



NEC3 Supply Contract (SC3)

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

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

for **Supply & Delivery of Top Cover Bronze Wearing
Components**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of Top Cover Bronze Wearing Components

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(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, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

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 <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X7: Delay damages X17: Low performance damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	Top Cover Bronze Wearing Components
11.2(13)	The <i>services</i> are	Supply and Deliver Top Cover Bronze Wearing Components
11.2(14)	The following matters will be included in the Risk Register	Force Majeure Labour strike and Community Unrest

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

		Lead time of material Poor quality of material Wrong Material Delivered
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	Two (2) working days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i> <i>delivery date</i>
		1 Top Cover Bronze Wearing Components as per price List TBC
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.	To be agreed by both Parties
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Five working days
4	Testing and defects	
42	The <i>defects date</i> is	Fifty-two weeks after Delivery.
43.2	The <i>defect correction period</i> is	Four weeks
42.2	The <i>defects access period</i> is	Seven days
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month or continuous assessment upon safe delivery and having met all the required standard and signed off.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four weeks after assessment is completed and signed by the Supply Manager.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest

(calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Obsolete Goods 2. Preservation 3. Change in works information
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total price of the design, manufacturing and delivery
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The purchase order value
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the goods.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- 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	Rates are fixed and firm for the first 12 months after first order placement date. Thereafter CPA escalation will apply. Base date will be the month before enquiry closes.

	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	The Republic of South Africa is a compensation event if it occurs after the Contract Date		
X3	Multiple currencies			
X3.1	The Purchaser will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•]		
		[•]		
		[•]		
X3.1	The exchange rates are those published in	[•] on [•] (date)		
		The items will be paid in the other currency - to a foreign Bank account nominated by the Supplier - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the Purchaser before the Contract Date.		
		(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Items not as per contract lead times	2% of the total value of the purchase order per day to a maximum of 20% of the purchase order	
X17	Low performance damages			
X17.1	The amounts for low performance			

	damages are:	amount	performance level
		2% of the purchase order	for Incorrect spares delivered
		2% of the purchase order	for defective spares delivered
Z	The additional conditions of contract are		
	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.
- Z5 Waiver and estoppel: Add to core clause 12.3:**
- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z6 Health, safety and the environment: Add to core clause 25.4**
- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.
- Without limitation the *Supplier*:
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
 - undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z7 Provision of a Tax Invoice and interest. Add to core clause 51**
- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core

clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *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 <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

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

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

Standard means the *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 effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² 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	DAT, DAP, DDP	Drakensberg Power Station

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

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

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

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

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Manufacture spares as per the scope of work and as per the drawings (to be supplied).	
2. The requirements for transport are	The goods will be transported on the road	
3. The delivery place is	The delivery location is Drakensberg Power Station Stores	
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 <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	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

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 <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:	C3.1 SC3 Purchasers Goods Information												
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:	C2 SC3 Pricing Data												
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 and services</i> is:	<table> <thead> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> </thead> <tbody> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:	C3.1 SC3 Purchasers Goods Information												
63.2	The <i>percentage for overheads and profit</i> 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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options :

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14 Advanced payment to the *Supplier*

These Options require a bond or guarantee “in the form set out in the Goods Information”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto it's letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

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

(the *Purchaser*) and

[Insert registered name and address of the *Supplier*]

(the *Supplier*), for

[Insert details of the *goods and services* from the Contract Data]

(the *goods and services*).

I/We the undersigned

on behalf of the *Supplier's*
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.
4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 20__

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none">the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, orthe date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods and services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

Pro forma Advanced Payment Bond (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank ref no. [●]

Date: [●]

Dear Sirs,

Advanced Payment Bond for Contract No. [●]

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Purchaser*) and

{Insert registered name and address of the *Supplier*}

(the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data}

(the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment bond.
4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating

the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.

