



## NEC3 Supply Contract (SC3)

**Between ESKOM HOLDINGS SOC LIMITED**  
**(Reg No. 2002/015527/06)**

**and**  
**(Reg No. \_\_\_\_\_ )**

**for SUPPLY AND DELIVERY OF SOOTBLOWER SPARES**  
**AS STOCK ITEMS ON AN “AS AND WHEN”**  
**REQUIRED BASIS FOR A PERIOD OF THIRTY SIX**  
**MONTHS (36) FOR DUVHA POWER STATION.**

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**CONTRACT No.**

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PART C1:

AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
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## C1.1 Form of Offer & Acceptance

### Offer

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

**Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station.**

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	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

<sup>1</sup> 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Purchaser

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

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

Name &  
signature  
of witness

Date

## C1.2 SC3 Contract Data

### Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law
		X7: Delay damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013)	
10.1	The <i>Purchaser</i> is (name):	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+2713 690 0525</b>
	Fax No.	<b>+2786 539 0050</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Vusi Jele</b>
	Address	<b>Duvha Power Station PO Box 2199 Witbank 1035</b>
	Tel	<b>+27 13 690 0164</b>
	Fax	
	e-mail	<b>JeleJV@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>Supply and Delivery of Sootblower Spares as stock items on an "As and When" required basis for a period of thirty six months (36) for Duvha Power Station.</b>
11.2(13)	The <i>services</i> are	<b>Supply and Delivery of Sootblower Spares as stock items on an "As and When" required basis for a period of thirty six months (36) for Duvha Power Station.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. Delays due to failed quality tests.</b>

## 2. Delays due to civil unrests

11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Part 3: Scope of work</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Three working days</b>
<b>2</b>	<b>The <i>Supplier's</i> main responsibilities</b>	<b>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.</b>

## 3 Time

30.1	The <i>starting date</i> is.	<b>1 June 2020 of as soon as possible thereafter</b>	
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<b><i>goods and services</i></b>	<b><i>delivery date</i></b>
		1	Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station.
			As and when required
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>Delivery schedule to be submitted one week after order placement</b>	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>Five working days following the accepted revision to the original program.</b>	

## 4 Testing and defects

42	The <i>defects date</i> is	<b>One (1) week following installation and commissioning on site.</b>	
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks (locally, SA)</b>	
	except that the <i>defect correction period</i> for Foreign repairs	<b>Four (4) weeks</b>	
42.2	The <i>defects access period</i> is	<b>Two(2) working days</b>	
	except that the <i>defect access period</i> for Foreign repairs	<b>Foreign repairs are ten (10) days.</b>	

## 5 Payment

50.1	The <i>assessment interval</i> is	<b>There will be continuous assessments upon</b>
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		<b>safe delivery of materials to site and having met all the required quality standards and signed off.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rands</b>
51.2	The period within which payments are made is	<b>Four (4) weeks after invoice received</b>
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>Damage of goods on transfer of ownership</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<b>See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data</b>
84.1	The <i>Supplier</i> provides these additional	<b>See notes in Annexure B</b>



	insurances	
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<b>The price of contract value</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><b>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.</b></p> <p><b>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</b></p> <ul style="list-style-type: none"> <li>• R15 million (fifteen million Rand) for exposure to Generation Division property;</li> <li>• R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; <ul style="list-style-type: none"> <li>• R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property</li> </ul> </li> </ul> <p><b>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</b></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:	<b>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).</b>
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	<b>R0.0 (zero Rand)</b>
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><b>(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" {choose the applicable format, then delete the others and this note}, insurance policy available on <a href="http://www.eskom.co.za/live/content.php?ItemID=9248">http://www.eskom.co.za/live/content.php?ItemID=9248</a></b></p> <p><b>and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</b></p> <ol style="list-style-type: none"> <li>1. R15 million (fifteen million Rand) for Generation Division property;</li> <li>2. R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;</li> <li>3. R1 million (one million Rand) for</li> </ol>

**Distribution Division and all other  
Purchaser's 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:	<b>Total of the Prices.</b>
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	<b>Total of the Prices.</b>
88.5	The <i>end of liability date</i> is	<b>Three (3) years after Delivery of the whole of the goods and services.</b>

**9 Termination and dispute resolution**

94.1	The <i>Adjudicator</i> is (Name)	The person selected from the Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him.
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

**10 Data for Option clauses**

<b>X2</b>	<b>Changes in the law</b>		
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		Supply and Delivery of Sootblower Spares as stock items on an "As and When" required basis for a period of thirty six months (36)	The supplier should deliver according to the accepted schedule. 5% of each late delivery per day to a

	for Duvha Power Station.	maximum of 20% of the total task order.
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<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z12 always apply for Eskom</b>
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#### **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 and the Electricity Distribution 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 substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *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.
- Z5.5 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.

