



NEC3 Supply Contract (SC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	The supply and delivery of mobile diesel pumps at Grootvlei Power Station.	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
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> [to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	

C1.1 Form of Offer & Acceptance

Offer

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

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The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	(Insert name and address of organisation)	Date	

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Purchaser	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199		
Name & signature of witness	(Insert name and address of organisation)	Date	

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

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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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(13)	The <i>goods</i> are	Seven (7) mobile diesel pumps
11.2(14)	The following matters will be included in the Risk Register	1. Injury to <i>Contractor's</i> employees while delivering goods (Non-compliance to the OHSAAct) 2. Industrial Action
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.

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

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11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	One (1) week, 24 hours for health and safety issues and any other emergencies.		
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
30.1	The <i>starting date</i> is.			
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	goods and services	delivery date	
		1	As stipulated on the purchase order for supply and delivery of mobile diesel pumps	As per agreed programme
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	The first week of the Contract Date.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) weeks.		
4	Testing and defects			
42	The <i>defects date</i> is	52 weeks after Delivery.		
43.2	The <i>defect correction period</i> is	Two (2) weeks		
42.2	The <i>defects access period</i> is	Seven (7) days		
5	Payment			
50.1	The <i>assessment interval</i> is	Continuous assessment upon safe delivery and having met all the required standard and signed off		
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 after assessment is completed and signed by <i>Supply Manager</i>.		
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		

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		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.
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	1.Industrial Action
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
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:	The total price of the design, manufacturing and delivery.
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The purchase order value.
88.5	The <i>end of liability date</i> is	One (1) year after Delivery of the whole of the goods and services.

9	Termination and dispute resolution			
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address			
	Tel No.			
	Fax No.			
	e-mail			
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)		
94.4(2)	The <i>tribunal</i> is:	arbitration		
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
94.4(5)	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
10	Data for Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
		0.		
			non-adjustable	
		1.00		

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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	
		Refer to Appendix A	Refer to Appendix A	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	amount	performance level	
		Refer to Appendix A	Refer to Appendix A	
Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom		
Z1	Cession delegation and assignment			
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .			
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.			
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.			
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.			
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status			
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.			
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .			

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Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> 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 <i>Supplier</i> 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 <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i> .
Z4.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> 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 <i>Supplier</i> 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 <i>goods</i> or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i> .
Z4.5	The <i>Supplier</i> 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 <i>Supply Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Supplier</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the <i>goods</i> and execution of the <i>services</i>.</p> <p>Without limitation the <i>Supplier</i>:</p> <p>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 &</p>

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	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 <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Supplier</i> , 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 <i>Supplier's</i> 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 <i>Supply Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Purchaser's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Purchaser</i> 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 <i>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Supplier</i> (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 <i>Purchaser's</i> 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 <i>Supply Manager</i> giving an instruction, changing an earlier decision or correcting an assumption".
Z9	<i>Purchaser's</i> limitation of liability
Z9.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> 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 <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> 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.

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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 <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> 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 <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the Services for this reason.
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> 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 <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

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

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

Z 13.2 Replace core clause 87 with the following:

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Insurance by the <i>Purchaser</i>		87	
		87.1	The <i>Purchaser</i> 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		

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			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 <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> 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 <i>Supplier</i> , the <i>Purchaser</i> 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 <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> 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 <i>Purchaser</i> 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 <i>Supplier's</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

Annexure A: X7 Delay damages table:

When Supplier does not meet the committed delivery date the percentage below will apply as per issued task order/purchase order value.

Title	Focus	Percentage 5%	Percentage 7.5%	Percentage 10%
Supply of mobile diesel pumps	Delivery date	Delay by one (1) day	Delay by two (2) days	Delay by three (3) days or more
SHEQ Non-conformances	SHEQ performance reports	One to two (1-2) non-conformance	Three (3) non-conformance	Above three (3) non-conformance

Annexure A X17.1 Low performance damages

When Supplier does not meet the quality standard, there will be the percentage applied below as per stated in the contract.