6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

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

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

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

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

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

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 *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item nr	Description	Unit	Quantity	Rate	Price
0760463	BUSH - GUIDE VANE BOTTOM; INSIDE DIAMETER: 340 MM; OUTSIDE DIAMETER: 370 MM; LENGTH: 325 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR SYSTEM; DRAWING NO: 18.48/5899; DRAWING 18.48/5899 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	84		
0760468	Bush - GUIDE VANE MIDDLE BUSH; INSIDE DIAMETER: 330.21 MM; OUTSIDE DIAMETER: 380 MM; LENGTH: 350 MM; MATERIAL: BRONZE; APPLICATION: GOVERNER SYSTEM; DRAWING NO: 18.48/5898; DRAWING 18.48/5898 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	84		
0760469	BUSH - GUIDE VANE TOP BUSH; INSIDE DIAMETER: 355 MM; OUTSIDE DIAMETER: 480 MM; LENGTH: 140 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR SYSTEM; DRAWING NO: 18.48/5894; DRAWING 18.48/5894 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	84		
0760470	THRUST COLLAR WEAR STRIP; WIDTH: 34 MM; LENGTH: 480 MM; THICKNESS: 11 MM; MATERIAL: BRONZE; APPLICATION: THRUST COLLARS- GUIDE VANES; DRAWING NO: 18.48/5911 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	168		
5	TWIST-OFF BOLT: GUIDE VANE THRUST COLLAR INSERT; OUTSIDE DIAMETER: 24 MM; OVERALL LENGTH: 35 MM; HEAD SHAPE: MUSHROOM; MATERIAL: PHOSPHOR BRONZE; DRAWING NO: 18.48/6235; DRAWING 18.48/6235 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	1000		
0760430	BUSH LINK STAIGHT & ECCENTRIC PINS – GUIDE VANE LEVER LINKAGE BUSH; INSIDE DIAMETER: 125 MM; OUTSIDE DIAMETER: 155 MM; LENGTH: 148 MM; MATERIAL: BRONZE; APPLICATION: GUIDE VANE LINKAGES; DRAWING NO: 18.48/5902; WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	168		

0760472	HORIZONTAL OPERATING RING WEAR STRIP; WIDTH: 100 MM; LENGTH: 500 MM; THICKNESS: 30 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/5900; DRAWING 18.48/5900 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	26		
0760479	VERTICAL WEAR PLATE OPERATING RING; WIDTH: 149 MM; LENGTH: 500 MM; THICKNESS: 20 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR OPERATING RING; DRAWING NO: 18.48/5901; DRAWING 18.48/5901 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	26		
0760478	BUSH – GOV SERVOMOTOR LINK STRAIGHT & ECCENTRIC PINS BUSH; INSIDE DIAMETER: 280 MM; OUTSIDE DIAMETER: 330 MM; LENGTH: 397 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/5903; DRAWING 18.48/5903 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	20		
0760471	BUSH – GOVERNOR SERVOMOTOR PISTON; INSIDE DIAMETER: 300 MM; OUTSIDE DIAMETER: 330 MM; LENGTH: 280 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/6338; DRAWING 18.48/6338 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST	EA	10		

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Reference, → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained. Alternatively just update the table below when the drafting of the Goods Information is complete by clicking on 'References' then 'Update Table' then 'Update entire table'

Part 3: Scope of Work	1
C3.1: <i>Purchaser's</i> Goods Information	2
1 Overview and purpose of the <i>goods</i> and <i>services</i>.....	4
2 Specification and description of the <i>goods</i>	4
2.1 <i>Purchaser's</i> design	5
2.2 Procedure for submission and acceptance of <i>Supplier's</i> design.....	6
2.3 Other requirements of the <i>Supplier's</i> design	6
2.4 Manufacture & fabrication.....	6
2.5 Factory acceptance testing (FAT)	6
2.5.1 Test Certificates	6
2.5.2 Manufacturing Tests	6
2.5.3 Casting Inspections.....	6
2.5.4 Rectification of Defects	7
2.5.5 Final inspections	8
2.6 Other tests and inspections and commissioning in place of use.....	8
2.7 Operating manuals and maintenance schedules	8
3 Supply Requirements	8
4 Specification of the <i>services</i> to be provided	8
4.1 Crane	8
4.2 Area for site establishment and storage	8
5 Constraints on how the <i>Supplier</i> Provides the Goods	8
5.1 Programming constraints.....	8
5.2 Work to be done by the Delivery Date.....	9
5.3 Constraints at the delivery place and place of use	9
5.4 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	9
5.5 Management meetings	9
5.6 Documentation control.....	9
5.7 Health and safety risk management.....	9
5.8 Environmental constraints and management	9
5.9 Quality.....	9

