



NEC3 Supply Contract (SC3)

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

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

for **SUPPLY AND DELIVERY OF WATER PLANT
INSTRUMENTATION SPARES (TRANSMITTERS,
CONDUCTIVITY & LEVEL) FOR MAJUBA POWER
STATION**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[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>	[•]

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 WATER PLANT INSTRUMENTATION SPARES (TRANSMITTERS, CONDUCTIVITY & LEVEL) FOR MAJUBA POWER STATION

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

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

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

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

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*.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the

Purchaser

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

(Insert name and address of organisation)

Name &

signature of

Date

witness

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*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	
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

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

		the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	To be communicated (TBC)
	Address	Majuba Power Station Private Bag X 1000 Volksrust
	Tel	TBC
	Fax	TBC
	e-mail	TBC
11.2(13)	The <i>goods</i> are	Supply and delivery of water plant instrumentation spares (transmitters, conductivity & level) for Majuba Power Station
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Supplier delays: Late deliveries by <i>Supplier</i>. 2. <i>Supplier</i> not able to supply spares. 3. Price fluctuations. 4. Discontinuation of spares. 5. Non-compliance to specifications. 6. Guarantees. 7. Non compliance safety e.g roadworthiness of Suppliers vehicles, and driver competency 8. Poor quality 9. Damage to goods during transport 10. Off loading delays at stores
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	Seven (7) Working Days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	1 September 2025 for a period of 60(sixty) months
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	As per the agreed lead times for each time after receiving an Eskom Purchase Order (PO)
4	Testing and defects	
42	The <i>defects date</i> is	Fifty-two (52) weeks from date of delivery of each item.
43.2	The <i>defect correction period</i> is	Two weeks
	except that the <i>defect correction period</i> for	Material failure is 16 weeks
	and the <i>defect correction period</i> for	Component failure is eight (8) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	7 (seven) working days after the delivery of items at stores a Goods Receipt (GR) will be submitted to the supplier
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any

dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	No additional risks identified
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is	

	limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R0
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	R0
88.5	The <i>end of liability date</i> is	Fifty two (52) weeks 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).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration

94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	As mutually agreed within the boundaries of South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The base date is 01 September 2025. Prices are fixed for deliver to 30 September 2026. First Contract Price Adjustment being effective from 1 October 2026. Thereafter ANNUAL CPA adjustments will be applied.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	material	75%	SEIFSA Table G-1 Electrical Engineering	SEIFSA
	Transport	10%	SEIFSA Table L2(B) Road Freight Costs	SEIFSA
		15%	non-adjustable	
		100%		
X2	Changes in the law			
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date		

X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	Performance level
		5% of total Purchase	Deliveries delayed by one week later than the agreed lead time
		7.5% of total Purchase order	Deliveries delayed by two to three weeks later than the agreed lead time
		10% of the total Purchase Order	Deliveries delayed by four or more weeks later than the agreed lead time
Z	The <i>additional conditions of contract</i> are Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

Supplier's direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 Purchaser's limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet

point, after the words "against it":

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

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

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

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z13.1 Replace core clause 84 with the following:

Insurance cover 84

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

INSURANCE TABLE A

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

Z13.2 Replace core clause 87 with the following:

Insurance by 87
the *Purchaser*

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

INSURANCE TABLE B

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

Z14 Nuclear Liability

Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that

person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos

Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

Asbestos Regulations.

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

Annexure A: Supply Requirements

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

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

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

Group	Category	Term	Delivery Place
D	arrival	DAT, DAP, DDP	

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the goods and services is:	<table> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												

31.1	The programme identified in the Contract Data is contained in:
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is %

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
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 11

defined terms 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 *price schedule* unless later changed in accordance with this contract.

Assessing the 50.2
amount due

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* 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*

