



## NEC3 Supply Contract (SC3)

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

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

**for The supply and delivery of Filter Part Spares**

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**Enquiry No. MPGXC006600**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

### The Supply and Delivery of Filter Part Spares

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 <sup>1</sup>	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:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed 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, Majuba Power Station, Private Bag 9001, Volksrust, 2470**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

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

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.

	<b>For the tenderer:</b>	<b>For the Purchaser</b>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____ <i>(Insert name and address of organisation)</i>	<b>Eskom Holdings SOC Ltd, Majuba Power Station, Private Bag 9001, Volksrust, 2470</b>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 SC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	(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):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Supply Manager</i> is (name):	<b>Khaya Gumede</b>
	Address	<b>Private Bag 9001, Volksrust, 2470</b>
	Tel	<b>017 799 3447</b>
	e-mail	<b>DlaminKa@eskom.co.za</b>
11.2(13)	The <i>goods</i> are	<b>The supply and delivery of filter part spares</b>
11.2(14)	The following matters will be included in the Risk Register	<b>A Risk Register is to be maintained throughout the contract period</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two [2] weeks</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, [www.ecs.co.za](http://www.ecs.co.za).

2	<b>The <i>Supplier's</i> main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	01 August 2021 over a period of 60 months, extending to 31 July 2026
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	1 weeks after Delivery.
43.2	The <i>defect correction period</i> is	4 weeks
42.2	The <i>defects access period</i> is	1 days
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Between the 24 <sup>th</sup> day of each successive month.
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	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics

		used in this section are identified elsewhere in this Contract Data.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>1. None</b>
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<b>See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data</b>
	1. Insurance against	<b>Loss of or damage to the <i>goods</i>, plant and materials.</b>
	Cover / indemnity is	<b>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</b>
		<b>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</b>
	The deductibles are	<b>See notes in data for clause 88.2 below and Annexure B</b>
84.1	The <i>Supplier</i> provides these additional insurances	<b>See notes in Annexure B</b>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<b>Eskom will not provide "free issue" plant or materials for this contract</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract for any one event is:	<p><b>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</b></p> <p><b>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</b></p> <ul style="list-style-type: none"> <li><b>R15 million (fifteen million Rand) for exposure to Generation Division property;</b></li> <li><b>R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and;</b></li> <li><b>R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property</b></li> </ul> <p><b>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130</b>



	injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx", insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> <li>• R15 million (fifteen million Rand) for Generation Division property;</li> <li>• R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;</li> <li>• R1 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property</li> </ul> <p>See notes in Annexure B</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 of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	Twelve [12] months 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration
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		<b>Foundation of Southern Africa (AFSA).</b>
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>)</b>
94.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
94.4(5)	The place where arbitration is to be held is	<b>As mutually agreed within South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

## **10 Data for Option clauses**

### **X1 Price adjustment for inflation**

X1.1 The *base date* for indices is

The proportions used to calculate the annual Price Adjustment Factor are:

#### **The tendered date**

<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
<b>15%</b>	<b>Fixed</b>	
<b>25%</b>	<b>Transport</b>	<b>SEIFSA</b>
<b>25%</b>	<b>Materiel</b>	<b>SEIFSA</b>
<b>35%</b>	<b>Materiel</b>	<b>SEIFSA</b>
<b>0.10</b>	<b>non-adjustable</b>	
<b>1.00</b>		

### **X2 Changes in the law**

X2.1 A change in the law of

**South Africa is a compensation event if it occurs after the Contract Date**

### **X7 Delay damages**

No.	Description	<i>Employer's Requirement</i>	Damages payable by <i>Contractor</i>
1	On time delivery to Majuba Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of the total purchase order if an order is delivered one week later, 7.5% of the total purchase order if an order is delivered two to three weeks later and 10% of the total purchase order delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order
2	All Filter Part Spares	All Filter Part Spares out of spec before lapse of warranties and guarantees must be removed from plant and be replaced within 31 days from the date it was officially reported to the supplier and the supplier to bear all the cost and risk of replacing the out of spec grease	Period between 32 days to 45 days penalties of 5% will be charged from the total cost of the item, period between 46 days to 59 days penalties of 7.5% from the total cost of the item, 60 days and above 10% of the total cost of the item failed will be charged as penalties
3	Packaging and Preliminary Marking of goods before delivery	All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation purposes items that are not adhering to packaging and markings will be rejected upon delivery and the marking should be as follows Name of the Supplier, Purchase Order Number, Material Number, Part Number and Serial Number and Delivery date	6% of the total purchase

**Z**      **The additional conditions of contract are**

**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.

- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 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.

The Supply Requirements for this contract are as follows:

<b>1. The requirements for the supply are</b>	As stated in the contract document	
<b>2. The requirements for transport are</b>	As stated in the contract document	
<b>3. The delivery place is</b>	Majuba Stores Receiving Majuba Power Station	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Included in tendered rates
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	As stated in the contract document
<b>For international procurement</b>	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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



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

*These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.*

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

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

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

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

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

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

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

### **All other insurance**

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

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

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

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## 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:	ZAR
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> are	Stated in the Price List
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
C2.1	Pricing assumptions
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:

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

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

### Function of the Price Schedule

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

### Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;

- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

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

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

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

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

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

## C2.2 the *price schedule*

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
1	24874	FILTER, OIL: TYPE: CHANGEOVER; MATERIAL: STL; FOR USE ON LUBE OIL SYSTEM; PART NO: BDK-3-500-HB80-NB16-TXX8C, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
2	67491	FILTER, ELEMENT: DIMENSIONS: ID 25 X OD 45 X LG 210 MM; MATERIAL: GLASS FIBER; FILTERING RETENTION: 200 UM; R920-H-0803A; PART NO: HC9020FDP8H, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	600		
3	172902	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 500 X THK 50 MM; MATERIAL: FIBER SYNTHETIC; FILTERING RETENTION: 2 UM; BONA BRAND ONLY; GALVANIZED FRAME WITH EXPANDED METAL SCREEN WITH BAGS, TO BE DUSTPROOF PACKED; PART NO: 01-100-060, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	600		
4	172904	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 600 X THK 50 MM; MATERIAL: SYNTHETIC NON WOVEN; GALVANIZED FRAME WITH EXPANDED METAL SCREEN WITH BAGS, TO BE DUSTPROOF PACKED; PART NO: 01-100-056, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
5	172906	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 595 X WD 300 MM; MATERIAL: GLASS FIBER/ACRYLIC BONDING; FILTERING RETENTION: 663.95 PCT; KRAFT, SEPERATION IN A GALVANISED STEEL FRAME WITH NO HEADER, TO BE DUSTPROOF PACKED; PART NO: MICROCELL, SUPPLIER: UNKNOWN; PART NO: 01-200-110, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT	300		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
		THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
6	172907	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 600 X LG 600 MM; MATERIAL: FRAME GALV; MEDIUM SYNTHETIC NON WOVEN; FILTERING RETENTION: 85 PCT; TO BE DUST PROOF PACKED; PART NO: 01-150-125, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5000		
7	190394	FILTER, OIL: TYPE: COALESCER; DIMENSIONS: ID 89 X OD 152 X LG 730 MM; MICRON: 5 UM; FOR USE ON LUB OIL PURIFIER MODEL V180, FILTERS MUST BE SEPERATELY PACKED IN SEALED PLASTIC BAGS TO PREVENT DUST INGRESS AND NOT TO BE OPENED TILL READY FOR USE; PART NO: CB28, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
8	190395	FILTER, OIL: TYPE: COALESCER; DIMENSIONS: ID 89 X OD 152 X LG 370 MM; MICRON: 5 UM; FOR USE ON OIL PURIFIER V180, ITEM TO BE PACKED IN PLASTIC AND CARTON TO PREVENT DUST AND MOIST INGRESS AND NOT TO BE OPENED UNTIL READY FOR USE; PART NO: SS614FD, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
9	193805	FILTER, ELEMENT: DIMENSIONS: ID 60 X OD 160 X LG 30 MM; MATERIAL: SS; FILTERING RETENTION: 125 UM; FOR USE ON YARWAY LEAK-OFF VALVE; PART NO: 10, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
10	194116	FILTER, OIL: TYPE: LUBE; DIMENSIONS: ID 58 X OD 100 X LG 395 MM; MATERIAL: SS; MICRON: 20 UM; PART NO: D68804, SUPPLIER: UNKNOWN; PART NO: 3003737/25G, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
11	194117	FILTER, ELEMENT: TYPE: LUBE OIL; DIMENSIONS: ID 85 X OD 150 X LG 735 MM; MATERIAL: CLOTH; PART NO: PF 2001, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
12	211026	FILTER, ELEMENT: CONFLO AIR TECH; PART NO: E7-PV, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
13	211027	FILTER, OIL: CONFLO AIR TECH; REMOVAL; PART NO: E5-PV, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
14	211132	FILTER: TYPE: MILL MAIN GEARBOX; MAHLE; 768.099.4; DRAWING NO: 40; REFERENCE NO: 31.03.00; PART NO: PI8315, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
15	213699	FILTER, OIL: DIMENSIONS: 80 MM; MATERIAL: BETAMICRON-2N; MICRON: 10 UM; OEM HYTEC; PART NO: 0080MA010BN, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
16	213937	FILTER, OIL: DIMENSIONS: 170 MM; MATERIAL: PAPER; MICRON: 10 UM; INTERNORMAN, D-68804, ALTLUSSHEIM, 01.E 90.10VG.30.E.P, MILL MAIN MOTOR LUBE; PART NO: 300104-10VG, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	600		



Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
17	214078	FILTER, ELEMENT: DIMENSIONS: 116 X 47 MM; FILTERING RETENTION: 10 UM; MILL QUICK CLOSE DAMPER, MP FILTRI, ITALY; PART NO: HP065-2-A10-AH, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
18	215141	FILTER, OIL: DIMENSIONS: 115 X 70 MM MATERIAL: PAPER MICRON: 10 UM PART NO: P3.0712-01 E39 PART NO: D115-71 VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER.	700		
19	217209	FILTER: TYPE: BREATHER; FOR FRF TANK; PART NO: HC0293SEE5, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
20	217768	FILTER, ELEMENT: TYPE: CARTRIDGE; DIMENSIONS: 720 X 450 MM; MATERIAL: VILEDON; PART NO: FE2504, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
21	224557	FILTER: TYPE: BARCO DUST; DIMENSIONS: WD 180 X LG 230 X HT 50 MM; MATERIAL: PAPER; MICRON: 5 UM; PART NO: R9842800, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
22	225884	FILTER: DIMENSIONS: ID 340 X OD 450 X LG 700 MM; MATERIAL: PP NON WOVEN; MICRON: 16 UM; MODEL NO: FE2509/47; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
23	231610	FILTER, ELEMENT: TYPE: AIR SECONDARY WASHABLE; DIMENSIONS: SQ 600 X WD 300 MM; DUST SPOT, ARRESTANCE 99 PCT, RATED FLOW 3400 CU/M/H, INITIAL PRESSURE LOSS 60 PA, FINAL PRESSURE LOSS 600 PA, DUST HOLDING CAPACITY 680G; EFFICIENCY: 85 PCT; PART NO: CC-85PCT ( WITH HEADER ), SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	700		
24	231626	FILTER, OIL: MATERIAL: STL; MICRON: 10 U; SSC HYDRAULIC PAC; PART NO: HEK50-20-180-AS-FG010; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
25	244171	FILTER, ELEMENT: TYPE: HILITE-A; DIMENSIONS: ID 2-1/2 X OD 7 X LG 18 IN; MATERIAL: ALUMINA ACTIVATED; FILTERING RETENTION: 10 UM; REFERENCE NO: AT 718-00-CN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	600		
26	245301	FILTER, AIR: TYPE: DUST; DIMENSIONS: DIA 75 X LG 80 MM; MATERIAL: PAPER ORGANIC; MICRON: 10 UM; APPLICATION: TIPLER TRAIN POSITIONER, MAJUBA; SHAPE: CYLINDRICAL; , SUPPLIER: HAGGLUNDS DRIVES SA; PART NO: 577 6723-009, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
27	245307	FILTER, AIR: TYPE: DUST; DIMENSIONS: DIA 75 X LG 80 MM; MATERIAL: PAPER ORGANIC; MICRON: 10 UM; APPLICATION: TRAIN POSITIONER MAJUBA; SHAPE: CYLINDRICAL; , SUPPLIER: HAGGLUNDS DRIVES SA; PART NO: 577 6723-008, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
28	245308	FILTER, ELEMENT: TYPE: DUST; DIMENSIONS: DIA 80 X LG 400 MM; MATERIAL: GLASS FIBER INORGANIC; FILTERING RETENTION: 10 UM; USED ON THE TIPPLER TRAIN POSITIONER, MAJUBA; , SUPPLIER: HAGGLUNDS DRIVE SA; PART NO: 478 3233 622, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
29	251657	FILTER, OIL: TYPE: PURIFIER; MICRON: 20 UM; APPLICATION: CONTROL OIL; MAJUBA; W/HYDAC FILTER ELEMENT; , SUPPLIER: HYTEC; PART NO: 02 40DO20BN4HC, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
30	559703	FILTER, AIR: DIMENSIONS: ID 69 X OD 114 X HT 253 MM; MATERIAL: PLASTIC; MICRON: 5; APPLICATION: SMOKE STACK; IP 54; REFERENCE NO: 5306091; PART NO: C11100; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
31	579698	FILTER: TYPE: PARTICULATE DISC; DIMENSIONS: DIA 110 X DP 10 MM; MATERIAL: POLYESTER; POLYPROPYLENE; MICRON: 99 U; MEDIUM: LEGIONELLA; SPECIFICATION: EN143:2000 P2; CONTAINS ADVANCED ELECTRET MEDIA FOR MAXIMAL FILTRATION EFFICIENCY AND LIGHT WEIGHT; LOW BREATHING RESISTANCE; DURABLE WATER RESISTANT AND FLAME RETARDANT; BAYONET FITTING ENSURES PRECISE AND SAFER LOCKING; CAN BE USED ON HALF AND FULL FACE MASKS; ABLE TO BE USED FOR PROTECTION FROM MECHANICALLY AND/OR THERMALLY GENERATED PARTICULATES SUCH AS DUSTS; MISTS; WELDING FUMES; SMOKES AND BIOLOGICAL AGENTS SUCH AS LEGIONELLA; Q FEVER AND ANTHRAX; DISC FILTER 2125 IS CAPABLE OF PROVIDING PROTECTION AGAINST PARTICLES AT LEVELS UP TO TEN TIMES THE EXPOSURE STANDARD ON A HALF FACE MASK AND UP TO FIFTY TIMES THE EXPOSURE STANDARD ON A FULL FACE MASK; UNIQUE IDENTIFIER: 240-44175132; REFERENCE NO: M1860; PART NO: 2125 P2; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	7000		
32	586014	FILTER, AIR: TYPE: COMPACT CASSETTE; DIMENSIONS: SQ 600 X THK 300 MM; MATERIAL: SYNTHETIC FIBER WASHABLE; MICRON: 5 U; APPLICATION: EQUIPMENT ROOM; EFFICIENCY: 90-100 PCT; SHAPE: SQ; STANDARD: ISO9000; INITIAL PRESSURE DROP: 150 PA; FINAL PRESSURE DROP: 750 PA; AVERAGE ARRESTANCE: 99.8 %; ASHRAE EFFICIENCY: 90-95 %; DUST HOLDING CAPACITY: 440 G; RATED FACE VELOCITY: 2.5 M/S; RATED AIRFLOW: 0.944 M3/S; TECHNICAL DATA AND GRAPH BASED ON A 600 X 600 X 300; 95 % EFFICIENT CASSETTE FILTER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	2500		