## **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, "unless the *Supply Manager* should have notified the event to the *Supplier* but did not".

**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 judicial management 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.

## Annexure A: Supply Requirements

*[Notes: This template is based on the examples given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive. Please read the Guidance Notes before finalising the information given below. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]*

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2000<sup>2</sup> as follows:

Group	Category	Term	Delivery Place
E	departure	EXW	Duvha Power Station
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAF, DES, DEQ, DDU DDP	

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

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

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

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

*[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here. Before doing so read SC3 Guidance Notes pages 18 to 20 as well as the cross references to INCOTERMS included in the guidance.]*

<sup>2</sup> International Chamber of Commerce, Incoterms 2000, Paris, January 2000.

Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station. CONTRACT NO. \_\_\_\_\_

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

### The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

<b>1. The requirements for the supply are</b>	Timing as stipulated on the section 30.1 above	
<b>2. The requirements for transport are</b>	The mode of road transport to be used	
<b>3. The delivery place is</b>	Duvha Power Station	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	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	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
<b>For international procurement</b>	Undertake export requirements	N/A
	Undertake import requirements	N/A
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
	As prescribed on the following documents	
	Annexure A: Works Information	

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



## **Annexure B: Insurance provided by the Purchaser**

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

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

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

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

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

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

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

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

### **All other insurance**

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

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

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

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

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

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## Annexure C: The *Purchaser's* Panel of Adjudicators

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

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Adv. Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: [Leighton.Itholeng@eskom.co.za](mailto:Leighton.Itholeng@eskom.co.za)

## C1.2 Contract Data

### Part two - Data provided by the *Supplier*

#### Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009) and the relevant parts of its Guidance Notes (SC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data				
10.1	The <i>Supplier</i> is (Name):  Address  Tel No.  Fax No.					
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:					
11.2(11)	The tendered total of the Prices is	R , (in words)				
11.2(12)	The <i>price schedule</i> is in:	C2.2 Price Schedule				
11.2(14)	The following matters will be included in the Risk Register	1. Delays due to failed quality tests.				
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A				
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1 Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station.</td><td>As and when required</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1 Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station.	As and when required
<i>goods and services</i>	<i>delivery date</i>					
1 Supply and Delivery of Sootblower Spares as stock items on an “As and When” required basis for a period of thirty six months (36) for Duvha Power Station.	As and when required					
31.1	The programme identified in the Contract Data is contained in:					

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 [www.ecs.co.za](http://www.ecs.co.za)

63.2

The *percentage for overheads and profit*  
added to the Defined Cost is

%

PART 2: PRICING DATA

NEC3 Supply Contract

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

## C2.1 Pricing assumptions

### The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, December 2009 (SC3) core clauses states:

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is
		<ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>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,</li> <li>plus other amounts to be paid to the <i>Supplier</i>,</li> <li>less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul>
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

### 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*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before 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.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* 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. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

### **Format of the *price schedule***

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

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*

NO	Stock no	Description	Unit	Quantity	Unit price	Total Price
1	0059091	HUB FLANGE * ITEM 101 * PART NUMBER 305654-0127 * FOR DIAMOND POWER LONG LANCE SOOTBLOWER GEARBOX TYPE IK545B * AS PER FORM 10667 *	EA	11		
2	0092850	KEY: TYPE: SOOTBLOWER; STYLE: PARALLEL; MATERIAL: STL; FOR HUB FLANGE; ITEM NUMBER 104; AS PER DIAMOND POWER FORM 10667; TO FIT LONG LANCE SOOTBLOWER GEARBOX TYPE IK545B; SIZE: 9.3 MM SQUARE X 54 MM LG; PART NO: 304160-0119	EA	20		
3	0052357	CARRIAGE: TYPE: LONG LANCE SOOTBLOWER; RIGHT HAND; PRE- SERIES 1; 42MM/S TRAVEL; MODEL NO: IK 545B; REFERENCE NO: 393751- 5041;	EA	34		