5.10	Invoicing and payment	9
5.11	Contract change management	10
5.12	Provision of bonds and guarantees.....	10
5.13	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> 10	
6	Procurement.....	10
6.1	Subcontracting	10
6.1.1	Preferred subcontractors	10
6.1.2	Limitations on subcontracting	10
6.1.3	Spares and consumables	10
7	List of drawings.....	11
7.1	Drawings issued by the <i>Purchaser</i>	11
C3.2	Supplier's Goods Information	11

1 Overview and purpose of the goods and services

Drakensberg Pumped Storage Scheme consists of four pumped storage units. Each unit has a main unit shaft as one of the major components. The shaft rotates by means of water flowing through a runner of the turbine, which turns the rotor of the generator and generate electricity to the national grid of South Africa.

The flow rate of the water is controlled with guide vanes in conjunction with a governor system. The governor systems consist of various wearing components to allow the guide vane servomotors, operating ring and guide vanes to move. These wearing components are planned to be replaced during the upcoming Turbine Refurbishment outages planned for Drakensberg PSS. New wearing components are required to be procured to be able to perform the Turbine Refurbishment outages.

This Technical Specification outlines the required specification for each of the required wearing components as well as what will be expected from the *Supplier* supplying the *goods* during the duration of the supply.

2 Specification and description of the goods

This document covers the requirements for the Supply and delivery of Top Cover Bronze Wearing Components at Drakensberg Pumped Storage Scheme as per the specification and description of the goods below:

The *Supplier* manufactures, inspects, supplies and delivers the *goods* as described in Table 1 to the *Employer's* site (Eskom Drakensberg Pumped Storage Scheme).

All parts are manufactured from Cu-Sn10P - 90/10 Phosphor Bronze casting (as per SANS 200:2008), PB1 (as per BS EN 1982). The *Supplier* provides material certificates for all materials used. Chemical Composition % by weight is shown in **Table 1** below:

Element	Percentage
Copper	Remainder
Tin	10 – 12%
Zinc	0.05% max
Nickel	0.10% max
Lead	0.25% max
Phosphorus	0.5 – 1.2%
Aluminium	0.01% max
Iron	0.10% max

- Castings conform to SANS 200:2008 COPPER ALLOY INGOTS AND CASTINGS.
- The *Supplier* machines all items as per Table 1 to the tolerances as specified in the drawings.
- The *Supplier* machines all items as per Table 1 to within the concentricity specification as specified in the drawings.
- The *Supplier* machines all items as per Table 1 to within the taper specification as specified in the drawings.
- The *Supplier* machines all items as per Table 1 to within the surface roughness specification as specified in the drawings.
- The *Supplier* removes all burrs and sharp edges after final machining as specified in the drawings.
- For quality purposes, the *Supplier* hard stamps all items as per Table 1 with a unique identifying number on a non-working surface as specified in the drawings.
- The *Supplier* repairs all defects.