Item No.	Stock Number	Purchase Order Text	Qty	Rate	Total Amount
33	586015	FILTER, AIR: TYPE: PLEATED PANEL; DIMENSIONS: SQ 600 X THK 50 MM; MATERIAL: POLYURETHANE; MICRON: 5 U; APPLICATION: EQUIPMENT ROOM; EFFICIENCY: 20 PCT; SHAPE: SQ; SPECIFICATION: WV350; STANDARD: ISO9000; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5000		
34	595738	FILTER, BAG: TYPE: POCKET; DIMENSIONS: DIA 120 MM X LG 8 M X THK (2.5-3) MM; MATERIAL: PPS/PI BLEND; MICRON: 5-11 M3/M2; APPLICATION: ASH SILO; SHAPE: OVAL; ONE OPEN END WITH STAINLESS STEEL SNAPBAND COVERED WITH DOUBLE PROFILED FELT STRIP SEWN INTO WOVEN RYTON FALSE HEM; PART NO: SB001411; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
35	613381	FILTER, ELEMENT: DIMENSIONS: ID 10 X OD 10 X LG 125 MM; MATERIAL: BRS; SIMERM B; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
36	633202	FILTER, ELEMENT: TYPE: ELEMENT; DIMENSIONS: ID 24.14 X OD 47 X LG 114 MM; MATERIAL: PAPER; FILTERING RETENTION: 10 U; P=PAPER; A=INORGANIC MICROFIBRE; M=METAL; QUICK CLOSE DAMPER; MP FILTRI; PART NO: HP0652A10AH; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	300		
<b>TOTAL</b>					<b>R</b> -



## C3.1: *PURCHASER'S* GOODS INFORMATION

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## 1 Overview and purpose of the *goods and services*

The supply and delivery of Filter Part Spares on an as and when required basis to Majuba Power Station

Purchase orders will be placed as and when required to replenish stock levels at Majuba Power Station

Only goods delivered according to the specifications on the item below will be accepted.

## 2 Specification and description of the *goods*

Supply and delivery of Filter Part Spares with unique material numbers and material specifications as detailed in the table below

Item No.	Stock Number		Purchase Order Text
1	24874	FILTER OIL:CHANGEOVER;STL	FILTER, OIL: TYPE: CHANGEOVER; MATERIAL: STL; FOR USE ON LUBE OIL SYSTEM; PART NO: BDK-3-500-HB80-NB16-TXX8C, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
2	67491	FILTER,ELEMENT:HC9020FD P8H	FILTER, ELEMENT: DIMENSIONS: ID 25 X OD 45 X LG 210 MM; MATERIAL: GLASS FIBER; FILTERING RETENTION: 200 UM; R920-H-0803A; PART NO: HC9020FDP8H, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
3	172902	FILTER ELMNT:AIR;SQ 500 X THK 50 MM	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 500 X THK 50 MM; MATERIAL: FIBER SYNTHETIC; FILTERING RETENTION: 2 UM; BONA BRAND ONLY; GALVANIZED FRAME WITH EXPANDED METAL SCREEN WITH BAGS, TO BE DUSTPROOF PACKED; PART NO: 01-100-060, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
4	172904	FILTER,ELEMENT:AIR;SQ 600 X THK 50 MM	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 600 X THK 50 MM; MATERIAL: SYNTHETIC NON WOVEN; GALVANIZED FRAME WITH EXPANDED METAL SCREEN WITH BAGS, TO BE DUSTPROOF PACKED; PART NO: 01-100-056, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).



5	172906	FILTER,ELEMENT:MICROCELL;AIR	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 595 X WD 300 MM; MATERIAL: GLASS FIBER/ACRYLIC BONDING; FILTERING RETENTION: 663.95 PCT; KRAFT, SEPERATION IN A GALVANISED STEEL FRAME WITH NO HEADER, TO BE DUSTPROOF PACKED; PART NO: MICROCELL, SUPPLIER: UNKNOWN; PART NO: 01-200-110, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
6	172907	FILTER,ELEMENT:600 MM SQ X 600 MM THK	FILTER, ELEMENT: TYPE: AIR; DIMENSIONS: SQ 600 X LG 600 MM; MATERIAL: FRAME GALV; MEDIUM SYNTHETIC NON WOVEN; FILTERING RETENTION: 85 PCT; TO BE DUST PROOF PACKED; PART NO: 01-150-125, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
7	190394	FILTER,OIL:CB28;COALESCER;5 UM	FILTER, OIL: TYPE: COALESCER; DIMENSIONS: ID 89 X OD 152 X LG 730 MM; MICRON: 5 UM; FOR USE ON LUB OIL PURIFIER MODEL V180, FILTERS MUST BE SEPERATELY PACKED IN SEALED PLASTIC BAGS TO PREVENT DUST INGRESS AND NOT TO BE OPENED TILL READY FOR USE; PART NO: CB28, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
8	190395	FILTER,OIL:SS614FD;COALESCER;5 UM	FILTER, OIL: TYPE: COALESCER; DIMENSIONS: ID 89 X OD 152 X LG 370 MM; MICRON: 5 UM; FOR USE ON OIL PURIFIER V180, ITEM TO BE PACKED IN PLASTIC AND CARTON TO PREVENT DUST AND MOIST INGRESS AND NOT TO BE OPENED UNTIL READY FOR USE; PART NO: SS614FD, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
9	193805	FILTER,ELEMENT:SS;125 UM	FILTER, ELEMENT: DIMENSIONS: ID 60 X OD 160 X LG 30 MM; MATERIAL: SS; FILTERING RETENTION: 125 UM; FOR USE ON YARWAY LEAK-OFF VALVE; PART NO: 10, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

