NEC3 Supply Contract (SC3)

Between	**ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)**
and	**[Insert at award stage] (Reg No. ____________)**
for	**Supply and Delivery of Lubricants on an "as and when required" basis at Kendal Power Station for a period of 5 years (60 months)**

Contents:

		No of pages
Part C1	**Agreements & Contract Data**	**16**
Part C2	**Pricing Data**	**3**
Part C3	**Scope of Work**	**8**

CONTRACT No.

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:

Supply and Delivery of Lubricants on an "as and when required" basis at Kendal Power Station for a period of 5 years (60 months)

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, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	**General**	
	The *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) [2]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
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.	**011 800 2111**
10.1	The *Supply Manager* is (name):	
	Address	**Eskom Holdings SOC Ltd Kendal Power Station Private Bag X7272 Witbank 1035**
	Tel	
	e-mail	
11.2(13)	The *goods* are	**LUBRICANTS**
11.2(14)	The following matters will be included in the Risk Register	**No access to Kendal Power station to make deliveries due to unforeseen circumstances like Road Closure or Natural disasters. Unavailability of resources to offload**
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	**Annexure A to this Contract Data**

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

	Goods Information is in			
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	**Within 24 hours for emergencies and within 1 week for other contractual matters.**		
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.	**TBC**		
30.1	The *delivery date* of the *goods* and *services* is:		***goods and services***	***delivery date***
		1	**Supply and delivery of Lubricants**	**As per the agreed lead times on the submitted program or the date stipulated on the purchase order.**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**To be agreed by parties as an when event happens**		
31.1	The *Supplier* is to submit a first programme for acceptance within	**1 week of the Contract Date, but a preliminary report is required for tender evaluation purpose.**		
32.2	The *Supplier* submits revised programmes at intervals no longer than	**3 days after every missed delivery date and bi-weekly update for status update.**		
4	**Testing and defects**			
42	The *defects date* is	**52 weeks after delivery date.**		
43.2	The *defect correction period* is	**4 weeks depending on the defect after inspection and completion date to be agreed by both parties.**		
5	**Payment**			
50.1	The *assessment interval* is	**5 day after the delivery of goods**		
51.1	The *currency of this contract* is the	**South African Rand**		
51.2	The period within which payments are made is	**30 days after submitting an undisputed tax invoice. (Payment terms of 60 days applies where the total value of the contract amount is R50**		

		million and above).
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**	**We shall refer to core clause 6 of the NEC3 SC.**
7	**Title**	**We shall refer to core clause 7 of the NEC3 SC**
8	**Risks, liabilities, indemnities and insurance**	
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)**
88.2	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event** **and** **(2) for all other existing *Purchaser's* property the applicable deductible as at contract date**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total of the Contract Price**
88.5	The *end of liability date* is	**24 months after Delivery of the whole of the *Goods per Purchase Order*.**
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 ICE-SA Division.**
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	**Johannesburg, 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**	**CPA will be applied 16 months after the base date maturity date**
X1.1	The *base date* for indices is	**A month prior to tender closing date**
	The proportions used to calculate the Price Adjustment Factor are:	

proportion	linked to index for	Index prepared by
0.		
0.		
0.		
0.		
0.		
0.15	**non-adjustable**	**Fixed**
1.00		

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
LUBRICANTS	A penalty of 2.5% of the purchase order item value will apply for each week the delivery is delayed, up to a maximum of 10% (4 weeks).

X17	**Low performance damages**		
X17.1	The amounts for low performance damages are	**Amount performance level 1.5% of the line item value of the wrongful delivery per day up to a max of 5% of the line item value in the Purchase Order**	**Performance level** **Delivery of wrong specification of goods**
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 *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.