4	0523575	TUBE, LANCE: LENGTH: 10.639 M; TUBE OUTSIDE DIAMETER: 60.3 MM; WALL THICKNESS: 4.9 MM; MATERIAL: SS TP304L; SOOTBLOWER FEED INNER;ISO9002; MATERIAL CERTIFICATES TO BE SUPPLIED WITH EVERY CONSIGNMENT; FOR DIAMOND IK 545B SOOTBLOWER; TUBE TO BE FITTED WITH LANCE NUT PART NUMBER 395124-1128	EA	172		
5	0089120	NUT, LOCK: DIAMETER: 1-3/8 IN; LOCKING METHOD: STL INSERT; MATERIAL: SS GR 316; BLOWER INNER LANCE ON RETRACTABLE SOOTBLOWER TYPE IK545, ITEM TO BE PROTECTED AGAINST RUST AND DAMAGE; PART NO: 395124- 1128, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	140		
6	0523576	TUBE, LANCE: LENGTH: 10.822 M; MATERIAL: 13GM04-5; NOZZLE SIZE: 22 MM; LONG LANCE SOOTBLOWER OUTER TUBE; TYPE IK545B; FITTED WITH A2 NOZZLE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	69		
7	0523617	TUBE, LANCE: LENGTH: 10.821 M; MATERIAL: 13CRM04-5; NOZZLE SIZE: 32 MM; FOR IK545B LONG LANCE SOOTBLOWER, FITTED WITH A TWO HOLE NOZZLE; NDT CERTIFICATES AND MATERIAL CERTIFICATES TO BE SUPPLIED WITH EVERY CONSIGNMENT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	90		



8	0101062	LOCKING PIN WASHER * ITEM 14 * PART NUMBER 930711-9034 * MATERIAL COPPER * SIZE 34.5MM OD X 27,0MM ID X 2,0MM THICK * FOR USE ON LONG LANCE AND GUN SOOTBLOWER POPPET VALVE * MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY CONSIGNMENT *	EA	104		
9	0106476	JOINT: DIMENSIONS: ID 41 X OD 57 X THK 5 MM; MATERIAL: CU ANNEALED; APPLICATION: GUN BLOWER; ITEM 1, FOR USE ON IR2 SOOTBLOWER; PART NO: 304634- 0117SA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	664		
10	0106279	FLANGE GASKET * FOR SOOTBLOWER POPPET VALVE * FLANGE METAFLEX GASKET * DIAMOND PART NUMBER 319587- 1128 * DIMENSIONS OF GASKET: OUTER STEEL RING 130MM OD X 98MM ID X 3MM THICK * INNER SPIRAL WIND METAFLEX SECTION DIMENSIONS: 98MM OD X 82MM ID X 4.5MM THICK * FABFLEX CODE: 2-1/2X3-600 *	EA	715		
11	0091549	NUT, HEX: DIAMETER: 5/16 IN; THREAD: UNC; FOR USE ON LONG LANCE SOOTBLOWERS IK545B; REFERENCE NO: 863013-8900; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	120		

12	0052461	SUPPORT: TYPE: LANCE/FEED TUBE AUXILIARY; MATERIAL: STL; ASSEMBLY; COMPLETE AS PER FORM 11821; INCLUDING ITEM NUMBERS 1 THRU TO 33 SOOTBLOWER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	10		
13	0061226	ADAPTOR, TUBE TO PIPE: TUBE SIZE: 1/4 IN; TUBE CONNECTION: COMPRESSION; PIPE SIZE: 3/8 IN; PIPE CONNECTION: NPT; MATERIAL: SS; PART NO: 4CM6  N/A/0040/88Q/Q5:NSF:NC:NEV MALE CONNECTOR MANUFACTURER: GYROLOK P/NO: 4CM6 DIMEN:1/4 X 3/8IN MATL: BRASS KBA: ITM: KBY: / S/LIST: M/MAN: ASMT: TRI:	EA	219		
14	0061247	ELBOW, TUBE: SIZE: 1/4 IN; CONNECTION: COMPRESSION; MATERIAL: BRS; DEGREE: 90 DEG; UNION LU, IMPERIAL, AS PER SWAGELOK CATALOG NOVEMBER 1977; REFERENCE NO: 4LU; PART NO: 4LU  MANUFACTURER: GYROLOK	EA	208		
15	0174656	PACKING ASSEMBLY * STYLE 3000 * SIZE 2,375IN X 3,125IN X 3,5IN * 10 RINGS PER SET DUVHA: KANTECH BRAND	EA	388		