10	194116	FILTER,OIL:LUBE;SS;20 UM	FILTER, OIL: TYPE: LUBE; DIMENSIONS: ID 58 X OD 100 X LG 395 MM; MATERIAL: SS; MICRON: 20 UM; PART NO: D68804, SUPPLIER: UNKNOWN; PART NO: 3003737/25G, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
11	194117	FILTER,ELEMENT:PF 2001;LUBE OIL;CLOTH	FILTER, ELEMENT: TYPE: LUBE OIL; DIMENSIONS: ID 85 X OD 150 X LG 735 MM; MATERIAL: CLOTH; PART NO: PF 2001, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
12	211026	FILTER,ELEMENT:E7-PV	FILTER, ELEMENT: CONFLO AIR TECH; PART NO: E7-PV, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
13	211027	FILTER,OIL:E5-PV	FILTER, OIL: CONFLO AIR TECH; REMOVAL; PART NO: E5-PV, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
14	211132	FILTER:PI8315;MILL MAIN GEARBOX	FILTER: TYPE: MILL MAIN GEARBOX; MAHLE; 768.099.4; DRAWING NO: 40; REFERENCE NO: 31.03.00; PART NO: PI8315, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

15	213699	FILTER,OIL:0080MA010BN;80 MM;10 UM	FILTER, OIL: DIMENSIONS: 80 MM; MATERIAL: BETAMICRON-2N; MICRON: 10 UM; OEM HYTEC; PART NO: 0080MA010BN, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
16	213937	FILTER,OIL:300104-10VG,170 MM,PAPER	FILTER, OIL: DIMENSIONS: 170 MM; MATERIAL: PAPER; MICRON: 10 UM; INTERNORMAN, D-68804, ALTLUSSHEIM, 01.E 90.10VG.30.E.P, MILL MAIN MOTOR LUBE; PART NO: 300104-10VG, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
17	214078	FILTER,ELEMENT:HP065-2-A10-AH;10 UM	FILTER, ELEMENT: DIMENSIONS: 116 X 47 MM; FILTERING RETENTION: 10 UM; MILL QUICK CLOSE DAMPER, MP FILTRI, ITALY; PART NO: HP065-2-A10-AH, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
18	215141	FILTER,OIL:D115-71;115 X 70 MM;PAPER	FILTER, OIL: DIMENSIONS: 115 X 70 MM MATERIAL: PAPER MICRON: 10 UM PART NO: P3.0712-01 E39 PART NO: D115-71 VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER.
19	217209	FILTER:HC0293SEE5;BREATH ER	FILTER: TYPE: BREATHER; FOR FRF TANK; PART NO: HC0293SEE5, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

20	217768	FILTER,ELEMENT:FE2504;CARTRIDGE;VILEDON	FILTER, ELEMENT: TYPE: CARTRIDGE; DIMENSIONS: 720 X 450 MM; MATERIAL: VILEDON; PART NO: FE2504, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
21	224557	FILTER:BARCO DUST;PAPER;5 UM	FILTER: TYPE: BARCO DUST; DIMENSIONS: WD 180 X LG 230 X HT 50 MM; MATERIAL: PAPER; MICRON: 5 UM; PART NO: R9842800, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
22	225884	FILTER:FE2509/47,NON WOVEN	FILTER: DIMENSIONS: ID 340 X OD 450 X LG 700 MM; MATERIAL: PP NON WOVEN; MICRON: 16 UM; MODEL NO: FE2509/47; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
23	231610	FILTER ELMNT:AIR SECONDARY WASHABLE	FILTER, ELEMENT: TYPE: AIR SECONDARY WASHABLE; DIMENSIONS: SQ 600 X WD 300 MM; DUST SPOT, ARRESTANCE 99 PCT, RATED FLOW 3400 CU/M/H, INITIAL PRESSURE LOSS 60 PA, FINAL PRESSURE LOSS 600 PA, DUST HOLDING CAPACITY 680G; EFFICIENCY: 85 PCT; PART NO: CC-85PCT ( WITH HEADER ), SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
24	231626	FILTER,OIL:HEK50-20-180-AS-FG010;STL	FILTER, OIL: MATERIAL: STL; MICRON: 10 U; SSC HYDRAULIC PAC; PART NO: HEK50-20-180-AS-FG010; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

25	244171	FILTER,ELEMENT:AT 718-00-CN;HILITE-A	FILTER, ELEMENT: TYPE: HILITE-A; DIMENSIONS: ID 2-1/2 X OD 7 X LG 18 IN; MATERIAL: ALUMINA ACTIVATED; FILTERING RETENTION: 10 UM; REFERENCE NO: AT 718- 00-CN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
26	245301	FILTER,AIR:577 6723-009;DUST;10 UM	FILTER, AIR: TYPE: DUST; DIMENSIONS: DIA 75 X LG 80 MM; MATERIAL: PAPER ORGANIC; MICRON: 10 UM; APPLICATION: TIPPLER TRAIN POSITIONER, MAJUBA; SHAPE: CYLINDRICAL; , SUPPLIER: HAGGLUNDS DRIVES SA; PART NO: 577 6723-009, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
27	245307	FILTER,AIR:577 6723-008;DUST;10 UM	FILTER, AIR: TYPE: DUST; DIMENSIONS: DIA 75 X LG 80 MM; MATERIAL: PAPER ORGANIC; MICRON: 10 UM; APPLICATION: TRAIN POSITIONER MAJUBA; SHAPE: CYLINDRICAL; , SUPPLIER: HAGGLUNDS DRIVES SA; PART NO: 577 6723-008, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
28	245308	FILTER,ELEMENT:DUST;DIA 80 X LG 400 MM	FILTER, ELEMENT: TYPE: DUST; DIMENSIONS: DIA 80 X LG 400 MM; MATERIAL: GLASS FIBER INORGANIC; FILTERING RETENTION: 10 UM; USED ON THE TIPPLER TRAIN POSITIONER, MAJUBA; , SUPPLIER: HAGGLUNDS DRIVE SA; PART NO: 478 3233 622, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
29	251657	FILTER,OIL:PURIFIER;20 UM;CONTROL OIL	FILTER, OIL: TYPE: PURIFIER; MICRON: 20 UM; APPLICATION: CONTROL OIL; MAJUBA; W/HYDAC FILTER ELEMENT; , SUPPLIER: HYTEC; PART NO: 02 40DO20BN4HC, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