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 *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 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 means measurements performed in parallel, yet separately, to existing

Measurements	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 2010[3] 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	

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 buyer
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

[3] 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	Supply must send the acknowledgement of an order. To deliver material in a good quality. Deliver material on time and complete the purchase order lines. And carry the liability of transport	
2. The requirements for transport are	Supply needs to provide transport to deliver the goods at Kendal Power Station.	
3. The delivery place is	**Eskom Holdings SOC Ltd Kendal Power Station Private Bag X7272 Ogies /Witbank 1035**	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	Supply
	Checking packing and marking before dispatch	Supply
	Contracting for transport	Supply
	Pay costs of transport	Supply
	Arrange access to delivery place	Eskom
	Loading the *goods*	Supply
	Unloading the *goods*	Eskom
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
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	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	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 *goods* 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*

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

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)[4] and the relevant parts of its Guidance Notes (SC3-GN)[5] 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:	
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	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *services* is:	***goods and services*** ***delivery date*** **1** **2** **3**
31.1	The programme identified in the Contract Data is contained in:	

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

63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

PART 2: PRICING DATA

NEC3 Supply Contract

Supply and Delivery of **LUBRICANTS**

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	4

C2.1 Pricing assumptions

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.

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

Format of the *price schedule*

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

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

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

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *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*

Stock number	Description	Quantities	Unit Price	UMC	Total Price
0784557	OIL: TYPE: HYDRAULIC OIL; RATING: 250 DEG C; CONTAINER: 210L; OEM P/N: S3M100; HYDRAULIC OIL DENSITY 875KG/M3 FLASH POINT 250DEG CELCIUS VISCOSITY AT 100C 11.4CST HYDRAULIC OIL USED FOR OPERATING TURBINE VALVES ELECTROHYDRAULIC ACTUATOR SYSTEM ONLY OIL OF CLASS ISO VG100 IN ACCORDANCE DIN 51 519 AND ONLY ZINC FREE TECHNOLOGY OIL ARE PERMITTED TO BE USED	5,000		L	
0247130	GREASE: TYPE: OPEN GEAR; CONTAINER: DRUM 180 KG; FORM OIL, FOR USE ON MILL GIRTH GEAR, TO CONFORM TO ESKOM SPECIFICATION 36-804 LATEST REVISION FOR TUBE MILL GIRTH GEAR LUBRICANTS, COLOR: BLACK, 10 TO 100 DEG C	199,980		KG	
0231631	OIL: TYPE: TURBINE; RATING: ENGEN SUPERTURB 46; CONTAINER: DRUM 210 L; GROUP 2 ASHLEY TYPE ISOVG46; MEETING SPECIFICATION GGSS0865; STOCK MANAGEMENT: FIRST-IN-FIRST-OUT; EXPECTED SHELF LIFE IS 2 YEAR, MATCODE 15875	400,000		L	
0227340	OIL, INDUSTRIAL: CONTAINER: BULK 35000 L; FLASH POINT: 230 DEG C; TYPE: TURBINE; TRADE NAME: TURBINE 46; VISCOSITY RATING: 44 MM2/S AT 40 DEG C; 6.8 MM2/S AT 100 DEG C; DENSITY: 0.86 KG/L AT 15 DEG C; REFERENCE NO: ISO VG46 ASTM D7155; PROPERTIES FOR NEW UNIT AS FOLLOWS, VISCOSITY ASTM D 445, ASTM D 92, ASTM D 92, POUR POINT -30 DEG C, ASTM D 97, ASTM D 1298, AND VISCOSITY INDEX 113, ASTM D 2272, MATERIAL SAFETY DATA SHEET MSDS TO BE SUPPLIED ISO VG46 CURRENT BRAND IN USE IS ENGEN SUPERTURB 46 USE OF AN ALTERNATE BRAND REQUIRES THE SUPPLIER TO PROVIDE A	205,904		L	

