



## NEC3 Supply Contract (SC3)

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

**and [Insert at award stage]**  
**(Reg No. \_\_\_\_\_ )**

**for SUPPLY AND DELIVERY OF GENERATOR  
PROTECTION SPARES ON AN AS AND WHEN  
REQUIRED BASIS FOR THE PERIOD OF FIVE (5)  
YEARS AT KUSILE POWER STATION**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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<b>Contents:</b>	<b>No of pages</b>
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Purchaser</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Supplier</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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## C1.1 Form of Offer & Acceptance

### Offer

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

**SUPPLY AND DELIVERY OF GENERATOR PROTECTION SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION.**

The tenderer, identified in the Offer signature block, has

examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
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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 [●]as per the Purchase Order
	Value Added Tax @ 15% is	R [●]as per the Purchase Order
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]as per the Purchase Order
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**Power Station Manager: Kusile**

**for the  
Purchaser**

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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Purchaser

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

**Power Station Manager: Kusile**

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

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

Name &  
signature  
of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 SC3 Contract Data

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

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some SC3 options are always selected by Eskom Holdings SOC Limited. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[●]
	Fax No.	[●]
10.1	The <i>Supply Manager</i> is (name):	Nolwazi Mnisi
	Address	Eskom Holdings SOC Ltd Kusile Power Station R545 Kendal/Balmoral Haartebeefontein Farm Witbank
	Tel	013 699 7660

<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).

Fax

e-mail

MnisiNTo@eskom.co.za

11.2(13)	The <i>goods</i> are	GENERATOR PROTECTION SPARES AS AND WHEN REQUIRED.	
11.2(13)	The <i>services</i> are	SUPPLY AND DELIVERY OF GENERATOR PROTECTION SPARES AS AND WHEN REQUIRED.	
11.2(14)	The following matters will be included in the Risk Register	Risk Identification and assessment meeting to be held subsequent to contract award and risk register compiled and managed.	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Five (5) working days	
2	<b>The Supplier's 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 June 2024	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b>goods and services</b>	<b>delivery date</b>
		1	As per batch order
		SUPPLY AND DELIVERY OF GENERATOR PROTECTION SPARES.	
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	Not Applicable	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One week of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One week.	
4	<b>Testing and defects</b>		
42	The <i>defects date</i> is	Two (2) weeks after Delivery.	
43.2	The <i>defect correction period</i> is	One week	
	except that the <i>defect correction period</i> for	N/A	
	and the <i>defect correction period</i> for	N/A	
42.2	The <i>defects access period</i> is	Two (2) days	
	except that the <i>defect access period</i> for	N/A	



	and the <i>defect access period</i> for	N/A
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Between the 25<sup>th</sup> day of each successive month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Thirty (30) days</b>
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
<b>6</b>	<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.
<b>7</b>	<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.
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is	

	limited to	<b>R0.0 (zero Rand)</b>
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event</b>  <b>and</b> <b>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible as at contract date</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>N/A</b>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>The total price of the contract</b>
88.5	The <i>end of liability date</i> is	<b>Five [5] years after Delivery of the whole of the <i>goods</i> and <i>services</i>.</b>
<b>9</b>	<b>Termination and dispute resolution</b>	
94.1	The <i>Adjudicator</i> is (Name)	<b>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 Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</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>South Africa</b>

	The person or organisation who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or				
	- if the arbitration procedure does not state who selects an arbitrator, is				
10	Data for Option clauses				
X1	Price adjustment for inflation				
X1.1	The <i>base date</i> for indices is		Twelve (12) months after the contract signing date”		
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for	Index prepared by
			0.65	Table G1	SEIFSA
			0.2	Table L1 (A)	SEIFSA
			0.15	non-adjustable	
			1.00		
X2	Changes in the law				
X2.1	A change in the law of		Republic of South Africa 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
			Low voltage motor spares		5% of full cost for 10days of delay of purchase order value up to maximum of 10% of total value.
X17	Low performance damages				
X17.1	The amounts for low performance damages are:		amount	performance level	
			1 % per total value of the Purchase order(s). Limited to 5% of the total value of the Purchase Order(s) of the spares item.	1. for Goods delivered without signed Data Pack. 2. for Delivery of goods that does not meet quality requirements 3. for Delayed goods deliveries	
Z	The <i>additional conditions of contract</i> are				
	Z1 to Z12 always apply for Eskom				

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

## **Z2 Joint ventures**

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

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

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

## **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such

member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

## **Z5 Confidentiality**

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

## **Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

## **Z9 Notifying compensation events**

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Supply Manager* should have notified the event to the *Supplier* but did not".

**Z10 Purchaser's limitation of liability**

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

Z10.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

Z11.1 or had a judicial management order granted against it.

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

Z12.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

**Annexure A: Supply Requirements**

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2000<sup>3</sup> as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

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

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

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

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

<sup>3</sup> International Chamber of Commerce, Incoterms 2000, Paris, January 2000.

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

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

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

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

[Use these when INCOTERMS do not apply].