30	559703	FILTER,AIR:C11100;PLASTIC ;5	FILTER, AIR: DIMENSIONS: ID 69 X OD 114 X HT 253 MM; MATERIAL: PLASTIC; MICRON: 5; APPLICATION: SMOKE STACK; IP 54; REFERENCE NO: 5306091; PART NO: C11100; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
31	579698	FILTER:PARTICULATE DISC;99 U	FILTER: TYPE: PARTICULATE DISC; DIMENSIONS: DIA 110 X DP 10 MM; MATERIAL: POLYESTER; POLYPROPYLENE; MICRON: 99 U; MEDIUM: LEGIONELLA; SPECIFICATION: EN143:2000 P2; CONTAINS ADVANCED ELECTRET MEDIA FOR MAXIMAL FILTRATION EFFICIENCY AND LIGHT WEIGHT; LOW BREATHING RESISTANCE; DURABLE WATER RESISTANT AND FLAME RETARDANT; BAYONET FITTING ENSURES PRECISE AND SAFER LOCKING; CAN BE USED ON HALF AND FULL FACE MASKS; ABLE TO BE USED FOR PROTECTION FROM MECHANICALLY AND/OR THERMALLY GENERATED PARTICULATES SUCH AS DUSTS; MISTS; WELDING FUMES; SMOKES AND BIOLOGICAL AGENTS SUCH AS LEGIONELLA; Q FEVER AND ANTHRAX; DISC FILTER 2125 IS CAPABLE OF PROVIDING PROTECTION AGAINST PARTICLES AT LEVELS UP TO TEN TIMES THE EXPOSURE STANDARD ON A HALF FACE MASK AND UP TO FIFTY TIMES THE EXPOSURE STANDARD ON A FULL FACE MASK; UNIQUE IDENTIFIER: 240-44175132; REFERENCE NO: M1860; PART NO: 2125 P2; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
32	586014	FILTER,AIR:COMPACT CASSETTE ;5 U	FILTER, AIR: TYPE: COMPACT CASSETTE; DIMENSIONS: SQ 600 X THK 300 MM; MATERIAL: SYNTHETIC FIBER WASHABLE; MICRON: 5 U; APPLICATION: EQUIPMENT ROOM; EFFICIENCY: 90-100 PCT; SHAPE: SQ; STANDARD: ISO9000; INITIAL PRESSURE DROP: 150 PA; FINAL PRESSURE DROP: 750 PA; AVERAGE ARRESTANCE: 99.8 %; ASHRAE EFFICIENCY: 90-95 %; DUST HOLDING CAPACITY: 440 G; RATED FACE VELOCITY: 2.5 M/S; RATED AIRFLOW: 0.944 M3/S; TECHNICAL DATA AND GRAPH BASED ON A 600 X 600 X 300; 95 % EFFICIENT CASSETTE FILTER; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

33	586015	FILTER,AIR:PLEATED PANEL ;5 U	FILTER, AIR: TYPE: PLEATED PANEL; DIMENSIONS: SQ 600 X THK 50 MM; MATERIAL: POLYURETHANE; MICRON: 5 U; APPLICATION: EQUIPMENT ROOM; EFFICIENCY: 20 PCT; SHAPE: SQ; SPECIFICATION: WV350; STANDARD: ISO9000; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
34	595738	FILTER,BAG:SB001411 ;POCKET	FILTER, BAG: TYPE: POCKET; DIMENSIONS: DIA 120 MM X LG 8 M X THK (2.5-3) MM; MATERIAL: PPS/PI BLEND; MICRON: 5-11 M3/M2; APPLICATION: ASH SILO; SHAPE: OVAL; ONE OPEN END WITH STAINLESS STEEL SNAPBAND COVERED WITH DOUBLE PROFILED FELT STRIP SEWN INTO WOVEN RYTON FALSE HEM; PART NO: SB001411; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
35	613381	FILTER,OIL:478-3233-621 ;INSERT	FILTER, ELEMENT: DIMENSIONS: ID 10 X OD 10 X LG 125 MM; MATERIAL: BRS; SIMERM B; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
36	633202	FILTER,ELEMENT:HP0652A1 0AH;ELEMENT	FILTER, ELEMENT: TYPE: ELEMENT; DIMENSIONS: ID 24.14 X OD 47 X LG 114 MM; MATERIAL: PAPER; FILTERING RETENTION: 10 U; P=PAPER; A=INORGANIC MICROFIBRE; M=METAL; QUICK CLOSE DAMPER; MP FILTRI; PART NO: HP0652A10AH; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

## **2.1 Purchaser's design**

All Specifications will be issued to the supplier. The supplier will be required to assist where possible in terms of providing extra drawings and verification of the shapes/ manipulations

The supplier will deliver goods as per provided specification under specification and description of goods table.

The supplier is responsible for ensuring that they are performing against the correct drawing revision number (if applicable).

## **2.2 Procedure for submission and acceptance of Supplier's design**

Before the supplier can deliver the material, data sheet and some physical samples must be submitted to the purchaser for verification . The supplier will still be liable to supply the correct products that will precisely be applicable to the Majuba Plant

## **2.3 Other requirements of the Supplier's design**

The supplier will be required to provide data sheets for all manufactured products and also provide the pressure testing certificate for the safety valves and material certificates where applicable. The certificates will then be the property of Eskom.