- BUSH - GUIDE VANE BOTTOM; INSIDE DIAMETER: 340 MM; OUTSIDE DIAMETER: 370 MM; LENGTH: 325 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR SYSTEM; DRAWING NO: 18.48/5899; DRAWING 18.48/5899 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- BUSH - GUIDE VANE MIDDLE BUSH; INSIDE DIAMETER: 330.21 MM; OUTSIDE DIAMETER: 380 MM; LENGTH: 350 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR SYSTEM; DRAWING NO: 18.48/5898; DRAWING 18.48/5898 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- BUSH - GUIDE VANE TOP BUSH; INSIDE DIAMETER: 355 MM; OUTSIDE DIAMETER: 480 MM; LENGTH: 140 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR SYSTEM; DRAWING NO: 18.48/5894; DRAWING 18.48/5894 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- THRUST COLLAR WEAR STRIP; WIDTH: 34 MM; LENGTH: 480 MM; THICKNESS: 11 MM; MATERIAL: BRONZE; APPLICATION: THRUST COLLARS- GUIDE VANES; DRAWING NO: 18.48/5911 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- BUSH LINK STRAIGHT & ECCENTRIC PINS – GUIDE VANE LEVER LINKAGE BUSH; INSIDE DIAMETER: 125 MM; OUTSIDE DIAMETER: 155 MM; LENGTH: 148 MM; MATERIAL: BRONZE; APPLICATION: GUIDE VANE LINKAGES; DRAWING NO: 18.48/5902; DRAWING 18.48/5902 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- HORIZONTAL OPERATING RING WEAR STRIP; WIDTH: 100 MM; LENGTH: 500 MM; THICKNESS: 30 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/5900; DRAWING 18.48/5900 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- VERTICAL WEAR PLATE OPERATING RING; WIDTH: 149 MM; LENGTH: 500 MM; THICKNESS: 20 MM; MATERIAL: BRONZE; APPLICATION: GOVERNOR OPERATING RING; DRAWING NO: 18.48/5901; DRAWING 18.48/5901 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- BUSH – GOV SERVOMOTOR LINK STRAIGHT & ECCENTRIC PINS BUSH; INSIDE DIAMETER: 280 MM; OUTSIDE DIAMETER: 330 MM; LENGTH: 397 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/5903; DRAWING 18.48/5903 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- BUSH – GOVERNOR SERVOMOTOR PISTON; INSIDE DIAMETER: 300 MM; OUTSIDE DIAMETER: 330 MM; LENGTH: 280 MM; MATERIAL: BRONZE; DRAWING NO: 18.48/6338; DRAWING 18.48/6338 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST
- TWIST-OFF BOLT: GUIDE VANE THRUST COLLAR INSERT; OUTSIDE DIAMETER: 24 MM; OVERALL LENGTH: 35 MM; HEAD SHAPE: MUSHROOM; MATERIAL: PHOSPHOR BRONZE; DRAWING NO: 18.48/6235; DRAWING 18.48/6235 WILL BE MADE AVAILABLE TO THE SUPPLIER ON REQUEST

2.1 Purchaser's design

The Purchaser will avail all drawings to the supplier upon request and the supplier needs to sign the non-disclosure agreement (NDA) before drawings can be handed to the supplier.

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

The *Supplier* designs and provides all equipment and jigs necessary to manufacture the items as per Table 1 and provide all QCP's with relevant intervention points to the Purchaser for acceptance before fabrication/manufacturing can commence.

2.3 Other requirements of the *Supplier's* design

The *Supplier* adheres to the following in providing the items to be supplied:

Reference Number	Title	Date or revision	Tick if publicly available
240-53665024	Engineering Quality Manual	1	*
SABS - ISO 9001:2015	Requirements for Quality management systems.	2015	*
SANS 200:2008	Copper Alloy Ingots & Castings	2008	*
OHSA No. 85 of 1993	Occupational Health and Safety Act.	1993 as amended	√

*Available on request.

2.4 Manufacture & fabrication

Goods are to be manufactured and fabricated as per the specification and description of the goods.

2.5 Factory acceptance testing (FAT)

The *Supplier* performs factory testing. The *Supplier* submits copies of all tests, indicating the results of all tests performed to the *Employer* for acceptance within ten (10) days of being performed.