	COMPATIBILITY ANALYSIS REPORT WITH NEW OILS AND USED OIL AS PER ASTM D7155				
0222118	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE30; CLASS: CF/SF; CONTAINER: DRUM 210 L; TRADE NAME: DIESEL SIGMA HD30; SUPPL P/N: DIESELUBE 530	15,000		L	
0212745	OIL, INDUSTRIAL: CONTAINER: 210 L; FLASH POINT: 208 DEG C; TYPE: TURBINE; TRADE NAME: CASTROL PERFECTO THZ32; VISCOSITY RATING: 32 AT 40 DEG C; SUPPL P/N: PERFECTO THZ 32; CHEMICALS TO BE SUPPLIED WITH MSDS AND SECTION 12 (ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL) WITH EVERY DELIVERY	299,880		L	
0194331	SOLVENT: TYPE: ELECTRICAL CLEANER; CONTAINER: 25 L; SUPPL P/N: FO655; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; ENVIRO	50,000		L	
0161550	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; FLASH POINT: 232 DEG C; TYPE: GEAR; TRADE NAME: GENGEAR 320; VISCOSITY RATING: 305 AT 40 DEG C; GRADE: ISO VG320; SUPPL P/N: GENGEAR 320; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-320; GENGEAR 320	200,000		L	
0161497	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; TYPE: GEAR; TRADE NAME: GENGEAR 220; GRADE: ISO VG220; SUPPL P/N: GENGEAR 220; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-220; 5133	200,550		L	
0161326	GREASE: TYPE: MULTI PURPOSE; CONTAINER: DRUM 15 KG; TRADE NAME: SPEEROL EP2; REFERENCE NO: SPEEROL EP2; NOTE: TEST CERTIFI- CATES REQUIRED WITH ALL BATCH DELIVERIES	19,000		KG	
0161320	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO VG46; SUPPL P/N: TQH 20/46; 5028; ESKOM SPECIFICATION GGSS 0867	23,000		L	
0161319	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO	50,500		L	

	VG68; SUPPL P/N: 5270; TQH 20/68; ESKOM SPECIFICATION GGSS 0867				
0161317	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO VG32; SUPPL P/N: 5025; TQH 20/32; ESKOM SPECIFICATION GGSS 0867	19,536		L	
0161309	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE30; CLASS: CF/SF; CONTAINER: DRUM 20 L; TRADE NAME: DIESEL SIGMA HD30; FLASH POINT: 218 DEG C; SUPPL P/N: DIESELUBE 530; POUR POINT -18 DEG C	10,500			
0161307	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: GEAR; GRADE: ISO VG460; SUPPL P/N: 5370; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 460	10,500		L	
0161306	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; TYPE: GEAR; GRADE: ISO VG460; SUPPL P/N: 5369; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 460	9,000		L	
0161305	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; FLASH POINT: 232 DEG C; TYPE: GEAR; VISCOSITY RATING: 305 AT 40 DEG C; GRADE: ISO VG320; SUPPL P/N: 5367; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 320	100,000		L	
0157675	SOLVENT: TYPE: EMULSION DEGREASER; CONTAINER: DRUM 25 L; COLOR: GREEN PAIL; TRADE NAME: SOLVEX; SUPPL P/N: ICE113; REFERENCE NO: 45011; ENGINE CLEANER IS A GENERAL-PURPOSE EMULSION DEGREASER APPROVED TO SABS 1216 TYPE1; MUST CONTAIN SELECT EMULSIFIER FOR THE REMOVAL OF OIL; GREASE; DIRT AND GRIME FROM METAL SURFACES; EITHER BY IMMERSION SPRAY OR BY HAND APPLICATION; (1) SOLVENT BASE; (2) DENSITY 20 C = 0.813; (3) PH(10PCT SOLUTION) = 8.7; (4) FLASH POINT C MINIMUM(IP303) = 43; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS	26,500		L	

	REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; MSDS TO BE SUPPLIED AS PART OF THE TENDER; NO SUBSTANCES AND/OR INGREDIENTS THAT FALL UNDER THE TABLE 1 CATEGORY OF THE HAZARDOUS CHEMICAL SUBSTANCES WILL BE USED; ANY CHEMICAL FALL UNDER TABLE 3 OF THE SAME REGULATIONS SHALL NOT BE USED WITHOUT THE PRIOR PERMISSION OF THE MEDICAL CENTRE AND SAFETY RISK; CHEMICALS SHALL BE BIODEGRADABLE AND OZONE FRIENDLY; A COPY OF THE MSDS FOR CHEMICALS				
0249122	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE40; CONTAINER: DRUM 20 L; REFERENCE NO: SAE 40	4,000		L	
0161535	GREASE, INDUSTRIAL: TYPE: GENERAL PURPOSE; TEMPERATURE RATING: 130 DEG C; COLOR: BROWN LIGHT; CONTAINER: 18 KG; PHYSICAL FORM: SEMI SOLID; GRADE: NLGI 2; TRADE NAME: ALVANIA RL2; SUPPL P/N: S2 V100 2; ESKOM SPECIFICATION GGSS 0894, LUBE CODE GPG-2LKXEP; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN TH E 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; GADUS	2,000		KG	
0161330	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; FLASH POINT: 204 DEG C; TYPE: GEAR; TRADE NAME: ENGEN GENGEAR 68; VISCOSITY RATING: 68 AT 40 DEG C; GRADE: ISO VG68; SUPPL P/N: GENGEAR 68; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-68; GENGEAR 68	3,000		L	
0161406	GREASE, INDUSTRIAL: TYPE: WATER RESISTANT; TEMPERATURE RATING: -20 TO 150 DEG C; COLOR: BLUE AMBER; CONTAINER: CAN METAL 25 L; GRADE: LGI 2; SUPPL P/N: STRUB 1907	250		L	
0161491	CUTTING FLUID: LUBRICANT TYPE: SOLUBLE OIL; FORM LIQUID, CONTAINER 20 L DRUM	500		L	
0611873	OIL, INDUSTRIAL: CONTAINER: DRUM 25 L; FLASH POINT: 232 DEG C; TYPE: SYNTHETIC COMPRESSOR OIL;	600		L	

	TRADE NAME: LUBEST GARNETT 11 RECIPROCATING; VISCOSITY RATING: 120 AT 40 DEG C; 18KV COMPRESSOR OIL				
0768523	OIL: TYPE: HEAT TRANSFER FLUID; RATING: 8 TO 80 BAR; CONTAINER: 25 L	120		L	

The Total of the Prices

Supply and Delivery for **LUBRICANTS ''as an when required''** for Kendal Power Station.

Document reference	**Title**	**No of pages**
	This cover page	1
C3.1	*Purchaser*'s Goods Information	9
C3.2	*Supplier*'s Goods Information	1
	Total number of pages	11

PART 3: SCOPE OF WORK

Supply and Delivery for LUBRICANTS ‘’**as an when required’’** for Kendal Power Station.

Document reference	Title	No of pages
	This cover page	1
C3.1	*Purchaser*’s Goods Information	9
C3.2	*Supplier*’s Goods Information	1
	Total number of pages	11

C3.1: *PURCHASER'S* GOODS INFORMATION

TABLE OF CONTENTS

Contents

Part 3: Scope of Work 1

C3.1: *Purchaser's* Goods Information 2

1 Overview and purpose of the *goods* and *service*s **3**
2 Specification and description of the *goods* **4**
2.1 The Eskom technical specifications and requirements for LUBRICANTS

3 Supply Requirements 5
4 Constraints on how the *Supplier* Provides the Goods 6

4.1 Constraints at the delivery place and place of use 6
4.2 Services & other things to be provided by the *Purchaser* or *Supplier* 6
4.3 Management meetings 7
4.4 Documentation control 7
4.5 Health and safety risk management 7
4.6 Environmental constraints and management **8**
4.7 Quality **8**
4.8 Invoicing and payment **9**
4.9 Insurance provided by the *Purchaser* **9**
C3.2 *Supplier*'s Goods Information ....

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

Supply and delivery for LUBRICANTS for Kendal Power Station on an **As and when required for a period of** 60 months (5 years).

