cm

Bursting strength: min. 2800 kPa

Dimensional stability: (Free shrinkage at Warp: max. 1.5%

180 °C Dry heat for 24 hrs) Weft: max. 1.5%

Tensile strength: Warp: min. 9 00 N/50mm

Weft: min. 1 200 N/50mm

- **GENERAL PAN/PI STANDARD FOR KUSILE**

Needle Felt Standard and Cloth Construction

Fabric construction: Scrim supported needle felt
Fibre chemical name: Polyacrylonitrile (PAN – AKSA/Dolanit)
Weight: 580 – 620 g/m² range, 600 g/m²
average

Fabric thickness: Minimum 1.8 mm

Sides needed: Both

Sewing Thread: Polyacrylonitrile (PAN – Dolanit/AKSA)
Snap band: Riveted/Welded Stainless Spring Steel
(Diameter to fit tube plate)

Cuff Seal: Endless Rontex Ring (PAN) –
Dolanit/AKSA

Cuff Material: Polyacrylonitrile (PAN) – Dolanit/AKSA

Foot/Sock Material: Polyacrylonitrile (PAN) Dolanit/AKSA

- **Scrim**

Construction: The scrim will be woven from
Polyacrylonitrile (PAN – Dolanit/AKSA)
yarns.

Material: Polyacrylonitrile (PAN – Dolanit/AKSA)

Yarn type: Spun staple yarn and/or multifilament

Weight: 175 -185 g/m² before needling (Loom
State)

Fibre Dimension: 2.2 dtex

- **Batt - Cascade Construction**

- **Surface Layer (First Surface layer – Dust Side)**

Construction: *There are four different first surface layer configurations detailed in 474-12144.*

Material 1:
Fibre dimension:
Weight:
Material 2:
Fibre dimension:
Weight:

- **Support Batt (Second Inner layer – Dust Side)**

Material:	Polyacrylonitrile (PAN – Dolanit or AKSA)
Fibre dimensions:	2.2 dtex
Weight:	120 - 130 g/m ² (Before Needling)

- **Support Batt (Inner layer – Clean Side)**

Material:	Polyacrylonitrile (PAN – Dolanit or AKSA)
Fibre dimension:	2.2 dtex
Weight:	190 - 200 g/m ² (Before Needling)

- **Cloth Construction**

Fabric Construction:	Scrim supported needle felt
Weight:	580 – 620 g/m ² range, 600 g/m ² average
Number of sides needed:	Both sides

- **Fabric Special Treatments**

Coatings:	Refer to 474-12144
Heat Set:	Yes, as Required by Purchaser
Singeing:	Yes, as Required by Purchaser
Calendering:	Yes, as Required by Purchaser

- **Fabric Properties**

Air permeability:	< 13 m ³ /m ² /minute @ 125 Pa
Elongation:	Warp: max. 4% @ 50 N/cm Weft: max. 6% @ 50 N/cm
Bursting strength:	min. 2800 kPa
Dimensional stability: (Free shrinkage at 150 °C dry heat for)	Warp: max. 1.5% Weft: max. 1.5%
Tensile strength:	Warp: min. 8 00 N/50mm Weft: min. 8 00 N/50mm

• STATION SPECIFIC REQUIREMENTS

• Medupi Power Station

Process standards

Continuous operating temperature range (FFP):	• 110 °C to 150 °C,
Gas volume per unit:	• Maximum 1 250 Am ³ /s
Flue gas oxygen content:	• 3% - 15%
Estimated number of starts per boiler	• 150 per year
Mode of Operation	• Base load
Inlet dust concentration:	• 25 – 70 g/Nm ³

Performance requirements

Filtration velocity with one cell isolated:	• Maximum 0,020 m/s
Filtration velocity with all cells in-service:	• Maximum 0,016 m/s
Material Selection:	• PPS/PI
Exclusions from standard material standard:	• None
Bag drawing number	• Z0088504 (latest revision)
Bag length	• 8.24 meters
Bag diameter	• 160 mm
Required operational hours (max number of bags failing during this period)	• 10 000 (3%)
Expected emission limits	• 30 mg/Nm ³
Maximum emission limits	• 50 mg/Nm ³
Maximum pressure drop	• 2.2 kPa (flange to flange @ MCR with one cell isolated)

