NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **Manufacture, Supply and Delivery of Fabric Filter Plant (FFP) Cages and Clips for a Period of 3 Years at Arnot Power Station on an "as and when required" basis**

Contents:		**No of pages**
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Part C2	**Pricing Data**	**[●]**
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CONTRACT No. **TBA**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	**Form of Offer and Acceptance**	**[●]**
	[to be inserted from Returnable Documents at award stage]	
C1.2a	**Contract Data provided by the *Purchaser***	**[●]**
C1.2b	**Contract Data provided by the *Supplier***	**[●]**
	[to be inserted from Returnable Documents at award stage]	

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:

Manufacture, Supply and Delivery of Fabric Filter Plant (FFP) Cages and Clips for a Period of 3 Years at Arnot Power Station on an "as and when required" basis

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd,** **Reg No: 2002/015527/06),** **Arnot Power Station,** **Private Bag x2,** **Rietkuil** **1097**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation **X2: Changes in the law** **X7: Delay damages** **X17: Low performance damages** **Z: *Additional conditions of contract***
	of the NEC3 Supply Contract (April 2013) [1]	
10.1	The *Purchaser* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[●]**
	Fax No.	**[●]**
10.1	The *Supply Manager* is (name):	
	Address	**Eskom Holdings SOC Limited (Reg No: 2002/015527/06)** **Arnot Power Station** **Private Bag x2,** **Rietkuil** **1097**
	Tel	**[●]**
	Fax	**[●]**
	e-mail	**[●]**
11.2(13)	The *goods* are	**Fabric Filter Plant (FFP) Cages and Clips**
11.2(13)	The *services* are	**Manufacture, supply and delivery of Fabric**

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

		Filter Plant (FFP) Cages and clips for a Period of 3 Years at Arnot Power Station
11.2(14)	The following matters will be included in the Risk Register	**Late deliveries** **Manufacturing of goods not according to specifications**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**5 working days**
2	**The *Supplier's* main responsibilities**	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1. FFP Cages & Clips** / **As stated in every Purchase Order issued**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**N/A**
31.1	The *Supplier* is to submit a first programme for acceptance within	**N/A**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**N/A**
4	**Testing and defects**	
42	The *defects date* is	**52 weeks after delivery of goods and services**
42.2	The *defects access period* is	**7 days**
43.2	The *defect correction period* is	**2 weeks after delivery of goods or as agreed by the parties**
5	**Payment**	
50.1	The *assessment interval* is	**Between the 25th day of each successive month**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice**.**

		ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 0000 (Fifty Million Rand), including in VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.**
6	**Compensation events**	**All Compensation Events are to be managed as per core clause 6 of the NEC3 SC.**
7	**Title**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**None**
88.1	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**R0.0 (Zero Rand)**
9	**Termination and dispute resolution**	
94.1	The *Adjudicator* is	**The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**Arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of**

		Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	**[●] South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The *base date* for indices is	**One month before ITT/RFQ closing or to be agreed upon**		
	The proportions used to calculate the Price Adjustment Factor are:	**Proportion**	**linked to index for**	**Index prepared by**
		15%	**Fixed**	**Fixed Portion**
		5%	**Prelim & General**	**SEIFSA Table D4**
		35%	**Material**	**SEIFSA Table E8 (Carbon medium steel)**
		30%	**Labour**	**SEIFSA Table C3 (Journeymen)**
		15%	**Transport**	**SEIFSA Table L1 (B)**
		100%		

X2 Changes in the law

X2.1	A change in the law of	**Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date**

X7 Delay damages

X7.1	Delay damages for Delivery are	**Delivery of**	**amount per day**
		Late delivery	**Two percent (2%) of the Purchase Order Value per day of late delivery until the actual delivery of the goods, to be capped at the maximum of Ten percent (10%) of the Total Purchase Order Values**
	(a) Delivery Lead Time	**Cage production (Order received**	**< 2 weeks - 5 2-3 weeks - 4 3-4 weeks - 2**

		till cage production start) **Production capacity (Per week)**	**> 4 weeks – 0** **> 2000 = 5** **1500 - 2000 = 4** **1000 - 1500 = 2** **< 1000 = 0**
X17	**Low performance damages**		
X17.1	The amounts for low performance damages are:	**Performance level**	**Amount**
		For each low performance product	**As stated in every Purchase Order issued**
Z	**The *additional conditions of contract* are**	**Z1 to Z16 always apply for Eskom**	