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*

Item nr	Material No.	Description	Unit	Quantity	Rate	Price
1	207756	Transmitter Diff Pressure 0-300kpa TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 300 KPA; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; WORKING PRESSURE: 0-300 KPA; CONNECTION: 1/4 IN-18NPT; DIAPHRAGM MATERIAL: CERAMIC; BODY MATERIAL: ALUMINIUM; ELECTRICAL CONNECTION: M20 GLAND; APPLICATION: WTP CONTROL SYSTEM; SPECIFICATION: S PMD70; CLASSIFICATION: ATEX II 1/2G EX IA IIC T6; MOUNT: BRACKET WALL/PIPE 304; ENCLOSURE: IP66/67; MANUF P/N: PMD70-1AJH22AAU	ea	300		
2	207755	Transmitter Diff Pressure 0-600kpa TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-600 KPA; OUTPUT: 4-20 MA; SUPPLY: 12-42 VDC; WORKING PRESSURE: 0-600 KPA; CONNECTION: 12 MM; SUPPL P/N: 264DS.M.S.S.A.2.B.1.L1.B2.N2; ABB 264, SS IMPULSE TUBE	ea	300		
3	193832	Transmitter 0 - 1000mbar TRANSMITTER, DIFFERENTIAL PRESSURE: RANGE: 0-1000 MBAR; SUPPLY: 24 VDC; CONNECTION: NPT 1/4 IN; SUPPL P/N: 7MF3021-1FD11- 1AB1; -0.5-5BAR SPAN, MAXIMUM STATIC PRESSURE 400 BAR	ea	100		
4	218928	Transmitter 0 - 3000kpa Pressure TRANSMITTER, PRESSURE: RANGE: 0-	ea	100		

		3000 KPA; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; CONNECTION: 1/2 IN-NPT; SUPPL P/N: 264GSUK8BIEIBIL; MALE SS				
5	207706	Transmitter Flow 0 - 250kpa Rosemount TRANSMITTER, FLOW: TYPE: DIFFERENTIAL PRESSURE; RANGE: 0-250 KPA; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; WORKING PRESSURE: 10 MPA; CONNECTION: 1/2 IN-NPT TO 1/4 IN-NPT; BODY MATERIAL: POLYURETHANE; ALUMINIUM COATED; DIAPHRAGM MATERIAL: SS GR 316L; ELECTRICAL CONNECTION: TERMINALS; APPLICATION: AUX LP SYSTEM; ENCLOSURE: IP66; CLASSIFICATION: NON HAZARDOUS; SUPPL P/N: 2051CD3A02A1AS5M4Q40305RC52B11; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ea	200		
6	210802	Transmitter 0 - 10bar Rosemount TRANSMITTER, LEVEL: RANGE: 0-10 BAR; OUTPUT: 4-20 MA; SUPPLY: 24 VAC; CONNECTION: 1/2 IN; WORKING PRESSURE: 10 MPA; TYPE: MEASUREMENT; BODY MATERIAL: POLYURETHANE; ALUMINIUM COATED; DIAPHRAGM MATERIAL: SS GR 316; ELECTRICAL CONNECTION: TERMINALS; APPLICATION: AUX LP SYSTEM; MOUNT: CLAMP; ENCLOSURE: IP66; SUPPL P/N:	ea	50		

		2051TG2A2B21AS5M4Q40306RT12AA11				
7	0222862	TRANSMITTER PRESS: -100 TO 200 KPA;24 V TRANSMITTER, LEVEL: RANGE: 0-10 BAR; OUTPUT: 4-20 MA; SUPPLY: 24 VAC; CONNECTION: 1/2 IN; WORKING PRESSURE: 10 MPA; TYPE: MEASUREMENT; BODY MATERIAL: POLYURETHANE; ALUMINIUM COATED; DIAPHRAGM MATERIAL: SS GR 316; ELECTRICAL CONNECTION: TERMINALS; APPLICATION: AUX LP SYSTEM; MOUNT: CLAMP; ENCLOSURE: IP66; SUPPL P/N: 2051TG2A2B21AS5M4Q40306RT12AA11	ea	50		
8	210801	Transmitter 0-10Bar TRANSMITTER, PRESSURE: RANGE: 0- 10 BAR; OUTPUT: 4-20 MA; SUPPLY: 24 V; CONNECTION: 1/2 IN; ELECTRICAL CONNECTION: STD 20 MM	ea	50		
9	663477	Transmitter – DP TRANSMITTER, FLOW: TYPE: DIFFERENTIAL PRESSURE; RANGE: 0- 1 KPA; OUTPUT: 4-20 MA DC; SUPPLY: 24 VDC; WORKING PRESSURE: +/-1 KPA; BODY MATERIAL: ALUMINIUM; DIAPHRAGM MATERIAL: STAINLESS STEEL; ELECTRICAL CONNECTION: 2 WIRE; APPLICATION: MILLING PLANT; ENCLOSURE: IP67; CLASSIFICATION: CL A; SUPPL P/N: FKCW11V5-1KCY- AA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ea	50		
10	245591	Multiflex Transmitter	ea	20		