- The Contractor manufactures the bag according to the details shown on drawing No Z0088504 Revision Latest and the cage drawing no. Z0101050 Revision Latest.
- The double circular base and the 100 mm wide reinforcing strip will be off 100% PPS.
- The Filter Bag detail comprises of a 8240 mm x 160 mm diameter bag with one end open with Stainless Steel snap band covered with a felt strip sewn into a woven false hem with 4 rows of stitching to fit cell plate 167 mm diameter x 5 mm thick. The other end is closed with double circular base with exterior base the filter fabric and the interior base 100% PPS plus 100 mm wide reinforcing strip also from 100% PPS treated side outside.
- The snap band joint is to be riveted or induction spot welded.
- The longitudinal seam of the bag shall be triple stitched.
- The stitching thread will be 100% PPS or PTFE
- It is the Supplier's responsibility to ensure that the bags fit correctly into the tube plate and cages.
- Before bag manufacturing will commence the Supplier will provide a sample bag to the Purchaser for his evaluation and acceptance.
- No manufacturing of bags will commence prior to the Purchaser's representative receiving, analysing and releasing the fabric following fabric tests done by the Purchaser's RT&D department.
- The Employer reserves the right to randomly remove the bag filter on the floor for bag compliance analysis.

Commented [EP4]: The station is to update these with the latest site drawing numbers and provide a copy. I think the cage drawing is now 0.84/58616 Rev 3.

• Kusile Power Station

Process standards

Continuous operating temperature range (FFP):

- 110 °C to 150 °C, controlled at 125 °C

Gas volume per unit:

- Maximum 1 250 Am³/s (excl. Attemperation air)

Flue gas oxygen content:

- 3% - 15%

Estimated number of starts per boiler

- 150 per year

Mode of Operation

- Base load

Inlet dust concentration:

- 25 – 70 g/Nm³

Performance requirements

Filtration velocity with one cell isolated:

- Maximum 0,020 m/s

Filtration velocity with all cells in-service:

- Maximum 0,016 m/s

Material Selection:

- PAN/PI

Exclusions from standard material standard:

- None

Bag drawing number

- Z0088504 (latest revision)

Bag length

- 8.24 meters

Bag diameter

- 160 mm

Required operational hours (max number of bags failing during this period)

- 30 000 (3%)

Expected emission limits

- 30 mg/Nm³

Maximum emission limits

- 50 mg/Nm³

Maximum pressure drop

- 2.2 kPa (flange to flange @ MCR with one cell isolated)

- The *Contractor* manufactures the bag according to the details shown on drawing No Z0088504 Revision Latest and the cage drawing no. Z0101050 Revision Latest

- The double circular base and the 100 mm wide reinforcing strip will be off 100% Homopolymer PAN.
- The Filter Bag detail comprises of a 8240 mm x 160 mm diameter bag with one end open with Stainless Steel snap band covered with a felt strip sewn into a woven false hem with 4 rows of stitching to fit cell plate 167 mm diameter x 5 mm thick. The other end is closed with double circular base with exterior base the filter fabric and the interior base 100% Homopolymer PAN plus 100 mm wide reinforcing strip also from 100% Homopolymer PAN treated side outside.
- The snap band joint is to be riveted or induction spot welded
- The longitudinal seam of the bag shall be triple stitched.
- The stitching thread will be PAN PPS or PTFE.
- It is the *Supplier's* responsibility to ensure that the bags fit correctly into the tube plate and cages.
- Before bag manufacturing will commence the *Supplier* will provide a sample bag to the *Purchaser* for his evaluation and acceptance.
- No manufacturing of bags will commence prior to the *Purchaser's* representative receiving, analysing and releasing the fabric following fabric tests done by the *Purchaser's* RT&D department.
- The Employer reserves the right to randomly remove the bag filter on the floor for bag compliance analysis.

Commented [EP5]: The station is to update these with the latest site drawing numbers and provide a copy. I think the cage drawing is now 0.84/58616 Rev 3.

3.2.1 The *Purchaser* operates the plant within the process conditions specified in paragraph above.

The *Purchaser* obtains from the *Purchaser's Representative* all the relevant and available operating parameters that may have an influence on the performance and life of the offered bags. Unreasonable modification to the existing plant operating procedures to suit the filter bags will not be considered.