Title	Focus	Percentage 10%	Percentage 7.5%	Percentage 5%
Mobile diesel pumps	Poor quality and premature failures	If mobile diesel pump fail within one (1) week after delivery	If mobile diesel pump fail within two (2) weeks after delivery	If mobile diesel pump fail within three (3) weeks after delivery

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)³ and the relevant parts of its Guidance Notes (SC3-GN)⁴ 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:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td></tr> <tr> <td>3</td><td></td><td></td></tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1			2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2														
3														
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

³ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule*

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

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*

[illegible]

The total of the Prices

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PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

1.1 Overview and purpose of the goods and services

Grootvlei Power Station wants to purchase seven (7) mobile diesel pumps so that there are enough pumps for draining activities that usually happen around the common plant area during emergencies. The mobile diesel pumps are used on some of the following plants:

- Ash pump sumps and pits
- Ash plant ashing sluice ways
- Ash plant cross over valves
- Cooling towers
- Pollution dams (East Terrace, South Terrace and Coal Stockyard dams)
- Ash Water Return and Ash Dams
- Effluent plant pit and Water Treatment Plant clarifiers

The purpose for supplying the seven (7) mobile diesel pumps is to ensure that Grootvlei Power Station has enough spare mobile diesel pumps and plant redundancy with regards to dewatering and cleaning activities.

2. Scope of work

2.1. Supply and delivery of mobile diesel pumps

The supplier must be able to supply seven (7) new mobile diesel pumps, see section 3 for detailed technical specifications of the pumps required. The following is applicable to the supply of a new pump wherein:

- a) The *Supplier* shall ensure that the mobile diesel pumps are supplied with a brochure, general arrangement drawings, installation, operating and maintenance manuals, applicable certificates, and other applicable documents in a form of both hardcopy and electronically.
- b) Performance and test certificates to be provided when delivering the mobile diesel pumps. The *Supplier* must be able to perform performance test, either at the *Supplier's* premises or sub-supplied services, either of the two.
- c) All manufactured pumps and accessories must be stored indoors, in a storage area that is ventilated properly. The storage area must be clean, dry and with no ingress of dust. Eskom will not accept/grant permission to deliver goods which stored in storage areas not conforming to the above requirements. The *Purchaser* reserves a right to do inspection on the storage area of the stored equipment.
- d) The *Supplier* shall give a minimum guarantee one (2) years after the pump is put in service for mechanical defects against defects or poor design. The warranty must cover both the pumps and the engine.
- e) The *Supplier* must provide a full technical description of all the spares supplied with the mobile diesel pumps.
- f) The mobile diesel pumps must be transported to the station with care of damage.
- g) Suction and discharge pipe length of 15m as well as couplings.
- h) The mobile diesel pumps to be mounted on a trailer with wheels for ease to move around.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

3. Technical specifications and description of the mobile diesel pumps

Table 1

Description	Specification description values	Unit of measure
Capacity	250 - 400	Cubic meters per hour
Total head	40 - 75	Meters
Pump internals	1. (wear rings, shafts, impeller, lock multishift sleeve keyways etc) to be made from CD4MCu stainless steel. (submit the material data sheet)	1. CD4MCu stainless steel
Fuel tank size range	250 - 450	Litres
Coolant type	Air cooled diesel engine	Air cooled diesel engine
Suction lift requirements	Self-priming/assisted priming (Maximum static lift 6 -10m)	Meters
Solids handling capacity	(15 - 30mm)	Millimetres
Connections	6" x 6" (150mm x 150 mm)	Millimetres

2.1 The Purchaser's requirements

- As per full technical specification given on Goods Information.
- Specifications (include Environmental specification) and drawing Numbers (where applicable)
- The *Supplier* implements a quality system and maintains the quality system until the delivery of all mobile diesel pumps.
- The system will be to the *Purchaser's* satisfaction and will be accepted prior to the signing of the contract.
- The *Supplier* will be subject to periodic audits by the *Purchaser* in order to ensure compliance with the system.
- Any deviations will be corrected to the *Purchaser's* satisfaction.

2.2 Supporting documents supplied by Purchaser

The *Supplier* shall comply with all the following procedures / documentations.