		TRANSMITTER, LEVEL: RANGE: 0-10 M; OUTPUT: 4-20 MA; SUPPLY: 220 VAC; CONNECTION: 1/2 IN; WORKING PRESSURE: 0-6 BAR; TYPE: LIQUID; BODY MATERIAL: PC; DIAPHRAGM MATERIAL: TEFLON; ELECTRICAL CONNECTION: TERMINAL; APPLICATION: GREYLINE PLC; SPECIFICATION: NEMA 4X; MOUNT: WALL; ENCLOSURE: IP68; SUPPL P/N: SLT5.0; USED ON THE WATER TREATMENT PLANT TO MEASURE THE LEVEL OF VARIOUS TANKS, THERE IS NO FIXED RANGE AS THE ITEM CAN BE CALIBRATED FOR WHATEVER IT IS NEEDED FOR				
11	0182887	Level Transmitter SWITCH, LEVEL: POTENTIAL: 24 VDC; ENCLOSURE: IP65; SUPPL P/N: LO3022; FD FAN LUBE OIL TANK; ACTION SINGLE; RANGE 100-200MM	ea	20		
12	219128	DP Transmitter 014-4kPa TRANSMITTER, PRESSURE: RANGE: 0.14-4 KPA; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; CONNECTION: 1/2 IN-FNPT; BODY MATERIAL: STAINLESS STEEL; SUPPL P/N: 264DSBSHA2BIVIEIBILI; SERIES 2600T DP, 3 WAY CONNECTION, GRADE 316	ea	50		
13	214986	Multiflex transducer HEAD: TYPE: TRANSDUCER; DIMENSIONS: WD 40 X LG 55 X HT 50 MM; MATERIAL: PVC/TEFLON; SPECIFICATION: NEMA 4X; SUPPL P/N: PZ32T; FOR GREYLINE SLT5.0 LEVEL MONITOR WITH 10 METER LONG	ea	20		

14	219046	Level Transmitter TRANSMITTER, LEVEL: RANGE: 0-10 M H2O; OUTPUT: 4-20 MA; SUPPLY: 220 VAC; CONNECTION: TERMINAL 0.55 IN; WORKING PRESSURE: 6 BAR; TYPE: ULTRASONIC; BODY MATERIAL: POLYCARBONATE; APPLICATION: ASH LEVEL; MOUNT: FIELD; SUPPL P/N: FMU 90-R11CA232AA1A; PROSONIC; ITEM SUPERSEDED BY 0685544	ea	20		
15	216973	Pressure Transmitter (ceramic) TRANSMITTER, PRESSURE: RANGE: 0- 1000 KPA; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; CONNECTION: 1/4 IN-NPT; ELECTRICAL CONNECTION: 2 WIRE; DIAPHRAGM MATERIAL: CERAMIC; TYPE: DIFFERENTIAL PRESSURE; MOUNT: PIPE/WALL; ENCLOSURE: IP67; SUPPL P/N: PMC 731 - G31P1M11M1; CERAMIC CELL	ea	50		
16	213576	Pressure Transmitter 0-250kPa) TRANSMITTER, PRESSURE: RANGE: 0- 250 BAR; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; ELECTRICAL CONNECTION: 2 WIRE; SUPPL P/N: HAD3744-A-250-000; OEM	ea	50		
17	186162	Vega 65 TRANSMITTER: TYPE: PULSE 65/LEVEL MICROWAVE; RANGE: 35 M; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; SUPPL P/N: PS65.XXKGPHKMXX; VEGA HS-CODE 90261029	ea	100		
18	650153	Vega 61 (220V) TRANSMITTER, LEVEL: RANGE: 35 M; OUTPUT: 4-20 MA; SUPPLY: 220 VAC;	ea	100		