## **2.4 Use of Supplier's design**

The Supplier will deliver as per purchaser's specifications.

## **2.5 Manufacture & fabrication**

No manufacturing and fabrication required only the supply and deliver of material as per order.

## **2.6 Factory acceptance testing (FAT)**

Supplier to provide material certificates and pressure testing certificates where applicable for all delivered material

## **3 Supply Requirements**

Goods are required on an as and when required basis.

Requests for delivery will be made on a contract release order starting with a 45 number.

Delivery is expected within 6 to 8 weeks after receipt of Eskom official order.

The purchases will endeavour as far possible to order in batches for ease of delivery

## **4 Specification of the services to be provided**

- a) Supply and delivery of Filter Part Spares as and when required
- b) No delivery will be accepted without an official contract release order.
- c) Supplier Delivery Note must indicate partial delivery if partial delivery is made.
- d) The stock number, quantity and material short description must be stated on the delivery note
- e) Each delivery to be recorded on receiving register and each delivery note must have unique number.
- f) Each delivery note to state the relevant release order number



## 5 Constraints on how the *Supplier* Provides the Goods

### 6 Programming constraints

Delivery times will be stated on the official purchase order

The delivery will be as per purchaser's requirement. Some of the request will be based on the demand as per Unit outage (unit overhaul) or mill outage requirement. All deliveries will be done via Majuba Power Station Stores with the delivery note as proof of delivery

### 7 Work to be done by the Delivery Date

- a) Supplier to quote the Eskom official purchase order in all delivery notes and invoices
- b) Goods must be well packaged and safely transported
- c) Eskom to acknowledge receipt of goods by stamping and signing the delivery note of the supplier upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end-user of the product rejected goods must be collected and the correct goods supplied within 14 days.
- d) Only goods as specified will be accepted. Any goods which do not meet the specifications will be rejected.

### 8 Marking the goods

Packaging and Marking must be as follows:

Name of the supplier, Purchase Order Number, Material Number and Quantity Delivered

And each component must have a unique identification linked to the relevant supplier.

#### 5.3.1 Key Performance Indicator Table

KPA Description	Performance Measure/ Indicator	Target
Purchase Order delivery to site	Lead time agreed on the contract to be lead time on each PO and supplier delivery must match these lead times	98%
Packaging and Preliminary Marking of goods before delivery	All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation purposes items that are not adhering to packaging and markings will be rejected upon delivery and the marking should be as follows Name of the Supplier, Purchase Order Number, Material Number, Part Number and Serial Number and Delivery date	100%
Customer Survey done by the supplier to be submitted to purchaser	To measure service level of the supplier by the purchaser	4 times per year from start of the contract

## 9 Constraints at the delivery place and place of use

Supplier must follow Eskom Life Saving Rules when delivering goods to Majuba Power Station

### 1. Open, Isolate, test , earth, bond and insulate before touching

No person may work on any electrical network unless:

He has been trained and authorised as competent for the task to be done

### 2. Hook up at heights

### 3. Buckle up

No person may drive any vehicle on Eskom business and/or on Eskom premises:

Unless the driver and all passengers are wearing seat belts

### 4. Be Sober

No person is allowed to work under the influence of drugs and/or alcohol

### 5. Ensure you have permit to work

When an authorization limitation exists, no person shall work without the required permit to work

Majuba Power Station Delivery Times are as follows

The supplier must deliver goods between 08:30 to 16:00 on Mondays – Thursday and 08:30 to 11:30 on Fridays. No deliveries to be done on weekends unless prior arrangements done with the supplier, purchaser and Stores.

## 10 Cooperating with Others

N/A since it's a supply and delivery contract

## 11 Services & other things to be provided by the *Purchaser or Supplier*

Eskom Majuba Power Station will provide resources to offload the goods being delivered (Cranes and forklift for offloading purposes)

Small items the can be offloaded by the supplier personnel

## 12 Management meetings

General meetings to be held as and when required and maybe requested by either party Supplier or Purchaser

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the goods. Records of these meetings shall be submitted to the Supply Manager by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

### 13 Documentation control

All goods being delivered to Majuba Main Stores must have the following

Unique delivery note number per delivery

Delivery note – must have unique number, date of delivery, items that were delivered (material number, material short description, serial number and quantity delivered)

Delivery note must come in duplicates so that one copy is kept at Main Stores and other goes with the supplier for invoicing purposes and as a proof of delivery

Both copies of delivery notes to be stamped with receiving stamp of Majuba Power Station and must have the signature of the receiver as well as the receiving personnel full names

### 14 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements (7 Annexure C 3 OHS Tender Evaluation Low Risk, Annexure A Supplier Risk Category 240-77433139 and 240-73418055 MANUFACTURE OR LOW RISK SERVICES) and all these documents will form part of the tender documents

### 15 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints [Environmental Management Requirements for Contractors and Suppliers ENV/GEN/SPEC/01]

### 16 Quality

Supplier must provide data sheets, delivery notes and pressure testing certificates for all the safety valves to the purchaser.

The supplier must use suitable packaging method for the safety of each and every component.

**Supplier Contract Quality Requirements Specification (QM 58) 240-105658000 must be followed.**

#### Service Level Table

The following table depicts the level of performance required of the *Contractor*. Should the *Contractor* be unable to meet these requirements, Low Service Damages will be claimed from the *Contractor*.