2.5.1 Test Certificates

The *Supplier* submits copies of all test certificates and calibration, indicating the result of all type tests performed, to the *Employer* for acceptance within ten (10) days of being performed.

2.5.2 Manufacturing Tests

Component materials and parts are routinely tested in accordance with the *Supplier's* QCP.

2.5.3 Casting Inspections

- Castings are inspected in the manner stated below.
- Inspections are performed by Level 2 or better NDE technician from a third-party AIA.

2.5.3.1 Visual inspections

- The surface of the castings must be smooth, free of hitting marks, blisters, porosity, cracks, flaws, non-metallic or foreign inclusions.
- The manufactured components must be straight and undeformed.
- Castings with defects exceeding the restrictions shall be rejected.
- Blowholes and cavities not exceeding 2 mm depth shall be smoothed out by blending as described in 8.1.4.
- In the case of blowholes occurring opposite each other, the combined depth to be considered.
- Castings shall, after inspection, be ground smooth.
- Small and repaired blowholes shall be ground level and smooth.
- All surfaces are free from irregularities which may interfere with the performance of the examinations. The surface of the castings is examined visually and free of adhering sand, scale, cracks and hot tears.

2.5.3.2 Radiographic testing

Radiography is to be carried out in compliance with ASTM E310-21 (Standard Reference Radiographs for Bronze Castings) on all castings. All sub-surface imperfections are to be identified for subsequent assessment in accordance with the acceptance standards.

The table below gives the maximum severity allowed for the castings.

MAXIMUM SEVERITY OF DEFECTS IN CASTINGS		
Code	Discontinuity type	Maximum Severity Level
A	Gas porosity	1
B	Sand inclusions	1
Ca	Shrinkage, linear	1
Cd	Shrinkage, feathery or spongy	1
Ds	Hot tear	None allowed
Eb	Inserts, chaplets	None allowed

Castings with defects having a max linear dimension exceeding 3 mm in size shall be rejected.

2.5.3.3 Penetrant testing

- Each casting is inspected after machining with dye-penetrant testing by a Level 2 or better NDE technician to ensure that there are no discernible cracks or other defects in the casting.
- Indications of cracks, hot tears or chain-like porosity and surface oxide inclusions in linear formations are not acceptable.
- Indications arising from porosity and surface oxide inclusions in non-linear formations are to be assessed as follows:
 - Isolated pinpoint porosity (diameter smaller than 0.5 mm) is acceptable except on working surfaces.
 - Clustered pinpoint porosity (diameter smaller than 0.5 mm) and other defects are acceptable except on working surfaces, provided that the maximum size of any indication is not to exceed 2 mm diameter bleed out, and the sum of the diameters of all indications in an area of 70 x 70mm is not to exceed 24mm.
- The indications identified in (c)) are acceptable providing that the immediate area of the casting is acceptable when examined for sub-surface defects.

2.5.4 Rectification of Defects

- No welding or filling with any other metallic or non-metallic material is allowed on any casting.
- Unacceptable surface defects may be excavated by an approved process, providing the resulting depression does not reduce the section thickness by more than 3 mm. The excavation is to be smooth, and all sharp edges are to be removed.
- The depression sides and ends are to be smoothly blended out by a minimum radius of three times the maximum depth of blending and the edge formed with the surface is also to be faired smooth. The remaining section thickness in way of the depression is to be free from sub-surface defects as revealed by radiography. The total area subjected to blending, including the area affected by the fairing, is not to exceed 10%.
- In the case of blowholes occurring opposite each other, the combined depth shall be taken into account.
- Blowholes and cavities not exceeding 2 mm depth shall be smoothed out by grinding.
- Castings shall, after inspection, be ground smooth.