16	0161354	GREASE, INDUSTRIAL: TYPE: HIGH TEMPERATURE; TEMPERATURE RATING: -20 TO 160 DEG C; THICKENER: BENTONITE CLAY; VISCOSITY RATING: 186 AT 40 DEG C; COLOR: BROWN LIGHT; CONTAINER: CAN 15 KG; GRADE: NLGI 2; TRADE NAME: CASTROL BNS; PRODUCT CODE: M16146, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; REFERENCE NO: CASTROL BNS	KG	705		
17	0052352	NOZZLE: TYPE: WALLBOX; SIZE: 25.4 MM; CONNECTION SIZE: 2 IN; CONNECTION: BSP; MATERIAL: STL; THREADED ASSEMBLY, ITEM 5, FOR IR2 SOOTBLOWER; REFERENCE NO: 390787-2026; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	129		
18	0052353	KIT: TYPE: IR2 GUN BLOWER; APPLICATION: GUN SOOTBLOWER; COMPRISING: PACKING; SCREW TUBE; ASSEMBLY; DRAWING NO: 393925-1041; REFERENCE NO: 393933-3005; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	27		
19	0052193	PIN: TYPE: DRIVE; DIAMETER: 19 MM; LENGTH: 11.5 MM; MATERIAL: STL; DAIMOND POWER, IR.2F; PART NO: 301878-0118, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	361		

20	0523577	VALVE, RELIEF: VALVE SIZE: 1/2 IN; SET PRESSURE: 8-20 BAR; TEMPERATURE RATING: 500 DEG C; CONNECTION: SCREWED; BODY MATERIAL: BS3146ANC1A; TRIM: BONNET/SEAT GRADE 431 S/S; FACE TO FACE LENGTH: 60 MM; OPERATED: STEAM/AIR; ORIFICE SIZE: 1/2 IN; APPLICATION: SOOTBLOWER POPPET; GRADE: 431; DESIGN RATING: 8-20 BAR; PRESSURE RANGE: 6-20 BAR; PART NO: 394313-1030, ; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	23		
21	0028323	GEAR, SPUR: TYPE: SPOKED WEB; TEETH: 80; OUTSIDE DIAMETER: 259 MM; BORE: 69 MM; FACE WIDTH: 23 MM; MATERIAL: STL; ITEM 31; FOR DRIVE MECHANISM ON IR2 SOOTBLOWER; DIAMETRAL PITCH: 0.316; PITCH DIAMETER: 253MM; REFERENCE NO: 393863-1144; REFERENCE NO: IR2; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	4		
22	0028324	PINION * DIAMOND POWER PART NUMBER 311746-1115 * FOR USE WITH DIAMOND POWER RETRACTABLE SOOTBLOWER TYPE IR2 WALL BLOWER	EA	130		

23	0087163	RUNNING STUD AND NUTS * SIZE 3/4 INCH UNC X 115MM LONG * EACH STUD TO BE SUPPLIED WITH TWO NUTS TO FIT A 28.0MM SPANNER * MATERIAL B7 TO BE STAMPED ON THE STUD AND TWO NUTS * MATERIAL CERTIFICATE TO BE SUPPLIED WITH EVERY CONSIGNMENT * QUALITY STANDARD SABS 0157 PART 2 *	EA	3 530		
24	0032470	BEARING, BALL: TYPE: DEEP GROOVE; STYLE: DOUBLE SEAL; INSIDE DIAMETER: 100 MM; OUTSIDE DIAMETER: 150 MM; WIDTH: 24 MM; ROW: SINGLE; DUTY: MEDIUM; PART NO: 6020-2ZC3 DUVHA: FAG OR SKF	EA	223		
25	0086466	REDUCER, PIPE: TYPE: STUD; NOMINAL SIZE: 29 X 25 MM; CONNECTION: NPT; MATERIAL: SS; FOR DIAMOND POWER SOOTBLOWER POPPET VALVE, AIR RELIEF VALVE, SERIES 60; PART NO: 930711-9035; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	62		
26	0052354	GEARBOX: TYPE: REDUCTION; ITEMS 1 TO 14 AND 16 TO 24; FOR USE ON IR2 SOOTBLOWER; PART NO: 392743-1035; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	15		