2 Specification and description of the *goods*

Stock number	Description	Quantities	
0784557	OIL: TYPE: HYDRAULIC OIL; RATING: 250 DEG C; CONTAINER: 210L; OEM P/N: S3M100; HYDRAULIC OIL DENSITY 875KG/M3 FLASH POINT 250DEG CELCIUS VISCOSITY AT 100C 11.4CST HYDRAULIC OIL USED FOR OPERATING TURBINE VALVES ELECTROHYDRAULIC ACTUATOR SYSTEM ONLY OIL OF CLASS ISO VG100 IN ACCORDANCE DIN 51 519 AND ONLY ZINC FREE TECHNOLOGY OIL ARE PERMITTED TO BE USED	5,000	
0247130	GREASE: TYPE: OPEN GEAR; CONTAINER: DRUM 180 KG; FORM OIL, FOR USE ON MILL GIRTH GEAR, TO CONFORM TO ESKOM SPECIFICATION 36-804 LATEST REVISION FOR TUBE MILL GIRTH GEAR LUBRICANTS, COLOR: BLACK, 10 TO 100 DEG C	199,980	
0231631	OIL: TYPE: TURBINE; RATING: ENGEN SUPERTURB 46; CONTAINER: DRUM 210 L; GROUP 2 ASHLEY TYPE ISOVG46; MEETING SPECIFICATION GGSS0865; STOCK MANAGEMENT: FIRST-IN-FIRST-OUT; EXPECTED SHELF LIFE IS 2 YEAR, MATCODE 15875	400,000	
0227340	OIL, INDUSTRIAL: CONTAINER: BULK 35000 L; FLASH POINT: 230 DEG C; TYPE: TURBINE; TRADE NAME: TURBINE 46; VISCOSITY RATING: 44 MM2/S AT 40 DEG C; 6.8 MM2/S AT 100 DEG C; DENSITY: 0.86 KG/L AT 15 DEG C; REFERENCE NO: ISO VG46 ASTM D7155; PROPERTIES FOR NEW UNIT AS FOLLOWS, VISCOSITY ASTM D 445, ASTM D 92, ASTM D 92, POUR POINT -30 DEG C, ASTM D 97, ASTM D 1298, AND VISCOSITY INDEX 113, ASTM D 2272, MATERIAL SAFETY DATA SHEET MSDS TO BE SUPPLIED ISO VG46 CURRENT BRAND IN USE IS ENGEN SUPERTURB 46 USE OF AN ALTERNATE BRAND REQUIRES THE SUPPLIER TO PROVIDE A COMPATIBILITY ANALYSIS REPORT WITH NEW OILS AND USED OIL AS PER ASTM D7155	205,904	
0222118	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE30; CLASS: CF/SF; CONTAINER: DRUM 210 L; TRADE NAME: DIESEL SIGMA HD30; SUPPL P/N: DIESELUBE 530	15,000	
0212745	OIL, INDUSTRIAL: CONTAINER: 210 L; FLASH POINT: 208 DEG C; TYPE: TURBINE; TRADE NAME: CASTROL PERFECTO THZ32; VISCOSITY RATING: 32 AT 40 DEG C; SUPPL P/N: PERFECTO THZ 32; CHEMICALS TO BE SUPPLIED WITH MSDS AND SECTION 12 (ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL) WITH EVERY DELIVERY	299,880	
0194331	SOLVENT: TYPE: ELECTRICAL CLEANER; CONTAINER: 25 L; SUPPL P/N: FO655; MATERIAL SAFETY DATA SHEETS WITH	50,000	

	ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; ENVIRO		
0161550	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; FLASH POINT: 232 DEG C; TYPE: GEAR; TRADE NAME: GENGEAR 320; VISCOSITY RATING: 305 AT 40 DEG C; GRADE: ISO VG320; SUPPL P/N: GENGEAR 320; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-320; GENGEAR 320	200,000	
0161497	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; TYPE: GEAR; TRADE NAME: GENGEAR 220; GRADE: ISO VG220; SUPPL P/N: GENGEAR 220; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-220; 5133	200,550	
0161326	GREASE: TYPE: MULTI PURPOSE; CONTAINER: DRUM 15 KG; TRADE NAME: SPEEROL EP2; REFERENCE NO: SPEEROL EP2; NOTE: TEST CERTIFI- CATES REQUIRED WITH ALL BATCH DELIVERIES	19,000	
0161320	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO VG46; SUPPL P/N: TQH 20/46; 5028; ESKOM SPECIFICATION GGSS 0867	23,000	
0161319	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO VG68; SUPPL P/N: 5270; TQH 20/68; ESKOM SPECIFICATION GGSS 0867	50,500	
0161317	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: HYDRAULIC; GRADE: ISO VG32; SUPPL P/N: 5025; TQH 20/32; ESKOM SPECIFICATION GGSS 0867	19,536	
0161309	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE30; CLASS: CF/SF; CONTAINER: DRUM 20 L; TRADE NAME: DIESEL SIGMA HD30; FLASH POINT: 218 DEG C; SUPPL P/N: DIESELUBE 530; POUR POINT -18 DEG C	10,500	
0161307	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; TYPE: GEAR; GRADE: ISO VG460; SUPPL P/N: 5370; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 460	10,500	
0161306	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; TYPE: GEAR; GRADE: ISO VG460; SUPPL P/N: 5369; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 460	9,000	
0161305	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; FLASH POINT: 232 DEG C; TYPE: GEAR; VISCOSITY RATING: 305 AT 40 DEG C; GRADE: ISO VG320; SUPPL P/N: 5367; ESKOM SPECIFICATION GGSS 0862; SUPPLIER DESCRIPTION: GEN GEAR 320	100,000	
0157675	SOLVENT: TYPE: EMULSION DEGREASER; CONTAINER: DRUM 25 L; COLOR: GREEN PAIL; TRADE NAME: SOLVEX; SUPPL P/N: ICE113; REFERENCE NO: 45011; ENGINE CLEANER IS A GENERAL-PURPOSE EMULSION DEGREASER APPROVED TO SABS 1216 TYPE1; MUST CONTAIN SELECT EMULSIFIER FOR THE REMOVAL OF OIL; GREASE; DIRT AND GRIME FROM METAL SURFACES; EITHER BY IMMERSION SPRAY OR BY HAND APPLICATION; (1) SOLVENT BASE; (2) DENSITY 20 C = 0.813; (3) PH(10PCT SOLUTION) = 8.7; (4) FLASH POINT C MINIMUM(IP303) = 43; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL	26,500	

	INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; MSDS TO BE SUPPLIED AS PART OF THE TENDER; NO SUBSTANCES AND/OR INGREDIENTS THAT FALL UNDER THE TABLE 1 CATEGORY OF THE HAZARDOUS CHEMICAL SUBSTANCES WILL BE USED; ANY CHEMICAL FALL UNDER TABLE 3 OF THE SAME REGULATIONS SHALL NOT BE USED WITHOUT THE PRIOR PERMISSION OF THE MEDICAL CENTRE AND SAFETY RISK; CHEMICALS SHALL BE BIODEGRADABLE AND OZONE FRIENDLY; A COPY OF THE MSDS FOR CHEMICALS		
0249122	OIL, AUTOMOTIVE: TYPE: DIESEL ENGINE; GRADE: SAE40; CONTAINER: DRUM 20 L; REFERENCE NO: SAE 40	4,000	
0161535	GREASE, INDUSTRIAL: TYPE: GENERAL PURPOSE; TEMPERATURE RATING: 130 DEG C; COLOR: BROWN LIGHT; CONTAINER: 18 KG; PHYSICAL FORM: SEMI SOLID; GRADE: NLGI 2; TRADE NAME: ALVANIA RL2; SUPPL P/N: S2 V100 2; ESKOM SPECIFICATION GGSS 0894, LUBE CODE GPG-2LKXEP; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN TH E 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; GADUS	2,000	
0161330	OIL, INDUSTRIAL: CONTAINER: DRUM 20 L; FLASH POINT: 204 DEG C; TYPE: GEAR; TRADE NAME: ENGEN GENGEAR 68; VISCOSITY RATING: 68 AT 40 DEG C; GRADE: ISO VG68; SUPPL P/N: GENGEAR 68; ESKOM SPECIFICATION GGSS 0862; LUBE CODE OGI-68; GENGEAR 68	3,000	
0161406	GREASE, INDUSTRIAL: TYPE: WATER RESISTANT; TEMPERATURE RATING: -20 TO 150 DEG C; COLOR: BLUE AMBER; CONTAINER: CAN METAL 25 L; GRADE: LGI 2; SUPPL P/N: STRUB 1907	250	
0161491	CUTTING FLUID: LUBRICANT TYPE: SOLUBLE OIL; FORM LIQUID, CONTAINER 20 L DRUM	500	
0611873	OIL, INDUSTRIAL: CONTAINER: DRUM 25 L; FLASH POINT: 232 DEG C; TYPE: SYNTHETIC COMPRESSOR OIL; TRADE NAME: LUBEST GARNETT 11 RECIPROCATING; VISCOSITY RATING: 120 AT 40 DEG C; 18KV COMPRESSOR OIL	600	
0768523	OIL: TYPE: HEAT TRANSFER FLUID; RATING: 8 TO 80 BAR; CONTAINER: 25 L	120	