3.2.3 Product Guarantee (Applicable to all stations)

Conditions of guarantee are the following:

- The bags may be pre-coated before exposure to flue gases. The pre-coating agent is to be agreed with the bag Purchaser prior to Contract award (Hydrated lime is proposed). The *Purchaser* states the amount of pre-coating required in the tender submission.
- Routine spare/replacement bags will not be pre-coated.
- The guarantee does not cover damaged bags caused by careless installation or faulty cages if the bags installation and cages manufacturing were performed by third parties.
- The guarantee does not cover damaged bags caused by abrasion related to turbulent flows, sparks or glowing dust particles.
- The guarantee does not cover damaged bags caused by a highly acidic environment if the pH of the tested material is lower than 3.0.
- The guarantee does not cover damaged bags caused by encrustation on the filter bags caused by oil carry-over.
- The guarantee does not cover the removal and disposal of faulty bags (up to a maximum of 2.5% of the total bag installed) or the consequential losses resulting from bag failures. The *Purchaser* is however responsible for the supply of the replacement bags.
- The guarantees to shrinkage will be limited to not more than 20 mm lift of the bags at 20 000 hours and 30 mm lift of the bags at 25 000 hours. This is only applicable for PAN bags.

The *Purchaser* shall, at his cost, replace all the bags that fail per each consecutive 1 000 running hours up until the amount in the column "Acceptable failures". The *Purchaser* will replace at his own cost all the failed bags per consecutive 1 000 running hours minus the amount indicated in the column "Acceptable failures" [number of bags failed X (guaranteed hours – running hours from installation)/guaranteed hours].

Hours	Acceptable failures
0 - 8000	0
8000 - 9000	0
9000 - 10000	1
10000 - 11000	1
11000 - 12000	1
12000 - 13000	1
13000 - 14000	1

Hours	Acceptable failures
24000 - 25000	4
25000 - 26000	5
26000 - 27000	5
27000 - 28000	6
28000 - 29000	7
29000 - 30000	8
30000 - 31000	9

14000 - 15000	1
15000 - 16000	1
16000 - 17000	2
17000 - 18000	2
18000 - 19000	2
19000 - 20000	2
20000 - 21000	2
21000 - 22000	3
22000 - 23000	3
23000 - 24000	3

31000 - 32000	11
32000 - 33000	12
33000 - 34000	14
34000 - 35000	16
35000 - 36000	19
36000 - 37000	22
37000 - 38000	25
38000 - 39000	28
39000 - 40000	30

General Requirements

The *Purchaser* provides for the cost for the design, manufacturing and delivery to site of the Fabric Filter Bags according to the general specifications for the main options provided by the *Purchaser*.

The *Purchaser* describes fully the fabric filter bag constructions according to the attached "Fabric Filter Information Sheet". (One sheet for each of the material types per station per unit)

The *Purchaser* indicates what information about the bag cages is required, and satisfies itself that the manufactured bags are compatible with the existing cages and tube plates.

The *Purchaser* will award the contract according to cost, net present value, bag life guarantees, life cycle evaluation and technical merit of each offer and past historical performance.

The *Purchaser* will motivate why the alternative offer(s) is/are more cost and technically effective than the main offer.

The *Purchaser* will provide bag life guarantees for each offer regarding the number of operating hours of the specific filter bags within the performance requirements mentioned above.

2.1 Purchaser's design

The *Purchaser* provides for the cost for the design, manufacturing, and delivery to site of the Fabric Filter Bags according to the general specifications for the main options provided by the *Purchaser*.

The *Purchaser* describes fully the fabric filter bag constructions according to the attached "Fabric Filter Information Sheet". (One sheet for each of the material types per station per unit)

The *Purchaser* indicates what information about the bag cages is required, and satisfies itself that the manufactured bags are compatible with the existing cages and tube plates.

The *Purchaser* will award the contract according to cost, net present value, bag life guarantees, life cycle evaluation and technical merit of each offer and past historical performance.

The *Purchaser* will motivate why the alternative offer(s) is/are more cost and technically effective than the main offer.

The *Purchaser* will provide bag life guarantees for each offer regarding the number of operating hours of the specific filter bags within the performance requirements mentioned above.