The total Low Service Damages will be limited to 10% per month per order based on as and when required supply

Table 6: Service Level Table for Low Service Damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	On time delivery to Majuba Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of the total purchase order if an order is delivered one week later, 7.5% of the total purchase order if an order is delivered two to three weeks later and 10% of the total purchase order delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order
2	All Filter Part Spares	All Filter Part Spares out of spec before lapse of warranties and guarantees must be removed from plant and be replaced within 31 days from the date it was officially reported to the supplier and the supplier to bear all the cost and risk of replacing the out of spec grease	Period between 32 days to 45 days penalties of 5% will be charged from the total cost of the item, period between 46 days to 59 days penalties of 7.5% from the total cost of the item, 60 days and above 10% of the total cost of the item failed will be charged as penalties

3	Packaging and Preliminary Marking of goods before delivery	All items must be wrapped with a clear plastic, bubble wrap that is clear or be placed inside cardboards for preservation purposes items that are not adhering to packaging and markings will be rejected upon delivery and the marking should be as follows Name of the Supplier, Purchase Order Number, Material Number, Part Number and Serial Number and Delivery date	6% of the total purchase
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## 17 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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 showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

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

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

## C3.2 SUPPLIER'S GOODS INFORMATION

See Paragraph 2 under heading Specification and description of the *goods*

Item No.	Material Number	Material Description	Estimated Quantity for Contract Period	UMC	Price (Each)	Total Price
1	24874	FILTER OIL:CHANGEVER;STL	80	EA		
2	67491	FILTER,ELEMENT:HC9020FDP8H	1000	EA		
3	172902	FILTER ELMNT:AIR;SQ 500 X THK 50 MM	1000	EA		
4	172904	FILTER,ELEMENT:AIR;SQ 600 X THK 50 MM	1000	EA		
5	172906	FILTER,ELEMENT:MICROCELL;AIR	200	EA		
6	172907	FILTER,ELEMENT:600 MM SQ X 600 MM THK	5000	EA		
7	190394	FILTER,OIL:CB28;COALESCER;5 UM	200	EA		
8	190395	FILTER,OIL:SS614FD;COALESCER;5 UM	200	EA		
9	193805	FILTER,ELEMENT:SS;125 UM	200	EA		
10	194116	FILTER,OIL:LUBE;SS;20 UM	3000	EA		
11	194117	FILTER,ELEMENT:PF 2001;LUBE OIL;CLOTH	200	EA		
12	211026	FILTER,ELEMENT:E7-PV	100	EA		
13	211027	FILTER,OIL:E5-PV	200	EA		
14	211132	FILTER:PI8315;MILL MAIN GEARBOX	200	EA		
Item No.	Material Number	Material Description	Estimated Quantity for Contract Period	UMC	Price (Each)	Total Price
15	213699	FILTER,OIL:0080MA010BN;80 MM;10 UM	200	EA		
16	213937	FILTER,OIL:300104-10VG,170 MM,PAPER	400	EA		
17	214078	FILTER,ELEMENT:HP065-2-A10-AH;10 UM	200	EA		
18	215141	FILTER,OIL:D115-71;115 X 70 MM;PAPER	500	EA		
19	217209	FILTER:HC0293SEE5;BREATHERR	200	EA		
20	217768	FILTER,ELEMENT:FE2504;CARTRIDGE;VILEDON	200	EA		
21	224557	FILTER:BARCO DUST;PAPER;5 UM	200	EA		

22	225884	FILTER:FE2509/47,NON WOVEN	200	EA		
23	231610	FILTER ELMNT:AIR SECONDARY WASHABLE	1000	EA		
24	231626	FILTER,OIL:HEK50-20-180-AS-FG010;STL	200	EA		
25	244171	FILTER,ELEMENT:AT 718-00-CN;HILITE-A	300	EA		
26	245301	FILTER,AIR:577 6723-009;DUST;10 UM	1000	EA		
27	245307	FILTER,AIR:577 6723-008;DUST;10 UM	1000	EA		
28	245308	FILTER,ELEMENT:DUST;DIA 80 X LG 400 MM	250	EA		

Item No.	Material Number	Material Description	Estimated Quantity for Contract Period	UMC	Price (Each)	Total Price
29	251657	FILTER,OIL:PURIFIER;20 UM;CONTROL OIL	200	EA		
30	559703	FILTER,AIR:C11100;PLASTIC;5	1000	EA		
31	579698	FILTER:PARTICULATE DISC;99 U	7000	EA		
32	586014	FILTER,AIR:COMPACT CASSETTE ;5 U	4000	EA		
33	586015	FILTER,AIR:PLEATED PANEL ;5 U	4000	EA		
34	595738	FILTER,BAG:SB001411 ;POCKET	1000	EA		
35	613381	FILTER,OIL:478-3233-621 ;INSERT	200	EA		
36	633202	FILTER,ELEMENT:HP0652A10AH;ELEMENT	200	EA		
29	251657	FILTER,OIL:PURIFIER;20 UM;CONTROL OIL	200	EA		
30	559703	FILTER,AIR:C11100;PLASTIC;5	1000	EA		
31	579698	FILTER:PARTICULATE DISC;99 U	7000	EA		
32	586014	FILTER,AIR:COMPACT CASSETTE ;5 U	4000	EA		
33	586015	FILTER,AIR:PLEATED PANEL ;5 U	4000	EA		
34	595738	FILTER,BAG:SB001411 ;POCKET	1000	EA		
35	613381	FILTER,OIL:478-3233-621 ;INSERT	200	EA		
36	633202	FILTER,ELEMENT:HP0652A10AH;ELEMENT	200	EA		