2.5.5 Final inspections

- a) The finished components as listed in Table 1 are inspected after final machining with a calibrated micrometer. All diameters to be measured in the x-axis and y-axis in three positions along the z-axis (top, middle and bottom). Therefore 6 dimensions per diameter for each component.
- b) The surface finish of the parts after final machining are tested with a calibrated instrument. All measurements are recorded and can be witnessed by the *Employer*.
- c) Any casting is rejected for defects discovered during subsequent machining notwithstanding that the casting had been passed previously as conforming to the testing standards.
- d) All recorded measurements are submitted to the *Employer* within ten (10) days of being taken for acceptance.

2.6 Other tests and inspections and commissioning in place of use

All goods are to be quality checked upon delivery. The supplier does not need to witness the quality checks.

2.7 Operating manuals and maintenance schedules

Material certificates, drawings and all other relevant documents must be obtained during or before goods delivery to site.

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 services to be provided

The *Employer* provides the following to the *Supplier*.

4.1 Crane

A crane is available in the *Employer's* power station machine hall. The *Supplier* ensures that all necessary arrangements and preparations are made for the use of this crane in terms of letting the *Employer* know when to expect delivery.

4.2 Area for site establishment and storage

The *Employer* indicates a storage yard to the *Supplier*.

All other services and things needed to provide the goods, is supplied by the *Supplier*

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

The supplier is to provide delivery plan (as per clause 31.2) of the goods after receiving the task order.

5.2 Work to be done by the Delivery Date

No incorrect, damaged or faulty goods will be accepted. All goods will be inspected before and after offloading. Where testing is required, the test will be done during delivery. All material certificates must be available during delivery.

5.3 Constraints at the delivery place and place of use

The supplier shall adhere to the speed limit while driving onsite. The preferred delivery times are: Monday to Thursday between 07:00-16:00 and Friday between 07:00-12:00. However, for urgent delivery, the supplier will communicate with the purchaser to agree on the time and date of delivery.

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

The purchaser will provide the overhead crane and forklift during offloading of the goods. The purchaser will also provide the operator for both machines.

5.5 Management meetings

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.

5.6 Documentation control

Contractual communication can be done through emails. For urgent request, both Parties can use telephone as form of communication, however it should be confirmed by email.

5.7 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements of ISO 45001 and OHSAct No.85 of 1993.

5.8 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints.

5.9 Quality

The *Supplier* shall comply with the requirements of ISO 9001:2015.

5.10 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 *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Procedure for invoice submission and payment

- All Electronic invoices must be sent in PDF format only.
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060 or email: fss@eskom.co.za

5.11 Contract change management

The *Purchaser* will provide a standard form for contract communications. Forms for compensation event, instructions, risk register, early warning, notifications

5.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

The *Supplier* will prepare the assessment of compensation event and the *Purchaser* must review before accepting. Both parties keep records of the assessment for a period of 12 months after the contract has expired. The compensation event prices should be as Price List of the contract.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

The Supplier has full responsibility of Providing the Goods whether subcontracting or not.

6.1.2 Limitations on subcontracting

The Supplier has full responsibility of Providing the Goods whether subcontracting or not.

6.1.3 Spares and consumables

The *Purchaser* may instruct the *Supplier* to deliver part of the spares as the need arise due to plant conditions.

7 List of drawings

7.1 Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
18.48/5899	1a	Bush - Bottom Guide Vane Journal
18.48/5898	1a	Bush - Middle Guide Vane Journal
18.48/5894	1a	Bush - Top Guide Vane Journal
18.48/5911	1a	Thrust Collar Wear Strip – Guide Vane
18.48/6235	1a	Twist-off Bolt – Guide Vane Thrust Collar Insert
18.48/5902	1a	Bush – Guide Vane Link Straight & Eccentric Pins
18.48/5900	1a	Horizontal Wear Plate – Operating Ring
18.48/5901	1a	Vertical Wear Plate – Operating Ring
18.48/5903	1a	Bush – Governor Servomotor Link Straight & Eccentric Pins
18.48/6338	1a	Bush – Governor Servomotor Piston

C3.2 SUPPLIER'S GOODS INFORMATION

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

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

This section could also be compiled as a separate file.