<b>1. The requirements for the supply are</b>	<p>Constraints (see clause 11.2 (5))</p> <ul style="list-style-type: none"> <li>No compensation is payable if the <i>Supplier</i> arrives on site without prior arrangement with the <i>Purchaser</i>.</li> <li>All goods shall be delivered to the Main stores</li> <li>The <i>Purchaser</i> has the right to refuse acceptance of any consumables which in the opinion of <i>Purchaser</i>, does not meet the requirements specified and will have a detrimental effect on equipment/plant performance.</li> <li>The <i>Supplier</i> ensures that all items to be supplied are to the standard and quality accepted by the <i>Purchaser</i> and ensures that they are suitable for the purpose intended for by the manufacturer.</li> <li>Material (TEST) certificates as well as complete data packs will be submitted with all the GENERATOR PROTECTION spares delivered to site.</li> <li>The <i>Supplier</i> shall have no claim against the <i>Purchaser</i> in respect of delay due to the above constraints.</li> </ul> <p>As business requirements might change in future, items that are not listed on the price list might be procured via this contract. The <i>Supplier</i> will use the same pricing strategy for unlisted items as was used for listed items.</p>	
<b>2. The requirements for transport are</b>	<i>Supplier</i> is responsible for transporting the <i>goods</i> to the delivery place.	
<b>3. The delivery place is</b>	Kusile Power Station - Main Stores	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser
<b>For international procurement</b>	Undertake export requirements	
	Undertake import requirements	
<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	
	Data book	
<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.*

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

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

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

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

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

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

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

### **All other insurance**

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

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

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

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

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

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

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

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

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

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

## C1.2 Contract Data

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

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

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

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><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	[•]	2	[•]	3	[•]
<i>goods and services</i>	<i>delivery date</i>									
1	[•]									
2	[•]									
3	[•]									
31.1	The programme identified in the Contract Data is contained in:									
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%								

**PART 2: PRICING DATA**  
**NEC3 Supply Contract**

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

## C2.1 Pricing assumptions

### The conditions of contract

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

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

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

**Assessing the amount due** 50.2

The amount due is

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

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

### Function of the Price Schedule

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

### Preparing the price schedule

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

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

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender

the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

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

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

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

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

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

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

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

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

## C2.2 the *price schedule*

Item No.	Eskom SAP Material Number	Detailed Spare Description & Specification	OEM	OEM Part No.	Quantity	Total Price
1	0580194	Generator Rotor Earth Fault Relay MICOM P391 60-250VDC or 100-300VAC	Schneider Electric	P391 91RAAB	2	
2	0608668	PRetrans 5104 Rotor Earth Fault Repeater	PR Electronics	PR 5104A	4	
3	0679060	Resistor for 100% Stator Earth Fault Power Supply 40hm, 10W, KNP type (wire wound), 5% tolerance, 7J		10W4R7J	10	
4	0580195	Generator Transformer Directional Reactive Power Interlock + HV Back-up Earth Fault (Residual) Protection Relay	Schneider Electric	P132 5B940F0HN0BE00	4	
5	0502186	Generator Reverse Power & Low Forward Protection + Generator Transformer HV Back-up Earth Fault (Neutral) Protection Relay	Schneider Electric	P127 BA2W412GB0	4	
6	0502183	Generator Multiple Protection Function Relay	Schneider Electric	P345 31SC6M0B58M	4	
7	0636072	Generator Transformer Multiple Protection Function Relay	Schneider Electric	P634 8B911H4HF02R00	4	
8	0636057	Unit Transformer Multiple Protection Function Relay	Schneider Electric	P633 8B912F0HM02R00	4	
9	0502172	Unit Transformer Directional Earth Fault Protection Relay	Schneider Electric	P127 BB0W112GB0	4	



10	0609278	Unit Transformer Overcurrent & Earth Fault Protection Relay	Schneider Electric	P122 B00Z112EC0	4	
11	0679062	Contact Protection Module Snubber circuit	Telbit	Made on demand. No OEM part number.	6	
12	0608671	PTC Thermistor	TDK	EPCOS C885	100	
13	0655084	Indication LED 220VDC, Red	Carlo Gavazzi	PL 22C HL R 220D	10	
14	0655085	Indication LED 220VDC, White	Carlo Gavazzi	PL 22C HL W 220D	10	
15	0655081	Indication LED 220VDC, Yellow	Carlo Gavazzi	PL 22C HL Y 220D	5	
16	0236811	Touch Screen Built in PC: 19" SXGA Panel PC with POS-G41, Celeron Dual Core E1500 2.2GHz CPU, 1GB DDR3 RAM, silver colour, PSU ACE- 4520C, touch screen, w/o riser card	IEI	PPC-5190A-G41- E15/R/1G-R10	4	
17	0502176	Bay Controller 1 & Tap Changer Relay	Schneider Electric	C264 M01M69100134060 00001110D00	4	
18	0677977	Bay Controller 2 (Extension Module)	Schneider Electric	C264 C01M69100030040 00001110N00	4	
19	0502173	Synchronising Relay	Siemens	7VE6320-6EB99- 0CA0-L0D-M2K	4	
20	0226177	DC Chop Over Relay	GE	MVAA 11T1NA1151A	4	
21	0502174	Synchronising VT Selection Relay	GE	MVAJ 205TB1010A	3	
22	0648309	DC Isolating Switch: DCI	Stratford	SRP168TB A010602445	3	
23	0717660	Lamp Check Switch: LCD	Stratford	SRP112B/TX/45 A010108545	3	
24	0648311	Supervisory Isolating Switch: SIS	Stratford	SRP169ATB A0106044	3	
25	0648312	Synchroniser Selector Switch: SYNC-S	Stratford	SRP146B/AT A010408545R2	3	