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser.*

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s

obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* 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 *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier*'s obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier*'s risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z _13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Terrorism	

Z14 Nuclear Liability

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

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

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

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

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

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Purchaser*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

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

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

Z16 The Employer's rights to Terminate the obligations to provide the Services due to Power Station Shutdown in 2030

Z16.1 The *Employer* is the operator of the Arnot Power Station, a coal fired plant installation, as designated by the National Electricity Regulator of South Africa (NERSA) and is the holder of the electricity generation licence in respect of the Arnot PS which is one of the stations selected for

repurposing. Therefore, the contract usage may from time to time reduce during the ramping down of the units and the usage of services will be on an “as and when required” basis.

Z16.2 Subject to the provisions of Sub-clause Z16.1 above, the *Employer* may after giving the Contractor a written notice of not less than 60 days (Sixty days) Terminate the Contractor’s obligations to Provide the Services if the *Employer*’s business cease to operate at Arnot Power Station prior to the end of the service period in this contract.

Z16.3 If the Contractor’s obligation to Provide the Services is terminated for this reason sated in sub-clause Z16.1 above, this shall constitute a reason for termination by the *Employer* as contemplated under NEC3, and the procedures shall be those on termination table P1 and P4 as stated in clause 92 and the amount due on termination shall be A1 and A2 and stated in clause 93

Annexure A: Supply Requirements

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2020[2] as follows:

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	DPU, DAP, DDP	

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

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

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

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

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

[2] International Chamber of Commerce, Incoterms 2020, Paris, January 2020

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Fabric Filter Plant (FFP) Cages	
2. The requirements for transport are	The *Supplier* is responsible for transporting the goods to Site. The *Supplier* takes responsibility of the goods while in transit i.e. insurances etc. Goods are to be off loaded at Arnot Power Station Main Stores Receiving	
3. The delivery place is	Eskom Arnot Power Station	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	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 *goods*	*Supplier*
	Unloading the *goods*	*Purchaser*
For international procurement	Undertake export requirements	*Supplier*
	Undertake import requirements	*Supplier*
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering *Supplier*:

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

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

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	**Annexure A**
11.2(11)	The tendered total of the Prices is	**R ,** **(in words)**
11.2(12)	The *price schedule* is in:	
11.2(14)	The following matters will be included in the Risk Register	**None**
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	**None**
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** **FFP Cages & Clips** / **Stated in every *Purchase Order***
31.1	The programme identified in the Contract Data is contained in:	**As per the Purchase Order**
63.2	The *percentage for overheads and profit* added to the Defined Cost is	

[1] Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.
[2] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	1

C2.1 Pricing assumptions

1. How *goods* and *service*s are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the *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 *service*s which can be priced as lump sums or as expected quantities of *goods* and *service*s multiplied by a rate, or a mix of both.

2. 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.

3. 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.

3.1. 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 *service*s 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	MATERIAL No.	DESCRIPTION	UNIT	QTY	RATE	PRICE
1		SAFETY FILE (FIRST YEAR) Medicals Police Clearance	SUM	1		
2		SAFETY FILE (YEARS 2-3) Medicals Police Clearance	ANNUALLY	2		
3	564332	CAGE: TYPE: BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; TYPE IS THE BOTTOM PART OF CAGE; BOTTOM SECTION OF THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO THE DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES; ON COMPLETION OF 1ST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR INSPECTION; 2 DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE DELIVERY	EA	33 000		
4	564603	CAGE: TYPE: MIDDLE BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; MIDDLE SECTION OF THE CAGE; THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON THE DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES ON COMPLETION OF FIRST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR THE INSPECTION; TWO DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE	EA	33 000		