2.1 Procedure for submission and acceptance of *Supplier’*s design

The *Supplier* submits the particulars of his design to the *Purchaser*’s technical representative for acceptance. The *Suppli*er does not proceed with the relevant work until the *Purchaser*’s technical representative has accepted the particulars of his design.

2.2 Other requirements of the *Supplier’*s design

The *Supplier* is to mark all OILS drums by their Eskom stock/material numbers or specifications specified by the
Purchaser. *Supplier* is to notify the System Engineer/Technical Representative when it is a requirement for the belts to be modified to suit the plant.

2.3 Factory acceptance testing (FAT)

The *Purchaser* reserves the right to inspect the belts and any part of the belts during any stage of the manufacturing, as well as to witness the routine and performance tests conducted on the belts as and when requested by the *Purchaser.* All tests must be done in accordance with SANS 1561-1:2006.
Where additional tests or work not covered by the contract is required for assessment, an approval from the *Purchaser's* representative shall be obtained and a quotation must be submitted to Kendal Power Station before any commencement of such tests or activities.

2.4 Other tests and inspections and commissioning in place of use

All goods are to be inspected and quality checked by the *Purchaser*'s technical representative upon Delivery. The *Supplier* does not need to witness the inspections and quality checks.

2.5 Operating manuals and maintenance schedules

Where applicable; test certificates, material certificate, manuals should be provided as required by the *Supplier*. All documents are to be submitted during delivery of goods.

3 Supply Requirements

The Supply Requirements for this contract are in an Annexure A to the Contract Data provided by the *Purchaser*.
All deliveries must be done at the Kendal Power Station
Deliveries must be made between 07:15 - 16:00 Monday to Thursday and Friday 07:15 – 12:00.
At times during weekends or weekdays after hours, Special deliveries might be requested during plant breakdowns.
Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
• Purchase Order number,
• A short description of the component
• The material number
• Manufacturing date, where possible

Transportation Requirements
• Truck/bakkie required for the transport of

4 Constraints on how the *Supplier* Provides the Goods

4.1 Constraints at the delivery place and place of use

• When delivering materials to site, each item must be marked with the purchase order number and material number.
• Eskom Holdings Limited will only accept items stipulated in the Eskom Holdings Limited 's purchase order.
No delivery will be made without a purchase order number (450….)
• Wrong deliveries will not be accepted and will be returned to the *Supplier*
• Quality Check will be done, and material with poor quality will be returned without exceptions. The *Supplier* will have to replace the goods.
• The prices include delivery but excludes VAT
• Material damaged due to inadequate protection will not be accepted on site. *Supplier* is urged to ensure that sufficient packing protection is given to goods that may be susceptible to damage in transit.
NOTE: In cases where the *Supplier* employs subcontractor/s, any disagreements between the *Supplier* and their subcontractor/s shall not affect supply and/or delivery, such as the withholding of supply and/or delivery in the event of a dispute that is independent of Eskom.