26	0717656	Tap Change Isolating Switch: TIS	Stratford	SRP145/TB A0104026	3	
27	0648314	Local OR Remote Selector Switch: LoR	Stratford	SRP145ATB/45 A010404445	3	
28	0717659	Manual / Auto Selector Switch: MAS	Stratford	SRP112B/45/TA A010108545R2	3	
29	0717657	Raise / Lower Selector Switch: RLS	Stratford	SRP112B/45/TA A010108545R2	3	
30	0717658	AC Isolating Switch: ACI	Stratford	SRP168TB A010602445	3	
31	0239948	11 pin relay, 3CO contacts, 24VDC coil voltage	Schrack	MT321024	45	
32	0637083	400kV Busbar 1 & 2 VT Transducer: 230VAC supply voltage Input = 0-132VAC Output = 4-20mA	Pyramid	MI416	5	
33	0608669	Modbus Transducer Input = 4-20mA	Advantech	ADAM 4017	3	
34	0608674	Communications Controller RS232 / RS485	Advantech	ADAM 4520	3	
35	0252374	Power Supply Module: 220/24VDC	Phoenix Contact	QUINT-PS- 1AC/24DC/10 2866763	4	
36	0581483	Type KCH Diode Terminal: 8 terminals, Diode included, Termitronix	Elmex	KCH	15	
37	0630889	Fault Recorder (400kV Bay; Unit Trfr 1 & 2 Bays)	GE / Bitronics	M871 2Y91515C	2	
38	0580199	Fault Recorder (Generator Bay)	GE / Bitronics	M871 20V1515C	2	
39	0630949	Fault Recorder (Unit Trfr 1 & 2 Bays)	GE / Bitronics	M872 3Y9000151Y2X	2	
40	0631040	Push Button: 22mm, red, non-latch, 1NO aux contact	Siemens	3SU1100-0AB20- 1FA0	4	
41	0631039	Push Button: 22mm, green, non-latch, 1NO aux contact	Siemens	3SU1100-0AB40- 1FA0	4	
42	0608672	Ethernet Communication Switch Rack mount, 24 LAN port connections, LED indication	Moxa	PT-7728	2	
43	0677979	UPS (Rack Mount) 850VA/600W, 230VAC input & output, pure sine wave,	Eaton	5P850iR	2	

44	0648399	IRIG-B Signal Converter: 18-72VDC input voltage, RS422 output, Ethernet port, fibre optical ST connection (x2)	Hopf	4830xC-81 / BB	2	
45	0126342 0502189	DC Fail Relay - MVAX12	GE	MVAX12 R1DA1002A	3	
46	0608673	DC Line Filter 110/250VAC, 50-60Hz, 10A	Schaffner	FN 670-10/06	5	
47	0609277	11 pin relay. 3CO contacts, 220VDC coil voltage	Schrack	MT321220	100	
48	0635297	Protection Reset & Lamp Test Push Button: 22mm, black, non-latch, 1NO auxiliary contacts	Siemens	3SU1100-0AB10- 1BA0	3	
49	0638383	Electrostatic Discharge Terminal Synchronising Test Points Protection Test Points	Inyanga Electrical	GPE 100	10	
50	0580196	Current & Voltage Test Blocks	Schneider Electric	P991	2	
51	0677976	Current & Voltage Test Plugs	Schneider Electric	P992C	2	
52	0608676	Fuse Holder: Front connected terminals, Up to 63A, 660VAC, A2 (bolted connection) fuses	Eaton Bussmann	RS63HWH	10	
53	0583362	Fuse Holder: Front connected terminals, Up to 20A, 660VAC, F1 (offset blade tag) fuses	Bussmann	32NNSF	20	
54	0625894	Fuse 2A, 550VAC, 80kA, F1 (offset blade tag), BS88, Gg class	Bussmann	NSD2	40	
55	0583375	Fuse 6A, 550VAC, 80kA, F1 (offset blade tag), BS88, Gg class	Bussmann	NSD6	40	
56	0583376	Fuse 10A, 550VAC, 80kA, F1 (offset blade tag), BS88, Gg class	Bussmann	NSD10	40	