The following documents will be supplied within one week of the contract being signed:

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<i>Supplier</i>
240-28981069	Environmental Policy	<i>Purchaser</i>
240-29259745	Environmental non-conformances	<i>Purchaser</i>
240-30854758	Environmental spillage management procedure	<i>Purchaser</i>
240-29828394	Waste management	<i>Purchaser</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Purchaser</i>
	Site Regulations	<i>Purchaser</i>
32-93	Eskom Vehicle and Driver Safety Management procedure	<i>Purchaser</i>
32-345	Eskom Vehicle Safety Specification	<i>Purchaser</i>
32-421	Cardinal Rules	<i>Purchaser</i>
32 - 5	Incident Management Procedure	<i>Purchaser</i>
36 - 583	Cellular phone usage whilst driving and working	<i>Purchaser</i>
GVL T 0391	Contract Quality management	<i>Purchaser</i>
240-1289988974	Incorporating Cataloguing into the Procurement Environment,	<i>Purchaser</i>
240-105658000	Supplier Quality Management: Specification	<i>Purchaser</i>

These documents and standards may be reviewed from time to time. In all cases, the latest revision will be applicable, unless the *Purchaser* indicates otherwise in writing.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

2.3 Packing, transport and offloading

- a) The *Supplier* will be responsible for the supply and delivery of the mobile diesel pumps to Grootvlei power station.
- b) The *Supplier* implements a quality system and maintains the quality system until the delivery of all the mobile diesel pumps.
- c) The system, will as a minimum, comply with the provisions of the ISO9001 standard.
- d) The system will be to the *Purchaser's* satisfaction and will be accepted at the inception of the *contract*.

2.4 Delivery to site

- a) The *Supplier* shall be responsible for the transportation of the mobile diesel pumps delivered to Grootvlei Power Station – Main Stores.
- b) Ownership will only be transferred to the *Purchaser* upon payment.
- c) The *Supplier* provides a programme and resource schedule for the works.
- d) Bar charts or other reporting formats, as may be required by the *Purchaser*, are provided indicating start and completion dates, inspection dates, milestones and resources.

2.5 Supply before award of contract

The *Supplier* will provide the following before the contract is awarded:

- a) Mobile diesel pumps certificates to be provided by the *Supplier* upon delivery.

2.6 Supply on delivery

The *Supplier* will provide the following documentation when delivering the *goods*:

- (a) The *Supplier* shall provide detailed operating and maintenance instructions for the proper use of the goods as specified by the original equipment manufacturer (OEM) for the first delivery of each item.
- (b) The *Supplier* must provide two hard copies and one soft copy (such as PDF) of the instructions to the *Purchaser* where it is required.
- (c) The *Supplier* must provide a full technical description of all the spares supplied under this contract.
- (e) The details shall include as a minimum the following:
 - (i) Purchase Order Number
 - (ii) Part Description
 - (iii) Manufacture
 - (iv) Part Number
 - (v) Drawing number
 - (vi) Eskom Material number

3. Constraints on how the *Supplier* Provides the Goods

- a) All *subSuppliers* must be approved by the *Purchaser*.
- b) If the *Supplier* is uncertain of the approval status of a vendor, the *Supplier* must formally request confirmation from the *Purchaser*.
- c) The *Supplier* does not procure the services of a *subSupplier* without the prior written approval of the *Purchaser*.
- d) Interface between the *Purchase* and the *Supplier* is of utmost importance.
- e) No compensation is payable if the *Supplier* arrives on site without prior arrangement with the *Purchaser*.
- f) The *Supplier* may only continue with delivery of goods when all deficiencies have been corrected to the *Purchaser's* satisfaction.
- g) The *Supplier* shall have no claim against the *Purchaser* in respect of delay due to the above.
- h) The *Supplier* ensures that all items to be supplied are to the standard and quality accepted by the *Purchaser* and ensures that they are suitable for the purpose intended by the manufacturer.
- i) The *Purchaser* will do a physical inspection prior to delivery of the goods.
- j) An assessment of work done will be conducted on the 25th of each month.
- k) If agreed, the *Supplier* will invoice the *Employer* within a day from the assessment and the *Supplier* shall submit the invoice with the agreed amount to the Accounts Payable Section and not to the *Supply Manager*.
- l) The *Supplier* will hand over the right of use the goods to the *Purchaser* on completion date.
- m) The *Supplier* carries the insurance for the goods until it is handed over to the *Purchaser* on the completion day. (Should there be any cost incurred during delivery or offloading, it will be for the *Supplier's* cost)