		DELIVERY				
5	564951	CAGE: TYPE: TOP CAGE BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; TOP SECTION OF THE CAGE; THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES; ON COMPLETION OF 1ST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR INSPECTION; 2 DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE THE DELIVERY	EA	33 000		
6	189738	CLIP: TYPE: BAG FILTER CAGE; DIMENSIONS: 15 X 175 X 1.5 MM; MATERIAL: MS; DRAWING NO: ESKOM 26.41/38202 REV 1	EA	140 000		

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Purchaser*'s Goods Information	11
C3.2	*Supplier*'s Goods Information	1
	Total number of pages	13

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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1 Overview and purpose of the *goods* and *service*s

Arnot power station is equipped with Fabric Filter Plant (FFP). North side Units (Unit 1-3) each consist of 8 cells, each cell has 1698 filter bags installed. South side Units (Unit 4-6) each consist of 8 cells, each cell has 1367 filter bags installed. Each filter bag will have one assembled filter cage installed; the assembly consist of a top, a middle and a bottom section including clips for assembly.

The FFP cages are installed inside the FFP bags to ensure the bags can perform the design filtration. Failure of cages can cause high dust emissions that will lead to licence non-compliance.

2 Specification and description of the *goods*

ITEM	MATERIAL No.	DESCRIPTION	UNIT	QTY
1		SAFETY FILE (FIRST YEAR) Medicals Police Clearance	SUM	1
2		SAFETY FILE (YEARS 2-3) Medicals Police Clearance	ANNUALLY	2
3	564332	CAGE: TYPE: BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; TYPE IS THE BOTTOM PART OF CAGE; BOTTOM SECTION OF THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO THE DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES; ON COMPLETION OF 1ST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR INSPECTION; 2 DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE DELIVERY	EA	33 000
4	564603	CAGE: TYPE: MIDDLE BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; MIDDLE SECTION OF THE CAGE; THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON THE DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES ON COMPLETION OF FIRST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR THE	EA	33 000

		INSPECTION; TWO DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE DELIVERY		
5	564951	CAGE: TYPE: TOP CAGE BAG FILTER; WIDTH: 150 MM; LENGTH: 2.66 M; HEIGHT: 2.66 M; MATERIAL: CARBON STEEL; DRAWING NO: 26.41/38202 REV 0; TOP SECTION OF THE CAGE; THE CAGE IS INSTALLED ON THE FABRIC FILTER PLANT; THE CAGE TO BE MANUFACTURED ACCORDING TO DRAWING NUMBER LATEST REVISION; QUALITY CONTROL: THE SUPPLIER SHALL SUBMIT THE MATERIAL CERTIFICATE; MATERIAL TO BE COMPLIANT TO THE MATERIAL STIPULATED ON DRAWING NUMBER LATEST REVISION; THE SUPPLIER WILL PROVIDE ONE CAGE FOR APPROVAL BEFORE MANUFACTURING OF COMPLETE ORDER AND A JIG FOR TESTING OFF ALL CAGES; ON COMPLETION OF 1ST CAGE; THE EMPLOYER MUST BE NOTIFIED FOR INSPECTION; 2 DAYS WILL BE ALLOWED FOR THIS INSPECTION; THE BATCH MUST BE INSPECTED BY THE EMPLOYER BEFORE THE DELIVERY	EA	33 000
6	189738	CLIP: TYPE: BAG FILTER CAGE; DIMENSIONS: 15 X 175 X 1.5 MM; MATERIAL: MS; DRAWING NO: ESKOM 26.41/38202 REV 1	EA	140 000

Supplier to manufacture, supply and deliver Fabric Filter Plant Cages to Arnot Power Station according to the latest cage drawing (Drawing Number 26.41/38202).

Steel wired cages to be manufactured from mild carbon steel.
Support rings to have tensile strength of 450-480MPa and longitudinal wires to have tensile strength of 550-580MPa.

Workmanship and finish are equal to established practice in modern shops. All materials being worked have clean surfaces. Fabricated members are neat and accurate. Reasonable tolerances are required for each component. See Drawing Number 26.41/38202

The cages are free of sharp edges and burrs, which can damage the filter bag during installation or operation of the Fabric Filter Plant. The dimensions of the cage provided on the drawing include the coating thickness. The rings are induction welded onto the wires. The wires are induction welded onto the Hem Cup and to the collar.