57	0583377	Fuse 16A, 550VAC, 80kA, F1 (offset blade tag), BS88, Gg class	Bussmann	NSD16	20	
58	0117227	Fuse 20A, 660VAC, 80kA, A2 (bolted connection), BS88, Gg class	Bussmann	TIA20	10	
59	0677978	Panel Limit Switch (Front & Back): 10A, 1NO & 1NC contact, Long pulley type extension, 187 terminals,	CNTD	CMV103D	10	
60	0581479	Power Terminals Exposed Terminals; 10 - 70mm	Elmex	DPBB 70	10	
61	0575220	10mm Spring Loaded Terminal 1.5mm - 10mm (stranded)	Elmex	KULT 1	50	
62	0581480	6mm Spring Loaded Terminal 0.5 - 6mm (stranded)	Elmex	KULT 6	50	
63	0575159	4mm Spring Loaded Terminal 0.5 - 4mm (stranded)	Elmex	KULT 4	50	
64	0581482	4mm Spring Loaded Terminal 1M Ohm Resistor 0.5 - 4mm (stranded)	Elmex	KUDF 4	25	
65	0684928	Voltage Transformer: 660/550V, 3000VA,	Trans Electron	J67663/5	2	
66	0241447	20Hz Generator: 3 x 100-125VAC Current output 3.25A Frequency 20Hz Output voltage 26V	Siemens	7XT3300- 0CA00/DE	2	
67	0239781	20Hz Band Pass Filter: Frequency 20Hz Smax 80VA	Siemens	7XT3400- 0CA00/BB	2	

The total of the Prices

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## PART 3: SCOPE OF WORK

## PART C3: SCOPE OF WORK

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

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

### Contents

Part 3: Scope of Work.....	5
C3.1: <i>purchaser's</i> goods information.....	7
1. Introduction.....	9
2. Supporting Clauses.....	9
2.1 Scope.....	9
2.1.1 Purpose.....	9
2.1.2 Applicability.....	9
2.2 Normative/Informative References.....	9
2.2.1 Normative.....	9
2.2.2 Informative.....	9
2.3 Definitions.....	10
2.4 Abbreviations.....	10
2.5 Roles and Responsibilities.....	10
2.5.1 Supplier.....	10
2.5.2 Employer.....	11
2.5.3 Management and Reporting.....	11
2.5.4 Communication and Correspondence.....	11
2.5.5 Quality and Documentation Control.....	11
2.6 Related/Supporting Documents.....	12
3. Generator Protection Spares Scope of Supply.....	12
3.1 Plant Description.....	12
3.2 Description of the works.....	12
3.3 Documentation.....	14
3.4 Acceptance of Spares.....	14
3.4.1 Spares Identification.....	14
3.4.2 Obsolescence.....	14
3.4.3 Spares Quantities.....	14
3.4.4 Design, Manufacturing and Testing.....	14
3.4.5 Replacement Parts Upgraded/modified.....	14
3.4.6 Packaging.....	15
3.4.7 Transportation.....	15
3.4.8 Quality Control of Spares.....	15
3.4.9 Information to be provided to the Supplier.....	15
3.4.10 Guarantee of delivered spares.....	16
3.4.11 Insurance of the Goods.....	16
1.1 Health and safety risk management.....	16
1.2 Environmental constraints and management.....	19
1.3 Quality.....	20
1.4 Invoicing and payment.....	20
1.5 Insurance provided by the <i>Purchaser</i> .....	20
1.6 Contract change management.....	21
1.7 Provision of bonds and guarantees.....	21
1.8 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> .....	21
2 Procurement.....	21
2.1 Subcontracting.....	21
2.1.1 Preferred subcontractors.....	21
2.1.2 Limitations on subcontracting.....	21

2.1.3 Spares and consumables ..... 21

2.1.4 Other requirements related to procurement..... 22

2.1.5 Cataloguing requirements by the *Supplier*..... 22

N/A..... 22

3 List of drawings..... 22

3.1 Drawings issued by the *Purchaser*..... 22

C3.2 *Supplier's* Goods Information ..... xxii

## 1. Introduction

Kusile Power Station requires maintenance spares for the Generator Protection System. These maintenance spares are required in Kusile stores in case of a breakdown. The Generator Protection System is a level 1 plant and is responsible for safeguarding some of the highest value assets at Kusile Power Station.

To reduce the mean time to repair should a failure occur on the Generator Protection panels, sufficient stock holding of the identified spares should be kept at Kusile stores at all times.

## 2. Supporting Clauses

### 2.1 Scope

The scope of work document specifies the required spares, quantities of spares to be supplied by the Supplier/OEM and conditions for acceptance. The scope included here does not substitute procurement procedures that will be followed during the procurement process.

#### 2.1.1 Purpose

The purpose of this document is to provide technical details to allow Kusile Power Station to purchase the required maintenance spares for the Generator Protection System. The KKS of the Kusile Power Station Generator Protection Panels include:

60-\* 0BAY01

60-\* 0BAY02

60-\* 0BAY03

60-\* 0BAY04

60-\* 0BAW10 GH001

Where \* represents an integer value from 1-6 representing a Kusile Power Station Unit.

#### 2.1.2 Applicability

This document applies to Kusile Power Station.