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

- n) The *Employer* will provide Integrated Business Improvement (IBI) training and safety induction to the *Supplier*. This training is compulsory to the Supplier and *Supplier's* staff.
- o) Execute the Scope of Works with due regard for *Purchaser's* safety, health, environmental and quality requirements specified herein.
- p) Comply with all Eskom Life-Saving Rules and other safety requirements referenced herein.
- q) Familiarise themselves with all technical requirements referenced in this document.
- r) Communicate all risks and mitigations associated with activities in this Scope of Works as they become apparent.
- s) The *Supplier* and their sub-suppliers are required to have suitable premises with the required tools, and equipment to be able to conduct the Scope of Works. Eskom reserves the right to inspect the workshop premises at any time during the duration of the services/contract (with prior notice of at least 24 hours) to ensure that it is suitable and is kept up to standard. The *Supplier* shall acknowledge receipt of request and confirm availability.
- t) Never divulge information that is regarded as confidential or privileged or which may be regarded as bringing disrepute or perceived to potentially bring disrepute to the *Purchaser*, to third parties under any circumstances.
- u) Obey all laws pertaining to the National Key Points Act. It is expressly forbidden to take photographs of anything while inside the *Purchaser's* premises unless prior permission has been granted in writing to do so.

4. Work to be done by the Delivery Date

All batch requirements must be delivered by the delivery date.

5. Service & other things to be provided by the *Purchase or Supplier*

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<i>Supplier</i>
	Spares Insurance Cover	<i>Supplier</i>

6. Management meetings

The meeting between both parties will be arranged and conducted whenever the need arises. Meetings will be held at Grootvlei Power station in the Auxiliary Boardroom

7. Health and safety risk management

- (a) The *Supplier* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *goods*.
- (b) The *Supplier* shall, when coming on site (Grootvlei Power Station), abide by the Life Saving Rules.
- (c) These will be provided by the *Purchaser* on the start of the contract.
- (d) The *Supplier* shall also abide by the Grootvlei's Safety, Health and Environmental Specifications for Contractors Procedure, 240-30008949, which will also be provided by the *Purchaser*.
- (e) The *Purchaser* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property.
- (f) This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.
- (g) The *Supplier* will report any incident and accidents to Grootvlei Power Station immediately when it occurs.
- (h) This report does not relieve the *Supplier* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

8. Environmental constraints and management

- (a) The *Supplier* shall comply with Grootvlei Power Station environmental management system.
- (b) This includes the identification, collection, storage, transportation and disposal of waste.
- (c) Hazardous waste shall be disposed off in line with the applicable environmental legislation.
- (d) It is important to note that all spillages must be cleaned immediately and reported to the Supply Manager as soon as possible.
- (e) It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

(f) The cleanup cost is for the *Contractor's* account.

9. Invoicing and payment

(a) Within one week of receiving the goods, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the Purchase Order number per batch order.

(b) The *Supplier* shall address the tax invoice to *Purchaser* as follows and include on each invoice the following information:

Eskom Holdings SOC Ltd
Finance Department (Account Payable Section)
Grootvlei Power Station
Private Bag X
GROOTVLEI
2420

and include on it the following information:

Name and address of the *Supplier*;
The contract number and title;
Supplier's VAT registration number;
The *Employer's* VAT registration number 4740101508;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Purchase Order number as provided by the *Employer* on monthly basis

(c) Invoices must be submitted to invoiceseskomlocal@eskom.co.za .