		CONNECTION: THREAD 1/2 IN; WORKING PRESSURE: 2 BAR; BODY MATERIAL: PLASTIC 2 CHAMBER; DIAPHRAGM MATERIAL: PVDF; ELECTRICAL CONNECTION: TERMINALS; APPLICATION: HEAD TANK LEVEL; SPECIFICATION: PS61; MOUNT: FLANGE; ENCLOSURE: IP66; OEM P/N: PS61.XXAGPBRMKX; ZC1863658				
19	553053	Head Tank Level Vega Unit 1-3 (220VAC) TRANSMITTER, LEVEL: RANGE: 0-2 M; OUTPUT: 4-20 MA; SUPPLY: 220 VAC; CONNECTION: THD 3/4 IN; WORKING PRESSURE: -1 TO 40 BAR; BODY MATERIAL: SS 316; ELECTRICAL CONNECTION: GLAND; APPLICATION: AUX HEAD TANK; MOUNT: FLANGE; ENCLOSURE: IP66; IP67; SUPPL P/N: FX81.AXETBFBXRMXX; FX81.AXETBFBXRMAX; 2M BY 8MM ROD	ea	30		
20	553049	Head Tank Level Vega Unit 1-6 (24VDC) TRANSMITTER, LEVEL: RANGE: 0-2 M; OUTPUT: 4-20 MA; SUPPLY: 24 VDC; CONNECTION: THD 3/4 IN; WORKING PRESSURE: -1 TO 40 BAR; BODY MATERIAL: SS 316; ELECTRICAL CONNECTION: GLAND; APPLICATION: AUX HEAD TANK; MOUNT: FLANGE; ENCLOSURE: IP66; IP67; MANUF P/N: P-FX61.XXAGB1HKMXX; SUPPL P/N: FX81.AXATBFHXKMAX; 2M BY 8MM ROD	ea	30		
21	219139	Float switch SWITCH, LEVEL: METHOD OF	ea	100		

		<p>ACTUATION: FLOAT DIFFERENTIAL ANGLE OF 20 DEG; RANGE: ADJUSTABLE; POTENTIAL: 12-250 VAC; CURRENT: 16 A; ACTION: (2) SPDT; CONTACT ARRANGEMENT: 1NO 1NC; DIMENSIONS: DIA 80 X LG 150 MM; ELECTRICAL CONNECTION: CABLE; CABLE LENGTH: 5 M; ENCLOSURE: PP; ENCLOSURE RATING: IP68; CLASSIFICATION: NON HAZARDOUS; SPECIFICATION: ATEX; CONTACT RATING: 0.5 A; SUPPL P/N: ATMI/07XLHY</p>				
22	211231	<p>Limit Switch/Box</p> <p>HOUSING: TYPE: POSITION INDICATOR; MATERIAL: PC; SUPPL P/N: TVA-M2WYNM; LINEAR TWIST SET FOR ACTUATORS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).</p>	ea	500		
23	183564	<p>Pushbutton</p> <p>SWITCH, PUSHBUTTON: COLOR: GREEN; ELECTRICAL RATING: 250 V 2.4 W; SUPPL P/N: XB2-BA31 CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).</p>	ea	100		
24	671847	<p>Flow Switch CPP 1-6</p> <p>METER, FLOW: TYPE: LIQUID; CONNECTION: 1/2 IN; RANGE: 1-150 CM/S; MATERIAL: PBT; DESIGN</p>	ea	50		

		RATING: 10 BAR; TRIM: SENSOR: AISI 316; POWER: 60 W; POTENTIAL: 24 VDC; ENCLOSURE RATING: IP67; INSULATION CLASS: P11078/CLASS A; SPECIFICATION: SANS ISO 9001; MEDIUM: WATER; CURRENT: 80 A; SUPPL P/N: SN450-1-A4-GR				
25	194273	Conductivity Probe 2 Pole Thornton PROBE: TYPE: CONDUCTIVITY; RATING: 0.01-50000 US/CM; CABLE LENGTH: 1 M; MANUF P/N: TOLEDO ISM UNICOND 2-POLE	ea	200		
26	194272	Conductivity Probe 4 Pole Thornton PROBE: TYPE: CONDUCTIVITY; RATING: 10 UM S/CM-1 S/CM; MATERIAL: HASTELLOY CPVC; SUPPL P/N: UNICOND 4-POLE HASTELLOY CPVC; CELL CONSTANT: 1	ea	200		
27	215013	Conductivity PROBE ANALYZER: TYPE: HIGH CONDUCTIVITY; RANGE: MULTI; POWER SOURCE: 220 VAC; SUPPL P/N: M300; DUAL CHANNEL, WITH INPUT CARD, 4-20 MA; WALL MOUNTED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	ea	200		
28	214957	Analyzer – Panel mount ANALYZER: TYPE: CONDUCTIVITY; RANGE: MULTI; POWER SOURCE: 220 VAC; MANUF P/N: M300; PANEL MOUNTED; VENDORS ARE	ea	100		

		RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
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The total of the Prices

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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1. Overview and purpose of the goods and services

- a) The objective of this contract is for the *Supplier* supply and deliver the Spares as listed for use on the Water Treatment plant on Majuba Power Station for a period of Five years commencing on 01 September 2025 and ending on 31 August 2030.
- b) Purchase Orders will be created as and when required.
- c) Spares to be delivered within the lead times discussed and agreed upon by both, the *Supplier* and *Purchaser*.
- d) Any replacement items should be approved by the Engineer before delivery.
- e) Payment for the delivery of goods will be done within a month of delivery, pending the Goods Receipt (GR) confirming delivery.