### 2.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

#### 2.2.1 Normative

- [1] KUS/16/E/CHA ---- P13/WD/001 – Kusile Units 1-6 Generator Protection Drawings
- [2] KUS/16/E/CHA ---- P13/WD/050 – Kusile Generator 100% Stator EF NER Cubicle Drawing & Wiring Diagram

#### 2.2.2 Informative

- [3] 240-107979860 - Kusile Power Station Export System Maintenance Spares Strategy



## 2.3 Definitions

Definition	Description
Supplier	Supplier of goods and/or services contracted to provide specific spares & documentation to Kusile Power Station.
Employer	Eskom Kusile Power Station

## 2.4 Abbreviations

Abbreviation	Explanation
FAT	Factory Acceptance Test
IED	Intelligent Electronic Device
OEM	Original Equipment Manufacturer
QC	Quality Check
SOW	Scope of Work
UCLF	Unplanned Capability Loss Factor

## 2.5 Roles and Responsibilities

### 2.5.1 Supplier

- a. Supply items listed in Appendix A and deliver to Kusile Power Station stores.
- b. All IEDs and fault recorders, to be supplied, must be configured and have the correct firmware such that the Kusile generator protection projects can be uploaded and the IED will function as required.
- c. All programmable relays, transducers or modules must be setup by the supplier for plug and play use in Kusile generator protection panels. Site personnel should not be required to program any relays, transducers, or modules prior to installation and functioning of the device.

*\*Other than the IEDs and fault recorders which will require Kusile generator protection projects to be uploaded.\**

- d. Items listed in Appendix A should be packaged in such a way that ensures long term shelf storage does not compromise the equipment in any way.
- e. Submit all documentation & certificates requested by the Employer.
- f. Provide a quotation for each listed item in Appendix A as part of tender deliverable
- g. Supply procured spares as requested by the Employer
- h. Provide after sales technical support services as requested by the Employer
- i. Confirm correctness of the supplied spares information
- j. Provide spares technical information in accordance with this SOW
- k. Timeously inform the Employer of any delays or when outstanding or additional information from the Employer is required
- l. Responsible to ensure that quality product are delivered
- m. Responsible to ensure that the correct spare is supplied
- n. Responsible to ensure that every effort is made to keep to the agreed programs and plans
- o. Provide all required technical datasheets and/or product brochures
- p. Provide Materials Management with populated DCFs for cataloguing of spares and record keeping
- q. Supply all the necessary test sheets/results, where applicable

- r. Invite the Employer or representative thereof three (3) working days in advance for witness/hold points, if applicable, as agreed
- s. All Supplier employees entering site shall comply with Eskom's policies and site regulations, adherence to Eskom's Life Saving Rules, adherence to Generation Occurrence Management Procedure, Smoking Policy, zero tolerance on alcohol usage, etc. These requirements will be detailed during the induction training process.
- t. Ensure that all staff brought onto site in connection with this SOW should be able to fluently speak, understand and write in English language.
- u. The Supplier ensures that all staff brought to Kusile PS site have a valid fitness certificate based on the specified plant man-job specification.

#### **2.5.2 Employer**

- a. Ensure SOW & all deliverables are clear.
- b. Ensure an Eskom representative is present for any FAT related activities.
- c. QC all items, once delivered at Kusile stores.
- d. Catalogue the spares on SAP system after completion of DCFs (new spares)

#### **2.5.3 Management and Reporting**

- a. The Supplier to be represented at any ad-hoc meetings that may arise to address any scope and safety related matters
- b. Liaison meetings shall be held with the Employer's Representative or his/her delegate on as and when required basis to discuss any technical details, or concerns

#### **2.5.4 Communication and Correspondence**

- a. All correspondence includes but not limited to:
  - i. Kusile Power Station
  - ii. Employer's contract number
  - iii. Contract description
  - iv. Correspondence subject matter
  - v. Employer's name and contact details
  - vi. Supplier contact details
  - vii. Date
- b. Where appropriate the correspondence includes the Employer's reference and is delivered as a single package or as per the agreed contract terms.
- c. All communications from the Supplier are numbered sequentially with a prefix as advised by the Employer. The Employer responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

#### **2.5.5 Quality and Documentation Control**

- a. During the tender process a quality criterion will be defined that the Supplier must comply to.
- b. The Supplier shall ensure that any witness, hold, and inspection points are strictly adhered to.
- c. All quality references and standards as stipulated in this document will be adhered to.

- d. The Supplier to comply with the Employer's quality documentation management system and processes

## 2.6 Related/Supporting Documents

240-107979860 - Kusile Power Station Export System Maintenance Spares Strategy

## 3. Generator Protection Spares Scope of Supply

### 3.1 Plant Description

The generator protection panels installed at Kusile Power Station were manufactured, installed, and commissioned by Actom through Alstom/GE. The generator protection panels are considered level 1 plant and are vital in protecting some of the highest value assets installed at Kusile Power Station. Items such as the generator, generator transformer and unit transformers are all protected using the generator protection panels. The generator protection panels consist of various components that function together in order to try and safeguard these high value assets.

The KKS of the generator protection panels are as follows:

60-\* 0BAY01  
60-\* 0BAY02  
60-\* 0BAY03  
60-\* 0BAY04  
60-\* 0BAW10 GH001

Where \* represents an integer value from 1-6 representing a Kusile Power Station Unit.