27	0086570	STUD, ALL THREAD: DIAMETER: 5/16 IN; THREAD: 18UNC; LENGTH: 1-3/4 IN; FOR USE ON LONG LANCE SOOTBLOWERS IK545B; REFERENCE NO: 394068-1129; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	34		
28	0091549	NUT, HEX: DIAMETER: 5/16 IN; THREAD: UNC; FOR USE ON LONG LANCE SOOTBLOWERS IK545B; REFERENCE NO: 863013-8900; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	120		
29	0106473	PACKING, PREFORMED: TYPE: CHEVRON; INSIDE DIAMETER: 50 MM; OUTSIDE DIAMETER: 68.5 MM; THICKNESS: 9.5 MM; MATERIAL: GRAPHOIL; SHAPE SPLIT RING, 6 RINGS PER SET, U TYPE FOR SOOTBLOWER USE; REFERENCE NO: K 359; REFERENCE NO: 3000; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	100		
30	0161354	GREASE, INDUSTRIAL: TYPE: HIGH TEMPERATURE; TEMPERATURE RATING: -20 TO 160 DEG C; THICKENER: BENTONITE CLAY; VISCOSITY RATING: 186 AT 40 DEG C; COLOR: LIGHT BROWN; CONTAINER: CAN 15 KG; GRADE: NLGI 2; TRADE NAME: CASTROL BNS; PRODUCT CODE: M16146, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; VENDORS ARE RESPONSIBLE FOR ENSURING	KG	705		

		THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
31	0069985	"VALVE, GLOBE: VALVE SIZE: 32 MM DESIGN RATING: 500 BAR CONNECTION: BW BODY MATERIAL: 13CRMO44 TRIM: SEAT STELLITED SOFTGOODS: PACKING P6 GRAPHITE STEM DESIGN: NON RISING STEM STYLE: INTEGRAL BONNET TEMPERATURE RATING: 175BAR AT 540DEG C OPERATED: HANDWHEEL SEMPELL REFERENCE NO: VKS11-320-32-13, REFERENCE NO: VKS11-320-32-01-33"	EA	7		
32	0076151	VALVE, GATE: VALVE SIZE: 125 MM; DESIGN RATING: 64 BAR; CONNECTION: BW; BODY MATERIAL: GS 17CRMO55; TYPE: WEDGE; TRIM: SEAT X20CRM017; SOFTGOODS: PACKING P0/P1; STEM DESIGN: RISING; STYLE: BONNET BOLTED; OPERATED: HANDWHEEL; SOOT BLOWER REHEAT SYSTEM ISOLATING; REFERENCE NO: KES1.64.125.100.10; REFERENCE NO: NV02S001; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	7		

33	0226271	UNIT: TYPE: CONTROL BELLOW; COMPLETE WITH SHAFT, FOR REHEAT WEIGHT CONTROL REGULATOR VALVE; DRAWING NO: N3/0210; REFERENCE NO: S3; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	6		
34	0076116	BELLOW SEAT * ITEM 3 * ON DRAWING NUMBER N3/0210 * FOR BERGEMANN WEIGHT ASSISTED PRESSURE REDUCING VALVE * TYPE S3 *	EA	1		
35	0594477	VALVE, GLOBE: VALVE SIZE: 50 MM; DESIGN RATING: 500 BAR; CONNECTION: BW; BODY MATERIAL: 10CRMO910; TEMPERATURE RATING: 547 DEG C; FACE TO FACE LENGTH: 300 MM; OPERATED: HANDWHEEL; TYPE: HIGH PRESSURE STOP; 3.2 MATERIAL AND TEST CERTIFICATES TO BE SUPPLIED WITH DELIVERY; REFERENCE NO: VA500.13.500.50; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	10		
36	0236893	UNIT, CONTROL: TYPE: SUPERHEAT CONTROL BELLOW; COMPLETE WITH SHAFT FOR SUPERHEAT WEIGHT CONTROL PRESSURE REGULATOR VALVE, BERGEMANN TYPE S2; ALL WELDING MUST BE DONE BY MEANS OF ARGON ARC; DRAWING NO: N3/0208; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	2		