10. Insurance provided by the *Purchaser*

Below is information with regards to the Eskom Insurance Management Service, for in case the *Contractor* has any questions with regards to insurances:

Eskom Insurance Management Services (EIMS) Contact Details:

Contact Person	Contact Number	E-mail address
Mr Wiseman Khoza	+27(0)11 800 6286	wiseman.khoza@eskom.co.za
Ms Thembi Mabanga	+27(0)11 800 6509	thembi.mabanga@eskom.co.za
Ms Mamosidi Katane-Mathibela	+27(0)11 800 6380	KataneE@eskom.co.za
Ms Beverley Jemaine-Cain	+27(0)11 800 3331	Beverley.jemaine-cain@eskom.co.za
Mr Krishan Chaithoo	+27(0)11 800 4455	Krishan.chaithoo@eskom.co.za
Mr Velaphi Mabaso	+27 (0)11 800 3836	velaphi.mabaso@eskom.co.za

EIMS General Information:

Fax Number: +27 11 507 5758
Telephone Number: +27 11 800 4466

11. Plant and Materials

11.1 Quality

(a) The *Purchaser* is ISO 9001 certified; therefore the *Supplier* will be expected to implement a quality system and maintains the quality system until the completion of this contract.

(b) The *Supplier* will comply with the provisions of the ISO 9001 series

(c) The *Supplier* will work according to the *Purchaser's* standards, specifications, guidelines and procedures.

(d) Where no standards, specifications, guidelines and procedures are available, the *Supplier* will work according to the Generation Quality manual and professional guidelines.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

11.2 Plant & Materials provided “free issue” by the *Purchaser*

The *Purchaser* will offload the *Goods* on site

12. Tests and inspections before delivery

- (a) Tests and or inspections maybe done by the *Purchaser* before delivery to site as and when required by the *Purchaser*, depending on the item and or spare that is required.
- (b) **Note** - Increase quality and delivery from the supplier eliminates the problem of the *Purchaser* receiving poor quality goods which will have to be returned to the supplier.

13. Completion, testing, commissioning, and correction of Defects

- (a) All work to be done by the Completion Date.
- (b) The mobile diesel pumps must conform to the specifications stated in the goods information.
- (c) The mobile diesel pumps must perform according to the specifications stated in the goods information.

14. Employer's site entry and security control, permits, and site regulations

14.1 Equipment

- (a) Any Equipment, or appliances, used by the *Supplier* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition.
- (b) The *Purchaser* has the right to stop the *Supplier's* use of any Equipment which, in the opinion of *Purchaser*, does not conform to the foregoing.
- (c) Off-loading and material handling Equipment such as cranes and fork lifts are not available on site and if required is to be provided by the *Supplier*

14.2 Site Regulations

- (a) Note that the speed limit on the site is 40 Km/h.
- (b) The vehicle permit of any persons contravening any traffic act on site is cancelled.
- (c) The *Supplier* complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Purchaser's* offices.
- (d) Before goods are delivered on Site, an inaugural meeting is held with the *Supplier* and the *Purchaser*, to explain in detail all requirements of the Site Regulations.
- (e) The *Supplier* is issued with a file of current Site Regulations on arrival.
- (f) The file remains the property of the *Purchaser* and the *Supplier* is responsible for its maintenance and updating to include new or revised regulations as issued by the *Purchaser* during this contract.

14.3 Security

- (a) The *Supplier* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.
- (b) All persons entering the Grootvlei Site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Supplier's* staff on request .
- (c) All persons submit ID documents or Driver's Licences with the application for temporary permits.
- (d) If the *Supplier* will be on site for more than three (3) consecutive days, it is required that they go for a medical check and the cost will be for the *Supplier*.
- (e) If it is necessary to bring Equipment onto site a list is submitted which is verified by security staff prior to Equipment entering the security area.
- (f) If any *Supplier's* staff are transferred from Grootvlei or leave Site, the person's permit is handed over to the *Supervisor*.
- (g) The *Supplier* ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- (h) No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site.
- (i) No 'Private Work' is carried out for or on behalf of any Eskom employee.
- (j) Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.
- (k) The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the Site are out of bounds to the *Suppliers* staff.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

15. People restrictions, hours of work, conduct and records

It is very important that the *Supplier* keeps records of his people working on the Affected Property, including those of his Subcontractor and the *Supply Manager* shall have access to them at anytime.