2. Specification and description of the goods

- a) The goods should be supplied as per the description of each item.
- b) No replacements or alternatives will be supplied without any written consent from the Eskom.
- c) Detailed reasons and data sheets should be included in a request for consent.
- d) All items will be inspected and confirmed to be correct before at the stores before acceptance.

3. Operating manuals and maintenance schedules

- a) All items supplied should be in packaging with the operator manuals included

Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

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

4. Work to be done by the Delivery Date

- a) Spares should be delivered as per the quantities requested on the Purchase Order.

Constraints at the delivery place and place of use

5. Delivery to site.

5.1 Purchaser's Site entry and security control, permits, and Site regulations.

- a) The Chief of Protective Services may with valid cause remove any of the *Contractor's* personnel from the site, either temporarily or permanently. He may deny access to site to any person, whom, in the opinion of the Chief of Protective Services, constitutes a security risk.
- b) All vehicles used on site to be road worthy as per SA traffic law and fitted with safety belts for driver and passengers.
- c) No recruiting of casual labour may be done on the *Purchaser's* premises, including the area outside the Power Station security gate.
- d) The 5 cardinal rules will be applied, attention drawn to buckle up and be sober.

5.2 Restrictions to access on Site, roads, walkways and barricades.

- a) The *Supplier* will be restricted to the working areas associated with his place of work. The Contractor is forbidden to enter any other area and must ensure that his employees abide by these regulations.
- b) Parking inside the Power Station Boiler house area building is strictly forbidden, except for loading purposes.

5.3 People restrictions on Site; hours of work, conduct and records

- a) *Employer* normal working hours are: Mondays to Thursdays: 07:30–16:40 and Fridays: 07:30–12:30.
- b) The *Supplier* will deliver in the time as planned with the *Purchaser*. Interfacing may be required with other *Supplier* and *Purchaser* personnel working in the area.
- c) The *Supplier* must have proper means for communication, i.e. cell phone or pager system to enable *Purchaser* to communicate with the *Supply Manager* or delegated person without delay.
- d) The *Supplier* will notify the *Purchaser* immediately of problems, interferences or other factors affecting the cost, quality, or time of the works.
- e) Precautions must be taken to prevent oil spillages and oil rags to be disposed of at approved sites only.
- f) The *Supplier* provides his own transport for delivery.
- g) The following to apply to vehicle and driver safety:
- h) All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
- i) Transportation of passengers: open LDV's:

- i. With effect from 31 May 2006 no Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:
- ii. Ensure that no employee, including contractor employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.
- iii. Tools and equipment must be properly secured.
- iv. Only authorised drivers may transport passengers.
- v. Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- vi. The above must apply to on site and off site transportation of passengers.
- vii. No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. crew cabs.
- viii. The driver must ensure that no employees are transported in the back of open vehicles. This also applies to contractor and contractor employees when performing work for Eskom.
- ix. The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.
- x. The driver must ensure that their passengers are seated and wear seatbelts at all times.

5.4 Final delivery

- a) Deliveries will be to Majuba Power Station. Delivery documentation will be processed at the main stores building.
- b) Deliveries will follow a release inspection and be arranged 24 hours in advance.
- c) Offloading of goods on Majuba Power Station will be the responsibility of the *Purchaser* and the delivery will only be accommodated within the *Purchaser's* working times. No deliveries will be accepted for offloading on site after 15:00 on Mondays – Thursdays and 11:00 on Fridays..

6. Documentation control

- 6.1 All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.
- 6.2 All documentation conforms to the *Purchaser's* requirements, for approval by the *Purchaser*
- 6.3 All delivery notes to include the order number, quantities and date upon delivery of items to the Majuba Stores
- 6.4 All delivery notes to be stamped and signed by stores personal receiving the items.
- 6.5 Records of all items delivered to be kept with all delivery notes.