37	0052193	PIN: TYPE: DRIVE; DIAMETER: 19 MM; LENGTH: 11.5 MM; MATERIAL: STL; DAIMOND POWER, IR.2F; PART NO: 301878-0118, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	361		
38	0086570	STUD, ALL THREAD: DIAMETER: 5/16 IN; THREAD: 18UNC; LENGTH: 1-3/4 IN; FOR USE ON LONG LANCE SOOTBLOWERS IK545B; REFERENCE NO: 394068-1129; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	34		
39	0066537	VALVE * SUPERHEAT CONTROL * LIST OF SPARE PARTS FOR PRESSURE REGULATOR S2 ACCORDING TO DRAWING N3/0208D *	EA	2		
40	0566944	ASSEMBLY: TYPE: RETRACTING TOOL; APPLICATION: SOOTBLOWER; INNER COUPLING SPECIFICATIONS: MATERIAL MILD STEEL; TOTAL LENGTH INCLUDING SLOTS 106MM; TOTAL LENGTH EXCLUDING SLOTS 90.5MM; WALL THICKNESS 4.4MM; OUTSIDE DIAMETER 85MM; INSIDE DIAMETER 76.2MM; MOTOR MOUNT(FACE) INSIDE DIAMETER 35MM; MOTOR MOUNT (BOLT) PCD 56MM; MOTOR MOUNT EVENLY SPACED BOLT ORIFICE (COUNT) 6; OUTER COUPLING SPECIFICATIONS: MATERIAL MILD STEEL; TOTAL LENGTH 45MM; OUTSIDE	EA	7		

		<p>DIAMETER 113.5MM; WALL THICKNESS 5MM; INSIDE DIAMETER 103.5MM; INTERLOCKING SLOTS (COUNT) 4; AIR MOTOR SPECIFICATIONS: STARTING TORQUE LB.-FT 40; SPEED AT MAX POWER 215 RPM; AIR CONSUMPTION AT MAX POWER 44 SCFM; FREE SPEED 440 RPM; STALL TORQUE 72.6 NM; AIR CONSUMPTION AT MAX POWER 1.25M<sup>3</sup>/M; STALL TORQUE 53.5 LG.-FT; STARTING TORQUE 54.2 NM; MAX POWER 1.01 KW; MAX POWER 1.35 HP; PRESSURE TEST CERTIFICATE TO BE SUPPLIED FOR MOTOR; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).</p>				
41	0109439	<p>WHEEL, ABRASIVE: GRIT: 60; SPEED: 6000 RPM; OUTSIDE DIAMETER: 80 MM; THICKNESS: 25 MM; ABRASIVE MATERIAL: EMERY; TYPE: GRINDING; FLAP MOUNTED; 6MM SHANK; REFERENCE NO: FS0805006 DUVHA: LUKAS</p>	EA	2		
42	0662098	<p>GREASE, INDUSTRIAL: TYPE: MULTI PURPOSE; TEMPERATURE RATING: -20 TO 120 DEG C; THICKENER: LITHIUM; VISCOSITY RATING: 120 AT 40 DEG C; COLOR: BROWN LIGHT; CONTAINER: DRUM 15 KG; GRADE: NLGI 3; TRADE NAME: SPHEEROL AP3; PROVIDE DATA SHEET ON EVERY DELIVERY CASTROL</p>	KG	255		

43	0083045	SCREW, CAP: DIAMETER: M12; THREAD: 2 MM; LENGTH: 50 MM; THREAD LENGTH: 50 MM; HEAD: HEX; MATERIAL: HTS; GRADE: 8.8; SIZE 1/2 X 50MM; UNC THREAD; FOR LONG LANCE SOOTBLOWER FLANGE; REFERENCE NO: 333771-1125; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	1		
44	0595194	GREASE, INDUSTRIAL: TYPE: BEARING; THICKENER: LITHIUM; VISCOSITY RATING: 130 AT 40 DEG C; COLOR: BROWN; CONTAINER: CAN 18 KG; PHYSICAL FORM: LIQUID; GRADE: NGLI 0; TRADE NAME: LONGTIME PD 00; 16 POINT MATERIAL SAFETY DATA SHEET TO BE SUPPLIED WITH EVERY DELIVERY; REFERENCE NO: LONGTIME PD 00 CASTROL	EA	19		

## PART 3: SCOPE OF WORK

Take note that the speed limit within Duvha Power Station is 40Km/h and all vehicles should be parked in reverse at designated parking areas. The following lifesaving rules also form part of mandatory requirements to anyone entering all Eskom sites.

### LIFE-SAVING RULES

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

Rule 1: Open, Isolate, test, earth, bond, and/or insulate before touch

Rule 2: Hook up at height

Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Ensure you have a permit to work

Rule 6: Report all injuries

Rule 7: Wear correct PPE at all times

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

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

## REFER TO ANNEXURE A: WORKS INFORMATIONS