Employer's Working Hours

The normal working hours are as follows:

Mondays – Thursdays: 07h15 – 16h30

Fridays: 07h15 – 12h15

Lunch breaks are 30 minutes from 12h00

The *Supplier* is required to stick to the *Employer's* working times

16. Health and safety facilities on the Affected Property

Medical facilities

(a) Ambulance and first aid facilities are available on the Main Station Terrace.

(b) The *Supplier* provides, at his cost, a First Aid service to his employees.

(c) In the case where these prove to be inadequate, like in the event of a serious injury, the *Purchaser's* Medical Centre and facilities will be available.

(d) Outside the *Purchaser's* office hours, the *Purchaser's* First Aid Services will only be available for serious injuries and life threatening situations.

(e) The *Purchaser* will be entitled, however, to recover the costs incurred, for the use of the above *Purchaser's* facilities, from the *Supplier*

17. Records of the *Supplier's* Equipment

(a) The *Supplier* must declare his equipment by the security gate before he can enter the premises, and all the equipment must be listed on paper and a security officer must sign.

(b) The *Supplier* must keep that record and he will produce it by the security gate when he is leaving the premises with the equipment.

18. Site services and facilities

Provided by the *Employer*

18.1 Roads

(a) Main access roads are surfaced and complete and may be used by the *Supplier* with the necessary care.

(b) The *Employer* maintains the site roads, described above, to a fair condition.

(c) Any costs incurred by the *Supply Manager* from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

18.2 Lay down

(a) No plant, material and equipment lay down areas are permitted on the terrace.

(b) The *Supplier* delivers all plant, materials and equipment to the point of erection as and when needed. Plant, materials and equipment not used within 14 days are removed from the terrace and stored in the site yard.

18.3 Safety and accident prevention

(a) The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property.

(b) This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.

(c) The *Supplier* is expected to fully co-operate to achieve this objective.

(d) The *Supplier* will report any incident and accidents to Grootvlei Power Station within 24 hours.

(e) NOTE! This report does not relieve the *Supplier* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The supply and delivery of mobile diesel pumps at Grootvlei Power Station.

18.4 Confidentiality

- (a) This document in its entirety is for the sole use of the *Employer*.
- (b) No part of this document may be discussed, distributed, disseminated, copied or transmitted in any form to any third party without the prior consent of the *Employer*.

18.5 Access to site

- (a) Access to site shall be in line with the Grootvlei Power Station's access procedure.
- (b) All *Suppliers* shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period.
- (c) A permit shall only be issued once the *Supplier* has attended the safety induction and has undergone medical checks.
- (d) All the assets must be declared and registered with security upon entering site.
- (e) This includes portable assets such as a laptop.
- (f) The record must be kept on the OV18 form.
- (g) No asset shall be removed from site if the OV18 form is not attached.
- (h) The *Supplier* shall have no claim against the *Purchaser* in respect of delay at the security main gate
- (i) The purchaser will make available access to all the required offices as agreed on the programme

18.6 Environment

- (a) The *Supplier* shall comply with Grootvlei Power Station environmental management system.
- (b) This includes the identification, collection, storage, transportation and disposal of waste.
- (c) Hazardous waste shall be disposed off in line with the applicable environmental legislation.
- (d) It is important to note that all spillages must be cleaned immediately and reported to the *Purchaser* as soon as possible.
- (e) It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

18.7 Recruitment of semi-skilled workers

Eskom Holdings SOC Limited's requirements regarding employment of semi-skilled workers are as follows:

- (a) "Grootvlei Power Station requires that during recruitment of unskilled or semi-skilled labour, a *Supplier* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from the local community (Dipaleseng Municipality) and will only resort to other avenues if the local community cannot provide the requisite resources.
- (b) To engage in the above recruitment process, you may contact the local Job Seekers and Grootvlei Stakeholder Management.
- (c) The *Supplier* shall under no circumstances be allowed to recruit labourer(s) at Eskom Grootvlei main security gate.

19. Cataloguing requirements by the *Supplier*

The *Contractor* will be required to provide cataloguing information and labelling of all items with Eskom catalogued data, after contract award