The spares indicated below, in section 3.2 Scope of Work, must be applicable to all of the above mentioned generator protection panels listed above.

### 3.2 Description of the works

Kusile Power station requires the supply of spares as indicated in the Appendix A.

The following are the *Supplier's* requirements:

- a. The *Supplier* will ensure that the correct spare is supplied and will replace or be liable for damage at his/her cost if the incorrect or defective spare/s is supplied. The costs may include, but not limited to, repairs and/or replacement of a defective or incorrect spare.
- b. The *Employer's* (i.e., Eskom Holdings SOC) acceptance of delivered spare/s does not absolve the *Supplier* of the liability to supply the correct and/or defect free spare.
- c. The *Supplier* may, at the *Employer's* discretion, be given access to the plant to verify the information of the installed spare.
- d. The spare must be the same (e.g., same Part Number) as specified on this works information and the part number will also be used to perform quality control checks.
- e. If *Supplier* is not the OEM, the *Supplier* must be certified by OEM to supply spares to ESKOM.
- f. The *Employer* may at his/her discretion make the *Employer's* Engineer or employees or *others* made available to the *Supplier* for the purpose of soliciting additional information or verifying information as the need arises.
- g. The *Supplier* will supply any additional information such as brochure, general arrangement drawing, test certificates, detailed specification, etc.
- h. The *Supplier* shall supply preservation and storage procedure(s) as part of the tender deliverables.

- i. "Estimated Spare Quantities to be Procured over Five (5) Year Period", indicated by the Employer in the Appendix A as one of the table subheadings, is the estimated number the Employer may require the Supplier to supply over the contract period. The Supplier may only supply the quantity as specified by the Employer in the specific order instruction.
- j. If deemed necessary, the *Employer* may subject the *Supplier* to a quality assurance assessment at the *Supplier's* or *sub-Supplier's* premises as part of the technical evaluation or before the contract placement or at any time during the contract period.
- k. Complete price breakdown must be supplied with the quotation and must include the cost of transport to Kusile Power Station. The quotation will be based on items listed in Appendix A and there should be a similar one compiled for populating the items' individual DCF's. Methodology use to quote for transportation of procured items should be defined and quantified.
- l. Spares will be opened for inspection, counting and quality control check at the *Employer's* stores.
- m. The *Employer* has provided the Bill of Material table and copies of individual spares DCF's to assist the *Supplier* to meet the requirements of the Work to be performed by the *Supplier*.
- n. Where the DCF has already been fully or partially populated by the *Employer*, the *Supplier* shall verify the correctness of the information and complete partially populated DCF's.
- o. The *Employer* may make clarification sessions available to either prospective *Supplier(s)* to further assist the prospective *Supplier/s* to meet the requirements of the Work to be performed by the *Supplier*.

Where the Employer has entered into a National Framework agreement for the supply of any listed items in Appendix A before this contract is in place, those items shall not form part of the contract.

The following items will be required as tender deliverables and the Supplier shall be evaluated on them:

- a. Use Appendix A to compile a quotation for the tendered items/components. A similar table shall be developed by the Supplier to supply quotation for populating individual DCF's. The quotation should include transportation costs as stipulated above.
- b. Confirmation that the Supplier is the original manufacturer or approved distributor of the items tendered for. Confirmation should be provided in written correspondence or certification of approval as a distributor.
- c. Confirmation that the items to be supplied will be the same as the items listed in Appendix A. Items different from the required spares will only be accepted where the item is approved similar. The Supplier must inform the Employer in writing as part of the tender deliverables to indicate proposed alternative spares. The Employer to be provided with all technical information on the proposed alternative spare to approve the alternative spare as acceptable. Similar spares to be interchangeable with original spares and any modifications required when installing the alternative spare to be indicated to the Employer.
- d. Confirmation that the Supplier will populate all DCF's for the tendered items. In instances where not all fields of the DCF can be populated, the Supplier shall request the Employer for approval to submit an incomplete DCF. The Employer reserves the right to reject any populated DCF if the information is not deemed sufficient. More details required with the DCF's are outlined in section 4.2 below.
- e. The Supplier shall supply the preservation procedures for all the items tendered for. These shall include handling, storage, and transportation procedures. Group preservation of similar items is acceptable. The procedures may be supplied after order placement. However, confirmation must be provided as a tender deliverable.
- f. The Supplier's proven track record in supplying listed items or similar items shall be sourced to ensure that the Supplier can supply the items. It is also required that there be technical expertise on the said components to ensure proper diagnosis of any faults that may be experienced on the tendered components.
- g. Supplier to notify the Employer about the warranty periods for all tendered components/items and the time it will take to deliver the items from the date of order placement.
- h. Supplier to provide data sheets for all tendered spares as part of the tender documentation. The data sheets to be comprehensive enough to give all relevant information that describe a product.
- i. The Supplier shall provide shelf-life duration for all tendered items

### 3.3 Documentation

- a. All relevant drawings and documentation, including calibration certificates or verification checks to accompany the items listed in Appendix A.
- b. The Supplier will supply any additional information such as brochure, general arrangement drawing, certificates, detailed specification, data sheet, Settings Document for programmable electronic cards etc.
- c. The Supplier provides the Employer with additional spares information and verifies information required in the attached data capturing forms (DCF).
- d. The Supplier shall supply preservation and storage procedure/s, where applicable.
- e. The Employer may make clarification sessions available to either prospective Supplier/s to further assist the prospective Supplier's to meet the requirements of the supply scope delivered by the Supplier.