2.2 Factory acceptance testing (FAT)

Completion, testing, commissioning and correction of Defects

4.6.1 Inspection and Testing of Bags

4.6.2 Samples required for testing

Eskom requires 1 (one) square meter (minimum) of sample fabric for every 10 000 m² of fabric produced. The certificates detailing full test results carried out on the fabric and scrim to determine compliance with the standard should be included with the fabric sample. For bags that chemically treated/coated, 1 square meter of fabric is required for the pre-treated/coated fabric and 1 square meter of fabric is required for the post treated/coated fabric.

Furthermore, Eskom requires an additional 4 square meters of fabric plus 2 square meters of the raw scrim per unit that will be removed during the bag manufacturing process for compliance evaluation (at random and at discretion). The provision and cost of this additional fabric must be included in the scope of supply in any contract.

Fabric that does not conform to the standard will need to be rejected and new material that conforms to the standard will need to be produced.

Furthermore, the *Purchaser* make provision for an additional 4 square meters of fabric plus 2 square meters of the raw scrim per unit that will be removed at the *Purchaser's* discretion during the bag manufacturing process for compliance evaluation. The provision and cost of this additional fabric must be included in the scope of supply.

Fabric batches that do not conform to the specification will be rejected. The *Purchaser* will at his own cost ensure that the non-conforming fabric and bags are replaced within the delivery time frames as specified in the contract.

2.3 Other tests and inspections and commissioning in place of use

Inspection during manufacture

5.2.3.1 The *Purchaser* carries out complete inspection at all stages of fabric and bag manufacture. The *Purchaser* repairs defects revealed during the routine quality control checks, provided the *Purchaser* demonstrates to the *Purchaser's Representative* satisfaction that such repairs do not, in any way, lessen the service life and performance of the material. The *Purchaser's Representative* may carry out a random inspection of the fabric and bags during manufacture.

5.2.3.2 The *Purchaser* submits QA data sheets including test data. The data sheets must include, as a minimum, the results for measurements of the following parameters:

- | | |
|---------------------|--|
| Raw Materials: | Certificates of compliance and source of material and periodic batch tests of all components and raw materials. |
| Fabric Manufacture: | Weight, Thickness, Air permeability, Breaking Strength and % elongation at 50 N/cm and at break, (warp and weft directions) P84 content and the Dimensional Stability (free shrinkage at 150 °C (PAN) or 180 °C (PPS) over 24 hours, warp and weft). |
| Bag Manufacture: | Length (under 5 kg tension), flat width and general compliance to Eskom Drawings. |

All certificates are to reflect the Eskom order number.

5.2.3.3 Bag Testing Requirements

Raw Materials

Certificates of compliance, source of material and periodic batch tests of all components and raw materials will need to accompany material at all stages.

5.2.3.3.2 Fabric Manufacture

The following items will need to be verified according to the required limits as per section 3.1 and 3.2 depending on the bag material standard.

- Weight
- Thickness
- Air permeability
- Breaking Strength
- Percentage elongation at 50 N/cm and at break (warp and weft directions)
- P84 content (if part of bag material)
- Dimensional Stability

- Microscopic analysis confirming cascade fabric construction.

5.2.3.3.3 Bag Manufacture

The length of the bag, flat width and compliance to bag drawing needs to be verified under a 50N load.

5.2.3.3.4 Labelling and Packaging of bags

Labels that identifies each bag with a colour and/or shape coded tag showing the batch and bag number sewn into the top outer cuff such that it may be linked to all relevant information including the name of any manufacturing Purchaser needs to be attached to newly manufactured bags. No repeatability of tags and numbers will be allowed.

The packaging needs to be clearly marked with the fabric type and order number. Any other relevant information pertaining to the particular shipment should also be marked. Each package contains approximately 10 to 15 bags to facilitate manual handling by one person.

All bags in each package needs to be packed in sealed non-transparent plastic bags. The packaging must clearly differentiate between routine bags and the trial bags.