The *Supplier* is to ensure that:

- The cages do not deform during assembly.
- The cages can be disassembled and re-assembled as needed over the life of the cage without deformation of the cage or loss of joint integrity.
- The welding specification 240-106628253 is adhered to.
- All the dimensions are provided in mm unless stated otherwise.
- The clip for joining of cages to be manufactured according to Drawing Number 26.41/38202.
- The maximum spacing between the horizontal rings is 200 mm.

In no event shall any item delivered or to be delivered hereunder contain an amount of lead in excess of 0.06% by weight in the dried film.

All the materials should be mild steel. The complete filter cage should be coated with SKS Black edging primer SNK10 or Ferro-Pak 615 or approved equivalent.
SHIPPING REQUIREMENTS

A typical shipping and storage crate for cages can be used. The material of construction (structural pine) shall be of adequate heft to provide the strength needed to protect the cages during transportation. A minimum of 50mm x 100mm or larger wood shall be used to frame the main structure. Connections shall be achieved by both nailing and use of screws. The ends shall be braced with a minimum 50mm x 100mm diagonal and webbing or alternate end caps shall be provided to prevent the cages from dislodging during transport.

The cage crate is assembled with dual support levels. This is so the bottom cages are not damaged from supporting the weight of the stack.

The crate is covered with some form of durable cover suitable for both shipment and storage. Protective coverings may require UV inhibitors depending upon site storage conditions and schedule.

Crates are capable of being lifted via standard forklift from the side without damage to the crate.

Crate bottom is dual layered allowing for unobstructed inserting of forklift blades between the two layers.

Crate is able to be lifted with a crane utilising slings without damage to the crate.

The handling instructions are included with each bundle of cages showing proper loading, unloading and storage requirements.

The weight of shipping units does not exceed 900 Kg.

2.1 *Purchaser*'s design

Not applicable

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

The *Supplier* must supply as per the item description and as and when required to do so

2.3 Other requirements of the *Supplier*'s design

Not applicable

2.4 Use of *Supplier*'s design

Not applicable

2.5 Manufacture & fabrication

All materials to comply to Eskom standards

2.6 Factory acceptance testing (FAT)

The *Purchaser* may request FAT and material inspection

2.7 Other tests and inspections and commissioning in place of use

The *Supplier* is responsible for providing comprehensive documentation demonstrating compliance.

Quality control checks documentation is in place at Arnot Power Station at the Main Store (Receiving)

2.8 Operating manuals and maintenance schedules

Not applicable

3 Supply Requirements

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

4 Specification of the *service*s to be provided

All materials to comply with Eskom standards, including but not limited to:

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Not applicable

5.2 Work to be done by the Delivery Date

All goods are to be delivered as per the quantity required and quality check to be done after every delivery.

5.3 Marking the *goods*

Not applicable

5.4 Constraints at the delivery place and place of use

The FFP Cages must be delivered at Arnot Power Station Stores between Monday and Thursday at 09:00 to 15:00. On Friday, between 9:00 and 12:00

5.5 Cooperating with Others

The *Supplier* must fully co-operate with the *Purchaser's* team during off-loading at the project site

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

Not applicable

5.7 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	**Approximate time & interval**	**Location**	**Attendance by:**
Risk registers and compensation events	As and when required	Material Management Boardroom	*Purchaser*, *Supplier*, and *Supply Manager*
Overall contract progress	As and when required	Material Management	*Purchaser*, *Supplier*,

and feedback		Boardroom	and *Supply Manager*

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.

5.8 Documentation control

All documentation from the *Supplier* must be provided in hard copy and must also be emailed to the *Supply Manager*, as per the communication process agreed after contract award.