7. Health and safety risk management

7.1 The *Supplier* shall comply with the Power Stations 5 identified Life Saving rules when entering the Station and they are as follows:

- **RULE 1:** OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE
- BEFORE TOUCH (That is, any plant operating above 1 000 V)
- **RULE 2:** HOOK UP AT HEIGHTS
- **RULE 3:** BUCKLE UP
- **RULE 4:** BE SOBER
- **RULE 5:** ENSURE THAT YOU HAVE A PERMIT TO WORK

NOTE: Failure by any person or *Supplier* engaged in doing business with Eskom to adhere to these rules will lead to serious action being taken with serious consequences. These actions include termination of service of an individual and even blacklisting of *Supplier's* not taking the rules seriously.

7.2 No vehicle will be allowed on the Power Stations premises without seatbelts.

7.3 The *Purchaser's* security department will perform a breathalyser test before allowing anyone access to site.

8. Quality assurance requirements

8.1.1. The *Supplier* establishes and implements a system that, as a minimum, meets the requirements of the ISO 9001: 2015 certificate, or equivalent for quality Management Systems.

8.1.2 The *Purchaser* specifies within the Works Information, the Quality Management code and the application of the code, on the Enquiry / Contract / Order Quality Requirements form: Form A

8.1.3 The *Supplier* ensures that appropriate Quality requirements are placed on his Sub-contractors to comply with the Works Information.

8.1.4 The *Supplier* notifies the *Purchaser* of any proposed changes to the Quality Management System, which will affect the Contract Quality Requirements, prior to implementing such changes.

8.2 Documents to be submitted with the tender (Instructions to Tenderers)

The *Supplier* submits the following:

- i. Signed Enquiry / Contract / Order Quality Requirements form A
- i. ISO 9001: 2015 Registration Certificate of Compliance
- ii. The *Contractor* complies with the Eskom's quality requirements as specified in Standard 240-10565800 (previously QM 85).

8.3 Documents to be submitted after the Contract Award Date (Instructions to Tenderers)

The *Contractor* submits the following documents within two weeks after the Contract award date, and/or prior to the commencement of work, for acceptance by the *Purchaser*:

- i. One copy of the Quality Policy Manual.

- ii. One copy of the Quality System Procedures.
- iii. One controlled copy of the Contract Quality Plan
- iv. One copy of a Quality Control Plan required for the commencement of work
- v. One copy of the proposed Quality Dossier and / or Data Book index.

9. Invoicing and payment

9.1 To facilitate payment, the *Contractor* must ensure the following:

- a) An official 4560..... Order Number is available BEFORE delivering any spares
- b) The *Supplier* shall address the tax invoice to:
 - i. Accounts Payable Services
 - ii. Eskom Holdings SOC Limited
 - iii. Majuba Power Station
 - iv. Private Bag 9001
 - v. Volksrust
 - vi. 2470
- c) and include on each invoice the following information:
 - i. Name and address of the *Supplier* and the *Purchaser*;
 - ii. The contract and order number and title;
 - iii. *Contractor's* VAT registration number;
 - iv. The *Employer's* VAT registration number 4740101508;
 - v. A full and proper description of goods delivered and/or service/s rendered
 - vi. Quantity or volume of goods or services supplied as per the Price List;
 - vii. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
 - viii. The *Purchaser* will have to issue the *Supplier* with a Goods Receipt (GR) number after the delivery of requested goods at Majuba stores. This number indicates that the goods have been delivered and payment can be made. This number needs to be reflected together with the order number on the invoice.
- d) The invoices get submitted electronically to the following e-mail address Invoiceseskomlocal@eskom.co.za, which would provide the submitter with a reference number.
- e) Payment will be made within 30 Days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Fridays only.
- f) If CPA is applicable, the *Purchaser* and the *Supplier* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and Contract Manager must confirm the escalation with the Financial Department before it may be implemented.
- g) It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value payment of the invoice will be delayed. It

is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment

9.2 To facilitate payment, the *Supplier* must ensure the following:

- a) Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- b) All Electronic invoices must be sent in PDF format only.
- c) Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into workflow at a time.
- d) Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- e) For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centre even though you have e-mailed those invoices.
- f) A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- g) An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- h) The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- i) If there is Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Supplier* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- j) You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received, you can then send the GR number to the FSS contact centre at FSS@eskom.co.za or 011 800 5060.
- k) All queries and follow-ups on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060.

C3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

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

This section could also be compiled as a separate file.