## 3.4 Acceptance of Spares

### 3.4.1 Spares Identification

Appendix A herein and attached to this document is a list of all the spares to be procured under this SOW. This list corresponds to the provided electronic copy of the DCF's or SAP Specification Printout that contain more information about the required spares.

Each spare is identifiable by means of an Eskom SAP Material number (as is used in the Power Station), part description, OEM and/or OEM part number.

### 3.4.2 Obsolescence

- a. The Supplier shall inform the Employer immediately where spares are found to be obsolete before the alternative spares is supplied,
- b. The Supplier shall indicate this to the Employer and indicate viable alternatives thereof.
- c. The Employer will review the alternatives and advice on the acceptance/rejection of the alternative thereof prior to the spares being delivered onsite.

### 3.4.3 Spares Quantities

- a. The estimated spares quantities to be provided as stipulated in APPENDIX A: Generator Protection Spares List.

### 3.4.4 Design, Manufacturing and Testing

Unless an alternative spare is proposed the required spares shall be the same, in all respects, as the original components. The spares shall also conform to the same specifications as the original components. This includes all aspects such as design, materials and material specifications, manufacturing and manufacturing processes, testing, and operating and storage specifications.

### 3.4.5 Replacement Parts Upgraded/modified

Where equipment or spares, including the whole assembly, have been upgraded/ modified the *Supplier* shall indicate this to the *Employer* as part of the tender. The *Employer* shall be made aware immediately where the upgrade/modification to the component is only identified after the tender being issued. The detailed compatibility to the existing component shall be indicated including changes required to fit the upgraded/modified spare. This includes hardware, firmware, and software upgrade/modification. Approved alternative components shall be accepted provided they comply to all technical & commercial requirements.

If the components to be supplied will be obsolete, or envisaged to be obsolete, in the 3 years after tender being issued, the *Supplier* shall indicate this to the *Employer* and indicate viable alternatives thereof

#### 3.4.6 Packaging

- i. All supplied spares shall be packaged in such a manner that they will be transported and stored without damage. This includes preventing damage due to moisture ingress, dust, and foreign objects.
- ii. Different spare types shall be packaged separately such that each spare type can be stored separately. Packaging shall be such that the spare can be identified without opening the packaging. Packaging shall be of material that will not be damaged, to an extent possible, by harsh weather conditions during transportation. If that is not possible, then the packaging shall be protected against such conditions.
- iii. Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.
- iv. Delivery packaging shall include as a minimum the following details:
  - a) Purchase order number
  - b) Part description
  - c) Part number
  - d) Eskom SAP material number
  - e) Drawing number, where applicable
  - f) Physical address of Kusile Power Station and the *Supplier*
  - g) Contact details of the *Supplier*
  - h) Delivery note number

#### 3.4.7 Transportation

- a) Transportation of all spares shall be conducted with due regard of the sensitivity of the units and in such a manner that spares are suitably protected. All possible care must be taken to ensure that the components are not subjected to undue rough handling, vibration, humidity, excessive temperatures, or abuse. When courier service is used for transportation, the courier services service provider shall be alerted to the nature of the content of the packages and instructed to handle with care. Labels shall be used to indicate the fragile nature of the items.

#### 3.4.8 Quality Control of Spares

- a) No incorrect, damaged, or faulty spares will be accepted.
- b) All the spares will be inspected before payment can be processed.
- c) Eskom template data capturing forms information must be supplied and must meet an acceptable level. (all mandatory fields must be completed in full)
- d) Where applicable; test certificates, material certificate, manuals, data sheet, electronic cards programmed certificates and signature shall be provided.

#### 3.4.9 Information to be provided to the Supplier

The *Supplier* may be provided with either complete, partially complete, or uncompleted electronic Data Capture Form (DCF) for each spare required. The *Supplier* is required to ensure that the correct information is captured on the DCF's by either reviewing the information, completing the missing information, and completing a new DCF depending on action required. The DCF's are required by the Purchaser's Material Management System to be able to book the item in the store. the information should also be sufficient to procure the correct spares in future. Most of the DCF's have been populated by the *Purchaser* where

information was available. This information may not be correct and needs to be reviewed and verified/corrected as part of the *Services*.

The DCF's may be provided in Microsoft Word format. The *Supplier* needs to ensure the 'Track Changes' function is selected 'on' so that any changes to the existing information as well as inserted information can easily be identified and tracked. The following information needs to be provided as detailed as possible on the DCF's.