5.9 Health and safety risk management

The *Supplier* shall comply with the occupational health and safety Act 85 of 1993 requirements: all applicable procedures and standards in their recent revisions. Eskom Life Saving Rules and other Eskom safety rules and requirements not limited to:

- Driven Machinery Regulations
- Fossil Fire Fuel regulations
- Plant Safety Regulations
- Working At Heights Standard
- Regulation For Hazardous Chemical Agents
- Confined space standard
- Occupational Hygiene management

- Control of noise is through wearing hearing protection
- Dust, dust suppression or as the last resort issue dust mask
- Waste, put waste in the correct waste bin
- Water to be conserve, use as little as possible
- Adhere to all Eskom lifesaving rules
- Submission of monthly health and safety statistics is mandatory

A. Road Safety

a. Speed limit: 40km/h
b. By passing Speed humps not allowed
c. Transporting People at the back of the bakkie is not allowed
d. Buckle up always
e. Park only at demarcated areas

B. Sanitation

a. Toilets for both genders are available at the plant

C. Emergency

a. The emergency number for Arnot is 013 297 9222 Pax:5222
b. Emergency alarms are tested every Wednesday 10H00

D. Access

Before access can be grated the following must be met:

a. Safety file with all the requirements to be submitted and approved prior site establishment and access
b. SHE Induction attendance is compulsory

c. All applicable trainings, statutory requirements and guidelines to be strictly adhered to. Use safety file and OHS specification as reference

COMPULSORY COMPLIANCE TO 5 IDENTIFIED LIFE SAVING RULES:

Rule1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch
(That is, any plant operating above 1 000 V)

No person may work on any electrical network unless:

- He/she is trained and authorised as competent for the task to be done.
- A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.
- An equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures.
- All conducting material is connected, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

Rule 2: Hook up on heights

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height.
- He/she is appropriately trained.
- He/she is appropriately secured during ascending and descending and
- He/she is using an approved fall arrest system where applicable.

Rule 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.

Rule 4: Be Sober

1 No person is allowed to work under the influence of drugs and alcohol.
2 "Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that
1 He individual's faculties are in any way impaired by the consumption or use of the substances; or
2 The individual is unable to perform in a safe, productive manner; or
3 The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
4 The individual has a level of alcohol in his/her body that is greater than 0.02% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

Rule 5: Ensure that you have a permit to work

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.
No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure.

NB: In the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding of these rules

Rule 6: Ensure safe live working

To ensure safe live work, each live worker shall:

- Ensure all live work basic principles are adhered to, as outlined (for the method being used) in the High Voltage Live Working Standard for the respective division
- Observe and maintain the minimum approach distance (MAD).
- Only perform live work (never mix live and dead work on the same site at the same time – Refer to ORHVS Section 7 and 5 handouts respectively

Perform tasks they are authorised for and only undertake tasks that are documented in the respective Task Manual (TM). Only work on one potential (voltage) at a time.

5.10 Environmental constraints and management

The *Supplier* shall comply with the health and safety requirements contained the *Purchaser's* SHE Specification.

5.11 Quality

Quality check sheet should be in place.

The *Supplier* will be expected to comply with Supplier Quality Management Specification 240-105658000 (previously called QM58) and ISO: 9001 requirements and other Eskom Holdings SOC Limited's Standards and specifications.

The *Supplier* must implement a quality management system that covers all stages of the supply process, from material procurement and manufacturing and delivery. The *Supplier* shall provide detailed quality assurance documentation to demonstrate adherence to the required quality standards.

5.12 Invoicing and payment

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 *service*s provided for each item invoiced based on the Price Schedule,
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT and
- (add others as required).

Detailed tax invoice, clearly showing: Eskom Holdings SOC LTD

Electronic copy to Finance Shared Services
Megawatt Park

5.13 Insurance provided by the *Purchaser*

Refer to Annexure B – Insurance to be provided by the *Purchaser*

5.14 Contract change management

Clause 6 Compensation events of the NEC3 Supply Contract will apply to all changes in this contract.

5.15 Provision of bonds and guarantees

Not applicable

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

All records and quality documentation must be provided in hard copy and must be electronically emailed to the *Supply manager*

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not applicable

6.1.2 Limitations on subcontracting

Not applicable

6.1.3 Spares and consumables

Not applicable

6.1.4 Other requirements related to procurement

Not applicable

6.1.5 Cataloguing requirements by the *Supplier*

Not applicable

7 List of drawings

7.1 Drawings issued by the *Purchaser*

Drawing Number 26.41/38202 - FFP Bag with Cage on with clips

8 Supplier Development, Localisation, and Industrialisation obligation

Applicable to this contract

C3.2 *SUPPLIER*'S GOODS INFORMATION

Not applicable