Appendix 1: Fabric Filter Bag information sheet

Fabric Filters Information Sheet

To be completed for each offer (per trial bag type per station)

Company Details			
Company Name			
Company Address			
Contact Person			
Telephone Number		Fax Number	
Destination Company		Bag Code	

Bag Dimensions	
Length (m)	
Diameter (mm)	

Physical Characteristics		
Tensile strength	Warp (N/5cm)	
	Weft (N/5cm)	
Tearing strength	Warp (N)	
	Weft (N)	
Bursting strength (kPa)		
Air permeability (m ³ /dm ² /s) at 125 Pa		
Fabric weight (g/m ²)		
Fabric thickness (mm)		
Elongation at 50N/cm (%) warp and weft		

Snap Band Construction	
Material	
Dimensions	
Joining of snap band (i.e., describe the fitting)	

Cuff and Sock Band Construction				
Material				
Type of fibres				
Fibre sizes (denier)				
Dimensions				
Weight (g/m ²)				
Fabric Construction				
Scrim				
Type of fibre				
Weight (g/m ²)				
Fibre size (denier)				
Yarn size (no. of fibres)				
Type of yarn (spun or multifilament)				
Number of yarns per cm (warp and weft)				
Type of weave				
Batt				
Number of layers				
Surface batt				
Type of fibres				
Fibre sizes (denier)				
Weight of fibres in layer				
Other				
Second layer (if applicable)				
Type of fibres				
Fibre sizes (denier)				
Weight of fibres in layer				
Other				
Inside batt				
Type of fibres				
Fibre sizes (denier)				
Weight of fibres in layers				
Other				
Fabric Surface Finish				
Heat setting				
If yes, describe in detail (temperature, dwell time)				
Coatings				

If yes, describe in detail (type) Singed				
If yes, describe in detail (time and type of exposure) Calendered				
If yes, describe in detail (temperature, pressure, speed)				
Dimensional Stability				
Shrinkage in both directions (%) 150°C (for PAN) or 180°C (for PPS) over 24 hours	Warp			
	Weft			
Sewing Tread				
Type				
Are the bags...				
Thermowelded		Stitched		

5 List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

APPENDIX 2 (see above)

Drawing number	Revision	Title
		Refer to bag drawings number listed in Section 3.1.4 above) and the Eskom Bag Standard.

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*.

It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

Delivery schedule

As per the agreement reached between the Purchaser, the Central Project Manager and the relevant Power Station Project Manager.

2.4 Operating manuals and maintenance schedules

3 Supply Requirements

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

4 Constraints on how the *Purchaser* Provides the Goods

4.1 Programming constraints

The Purchaser delivers all bags to site as per the required delivery schedule. The Purchaser provides manufacturing and delivery schedules.

The Purchaser submits to the Purchaser's Representative the Quality Management documentation as follows:

- Contract Quality Plan Included in Tender
- Proposed Inspection and Test Plan Included in Tender
- QA/QC procedure for approval Prior to manufacturing commencement
- QA data sheets for fabric manufacture for each batch one week before bag manufacturing starts
- QA data sheets for bags manufacture with bag delivery
- The Purchaser compiles a Delivery Schedule in liaison with the Purchaser's Representative.
- The Purchaser submits to the Purchaser's Representative the Delivery
- Schedule, Accepted Programme and subsequent revisions on hard copy, as well as a software copy. The software package is Microsoft compatible (e.g. MS Project etc).

4.2 Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Purchaser* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

4.3 Marking the goods

4.4 Constraints at the delivery place and place of use

4.5 Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Purchaser's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

4.7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser</i> , <i>Purchaser</i> , and _____

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.

4.8 Documentation control

The Purchaser carries out complete inspection at all stages of fabric and bag manufacture. The Purchaser repairs defects revealed during the routine quality control checks, provided the Purchaser demonstrates to the Purchaser's Representative satisfaction that such repairs do not, in any way, lessen the service life and performance of the material. The Purchaser's Representative may carry out a random inspection of the fabric and bags during manufacture. As a minimum every 50th bag must be checked thoroughly using the developed bag inspection sheet during the manufacturing and records to be kept by the Purchaser and included in the data books.

The Purchaser submits QA data sheets including test data. The data sheets must include, as a minimum, the results for measurements of the following parameters:

Raw Materials: Certificates of compliance and source of material and periodic batch tests of all components and raw materials.

Fabric Manufacture: Weight, Thickness, Air permeability, Breaking Strength and % elongation at 50 N/cm and at break (warp and weft directions), P84 content and the Dimensional Stability (free shrinkage at 150 °C (PAN) or 180 °C (PPS) over 24 hrs, warp and weft).