- a) Verify the existing information that is already populated on the DCF's and make changes where required. Ensure the 'track changes' function is on.
- b) Populate/verify all mandatory fields on the DCF's.
- c) Supply additional information in the field "Free Format Text" or "Purchase order text" on the DCF's. This includes:
  - The standards or specification that the product must conform to.
  - Add any spares information which has been omitted, which is deemed relevant for spares identification, packaging and protection requirements during transportation and storage.
  - The Quality Control requirements for manufacturing and testing of the product to ensure that the spares conform to the correct specifications or standards, including certificates and test results, that is required with delivery of the goods.
- d) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation, and utilisation of spares where applicable. Such information includes brochures, technical data, etc. These DCF's with the added information needs to be made available electronically to the employer.
- e) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation, and utilisation of spares where applicable. Such information includes brochures, technical data, etc.

#### **3.4.10 Guarantee of delivered spares**

All delivered spares shall come with an at least 12-months guarantee period starting from the *delivery date*.

#### **3.4.11 Insurance of the Goods**

Insurance to be the responsibility of the *Supplier* until *delivery*.

## **1.1 Health and safety risk management**

### **SHEQ Policy**

#### **Eskom SHEQ Policy**

Eskom has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

#### **Contractor SHEQ Policy**

All *Contractors* shall have an OHS policy signed by the CEO of the Service Provider/Contractor and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHE file.

### **SHE PLAN REQUIREMENTS:-**

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the Construction work, which must be updated/reviewed as the work progresses/changes. When a principal *Contractor* intends appointing contractor, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work

#### **3.1.1 Health and Safety Arrangements**

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Kusile Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

#### **Health and safety**

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;



Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to Kusile's Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

*Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10..*Contractor* will not be allowed on site if his letter of good standing is not valid

### **3.1.2 First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*

All *Contractor* personnel must have First aid and firefighting training

### **3.1.3 Fire Precautions**

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction, and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

### **3.1.4 Security, fire protection and safety**

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

### **3.1.5. Fire protection**

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

### **3.1.6 Safety and incident prevention**

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Kusile SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

### **3.1.7 Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer within 24 Hours* of incidents and any damage to property or equipment

**NOTE!** This report does not relieve the *Contractor* of his legal obligations 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.

### 3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

### 3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its work place and its employees;
- refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

### 3.1.10 Safety Regulations of the Employer

The *Contractor* conforms to the Eskom Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

## 1.2 Environmental constraints and management

The *Supplier* shall comply with Kusile Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *Supply Manager* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land. The clean-up cost is for the *Contractor's* account.

### 1.3 Quality

The *Purchaser* is in the process of implementing an ISO 9001:2000 series, therefore the *Supplier* will be expected to implement a quality system and maintains the quality system until the completion of this contract. The *Supplier* will comply with the provisions of the ISO 9001:2000 series

The *Supplier* will work according to the *Purchaser's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Supplier* will work according to the Generation Quality manual and professional guidelines.

- Quality Control Plan and Contract Plan Approval Process Standard 39-71.
- SANS Approved standards
- QM58 – Eskom's Quality Requirements

### 1.4 Invoicing and payment

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.

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)  
Kusile Power Station  
Hartebeesfontein Farm R545  
Kendal/Balmoral Road WITBANK

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)
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### 1.5 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	<a href="mailto:KataneE@eskom.co.za">KataneE@eskom.co.za</a>
Ms Beverley Jemaine-Cain	+27(0)11 800 3331	<a href="mailto:Beverley.jemaine-cain@eskom.co.za">Beverley.jemaine-cain@eskom.co.za</a>
Mr Krishan Chaithoo	+27(0)11 800 4455	<a href="mailto:Krishan.chaithoo@eskom.co.za">Krishan.chaithoo@eskom.co.za</a>
Mr Velaphi Mabaso	+27 (0)11 800 3836	<a href="mailto:velaphi.mabaso@eskom.co.za">velaphi.mabaso@eskom.co.za</a>

**EIMS General Information:**

Fax Number: +27 11 507 5758

Telephone Number: +27 11 800 4466

## 1.6 Contract change management

Changing the service information

- Access
- Provision by the *Employers*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events
- *Employer's* breach of contract

## 1.7 Provision of bonds and guarantees

N/A

## 1.8 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

Will be done as per Eskom assessments, invoicing and payment procedure and requirements.

## 2 Procurement

### 2.1 Subcontracting

#### 2.1.1 Preferred subcontractors

N/A

#### 2.1.2 Limitations on subcontracting

N/A

#### 2.1.3 Spares and consumables

- All materials, spares / equipment will be done via the Eskom Procurement system

#### **2.1.4 Other requirements related to procurement**

- To be negotiated with end user and *Supply Manager*

#### **2.1.5 Cataloguing requirements by the *Supplier***

N/A

### **3 List of drawings**

#### **3.1 Drawings issued by the *Purchaser***

Generator Protection drawings:

KUS 16 E CHA ---- P13 WD 001 Rev 8C (Units 1-6 Generator Protection Drawings) – 0.90/101445

KUS 16 E CHA ---- P13 WD 050 (Generator 100% Stator EF NER Cubicle Drawing & Wiring Diagram) – 203-59851

## **C3.2 SUPPLIER'S GOODS INFORMATION**

- As per Employer specifications
- All relevant documentation to be handed in as requested from end user / *Supply Manager*

This section could also be compiled as a separate file.

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