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

During offloading. Eskom will assist with a forklift.

4.3 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 register and compensation events	As an when required	Kendal Power Station	Purchaser, Supplier and stakeholders from both parties as and when required

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.

4.4 Documentation control

All documents submitted by the supplier shall be of good quality and shall be subject to the Purchaser`s approval. All goods to be delivered must be accompanied by a delivery note.

4.5 Health and safety risk management

The Supplier shall comply with the following health and safety requirements:
The Supplier shall at all times comply with the health and safety requirements prescribed by law applicable to these services, including Eskom health and safety procedures. Minimum

[1] Basic Conditions of Employment Act no 75 of 1997.
[2] Occupational health and safety Act and Regulations No 85 of 1993.
[3] National Environmental Management Act 107 of 1998.
[4] National Road Traffic Act 93 of 1996.
[5]32-37 Eskom substance Abuse Procedure.
[6]32-136 Eskom Contractor Health and Safety Requirements.
[7]240-62196227 Eskom Life-saving Rules
[8]32-95 Eskom Environmental, Occupational Health and Safety incident Management Procedure
[9]32-727 Eskom SHEQ Policy
[10]240-62946386 Eskom Vehicle and Driver Safety Management Procedure
[11]32-520 Eskom Risk assessment procedure
[12] *1015696 Kendal Power Station Contractors SHE specification

The Supplier shall comply with health and safety requirements contained in Projects SHE specification provided with the tender document , Occupational health and safety act and all applicable health & safety laws and regulations and guidelines and procedures.

- The Supplier shall develop and implement a project specific health and safety plan based on the provided project applicable SHE requirements and legal requirements. The Supplier shall submit the plan to the Purchaser`s Safety risk department before commencement of the contract for evaluation and approval.
- These documents shall be maintained for the duration of the contract

4.6 Environmental constraints and management

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

Kendal Power Station is ISO 14001 compliant. The Supplier must comply with the requirements of this procedure titled: Environmental Management System Requirement for the Contractors number PG/240/008.Kendal also has an SHEQ Policy PS/270/0083, to which every Supplier must adhere to. It is therefore the responsibility of the Supplier to ensure that the Supplier obtains copies on Kendal SHEQ Policy. The Supplier must identify all Environmental aspects and impacts related to his /his activities.

The Supplier must comply with the following requirements

a) Environmental Management System(ISO 14001:2015)
b) National Environmental Management Act (Act 107 of 1998)
c) Environmental Management Procedure for Contractor(*1018332)
d) Waste Management Procedure(*1024102)
e) Non-conformance, Corrective and Preventative Action(*1017357)

4.8. Quality

Quality assurance requirements

General

a. The Supplier complies with the Purchaser`s quality and technical requirements including those listed in the Purchaser`s specification QM58(Quality Management Specification 240-105658000**)**

Quality Management documents requirements

The Supplier submits the following document after contract award to the details the Supply Manager for review and acceptance and prior to the commencement of work

The Supplier will supply the Supply Manager with a QCP which will detail the Supplier`s organisation, quality assurance and quality control procedures specific to this project. The QCP must be aligned to , and reference ISO 10005:2005QMS, guidelines for quality plans and in compliance with the guideline in QM 58(Quality Management Specification 240-1056588000). The QCP will make reference to the Supplier`s QMS Procedures to be used in this Contract:

a. The Supplier`s QMS compliance with the requirements of ISO 9001
b. Supplier`s quality manual
c. Supplier`s quality procedures
d. Supplier`s forms and work instructions
e. Supplier`s quality system documents referenced in this Works Information

Non Conformances and Defects

Where NCR`s and defect notifications are issued, the Supplier acknowledges receipt as per reply period and proposes corrective and preventive actions to the Supply Manager as per contract response period. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCR`s and Defect notifications issued to the Supplier must be reported to the Supply Manager on weekly.

4.9 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;
- (add other as required)
- All invoices must be submitted to invoiceseskomlocal@eskom.co.za_after the goods have passed the Quality Control processes which include goods receipts

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 *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, 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.