Bag Manufacture: Length (under 5 kg tension), flat width and general compliance to Eskom Drawings.

All certificates are to reflect the Eskom order number.

4.9 Health and safety risk management

When required to work on Site, the *Employer's* safety file requirements shall be fulfilled by the *Contractor*.

The *Purchaser* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

4.10 Environmental constraints and management

When required to work on Site, the *Employer's* environmental management requirements shall be adhered to by the *Contractor*.

4.11 Quality

The *Purchaser* assures that they comply with the ISO 9001 Quality Management System. The Contract Quality Plan (CQP) as well as a proposed Inspection and Test Plan (ITP) in strict compliance with the product specification is to be submitted with the Tender.

The Quality Assurance (QA) data sheets for fabric are provided at least one week before the bag manufacturing commences.

The QA data sheets for bag manufacture will be provided with the bag delivery.

The *Purchaser* will inspect the quality of the fabric according to the following Eskom Research and Strategy testing methods:

METHOD	ESKOM NUMBER	EQUIVALENT STANDARD
Tearing Strength	62P4004	EN 29073-3
Air Permeability	62P4002	EN ISO 9237 / DIN 53887
Bursting Strength	62P4003	DIN 53861
Breaking Strength	62P4005	EN 29073-3
Thermal Stability	To be advised	UNI 8279/12
P84 Content	To be advised	
Area Weight	-	EN 12127
Thickness	-	EN ISO 9073-2

The *Purchaser* can view and discuss these methods or other applicable testing methods prior to contract award in order to agree about their suitability with the *Purchaser's Representative*.

All raw materials (i.e. fibre, thread, seals, etc) must come with certificates of compliance. The data books will also include the details of the tags and numbers with complete traceability to the fabric slit width roll number.

4.12 Invoicing and payment

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

The *Purchaser* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Purchaser* and the *Supply Manager*;
- The contract number and title;
- *Purchaser's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Purchasers to be paid according to Eskom's payment terms which is 30 days after receipt of valid tax invoice
Invoices to be delivered to Eskom's Document Centres

The *Purchaser* provides the *Purchaser* with a correct tax invoice showing the amount due for payment equal to that stated in the purchase order including the price adjustment as per clause X1.1.

4.13 Insurance provided by the *Purchaser*

SC3 Core Clause 84 applies

4.14 Contract change management

Any verbal instruction/communication must be backed with a written instruction, the use of minutes, letters or e mails is accepted

4.15 Provision of bonds and guarantees

The *Purchaser* may withhold payment of amounts due to the *Purchaser* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Purchaser* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Purchaser* does not affect the *Purchaser's* right to termination stated in this contract.

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

Refer core clause 11.2 (4) and 63 of the NEC3 Supply Contract (SC3)

Purchaser's design

Refer core clause 21 of the NEC3 supply contract (SC3)

Other requirements of the Purchaser's design

Refer core clause 21 of the NEC3 supply contract (SC3)

Use of Purchaser's design

Refer to specifications

Operating manuals and maintenance schedules

Refer to specifications and Purchase Order

5 Procurement

5.1 Subcontracting

5.1.1 Preferred sub-Purchasers

Subcontracting of goods and services for fabric filter bags shall be distributed across all preferred groups of BPLD, BYO, BWO and BO Purchasers to a minimum of 30% of the contract amount as stipulated in the PPPFA regulations the becomes effective on 01 April 2017. The allocation shall be 5% toward BPwD, 10% towards BWO, 5% towards BYO and 10% towards BO companies. Purchasers must focus on these preferred groups to be their enterprise development candidates in the core business of supplying fabric filter bags.

5.1.2 Limitations on subcontracting

Refer to the SD&L Requirements attached to the Invitation to Tender

5.1.3 Spares and consumables

Eskom will from time to time request urgent requirements in a form of additional requirements from Purchaser over and above the forecast shared with the Purchaser during contract duration.

6 List of drawings

6.1 Drawings issued by the *Purchaser*

As per Fabric Filter Plant Bag Standard: 240-53113965

ESKOM HOLDINGS SOC Ltd
FABRIC FILTER BAGS

CONTRACT NUMBER: CORP3594R