



NEC3 Supply Contract (SC3)

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

and

(Reg No. _____)

**for The supply and delivery of grease and other
lubricants**

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Enquiry No. MPMAJ10803GX

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

THE SUPPLY AND DELIVERY OF GREASE AND OTHER LUBRICANTS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is 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 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

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 <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Khaya Gumede
	Address	Eskom Holdings SOC Ltd Majuba Power Station Private Bag 9001 Volksrust 2470
	Tel	017 612 6773
	e-mail	TshabNn@eskom.co.za
11.2(13)	The <i>goods</i> are	The supply and delivery of grease and other lubricants
11.2(14)	The following matters will be included in the Risk Register	A Risk Register is to be maintained throughout the contract period
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

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009, www.ecs.co.za.

13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two [2] weeks	
2	The <i>Supplier's</i> main responsibilities		
3	Time		
30.1	The <i>starting date</i> is.	04 March 2024	
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	goods and services	delivery date
		1	All
			Refer price list
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.		
4	Testing and defects		
42	The <i>defects date</i> is	1 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	4 weeks	
42.2	The <i>defects access period</i> is	1 days	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Four [4] weeks.	
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in</p>	

		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. None
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i>, plant and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B
		If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	Eskom will not provide "free issue" plant or materials for this contract
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	<p>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for exposure to Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and;

		<ul style="list-style-type: none"> • R1 million (one million Rand) for exposure to Distribution Division and all other Purchaser's property <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the 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 described in the "Format A" / "Format B" / "Format Dx" insurance policy available on http://www.eskom.co.za/live/content.php?ItemID=9248</p> <p>and</p> <p>(2) for all other existing Purchaser's property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property; 1. R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R1 million (one million Rand) for Distribution Division and all other Purchaser's property <p>See notes in Annexure B</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	Twelve [12] months after Delivery of the whole of the goods and services.

9 Termination and dispute

resolution

94.1	The <i>Adjudicator</i> is (Name)	the person selected from the Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him.
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 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	Johannesburg/Pretoria, South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is The proportions used to calculate the annual Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>The contract start date</th> <th>proportion</th> <th>linked to index for</th> </tr> </thead> <tbody> <tr> <td></td> <td>0,70</td> <td>Material</td> </tr> <tr> <td></td> <td>0.20</td> <td></td> </tr> <tr> <td></td> <td>0.10</td> <td>non-adjustable</td> </tr> <tr> <td></td> <td>1.00</td> <td></td> </tr> </tbody> </table>	The contract start date	proportion	linked to index for		0,70	Material		0.20			0.10	non-adjustable		1.00	
The contract start date	proportion	linked to index for															
	0,70	Material															
	0.20																
	0.10	non-adjustable															
	1.00																
X2	Changes in the law																
X2.1	A change in the law of	South Africa															
X7	Delay damages																
X7.1	Delay damages for delivery are	Stated in the Purchaser's Goods Information (Table 6 Item 5.11)															
Z	The <i>additional conditions of contract</i> are	Z1 to Z12 always apply for Eskom															
Z1	Cession delegation and assignment																
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .																
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and																

delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Joint ventures

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

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

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

Z4 Ethics

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

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of

this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

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

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z9 Notifying compensation events

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

Z10 Purchaser's limitation of liability

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

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

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

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

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

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

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	As noted in the Purchaser's Goods Information	
2. The requirements for transport are	The <i>Supplier</i> is to deliver goods to Majuba Power Station Stores	
3. The delivery place is	Eskom Holdings SOC Ltd Majuba Power Station Amersfoort/Volksrust road	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	N/A
	Pay costs of transport	Included in price
	Arrange access to delivery place	<i>Purchaser</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier</i>
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the <i>Supplier</i>		
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	

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

Annexure B: Insurance provided by the Purchaser

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.

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

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

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

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

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

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

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

All other insurance

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

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

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

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

Clause	Statement	Data						
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.							
11.2(11)	The tendered total of the Prices is	R (in words)						
11.2(12)	The <i>price schedule</i> is in:							
11.2(14)	The following matters will be included in the Risk Register	A Risk Register is to be maintained throughout the contract period						
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 border="1"> <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>All items</td> <td>As per price list</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	All items	As per price list
	<i>goods and services</i>	<i>delivery date</i>						
1	All items	As per price list						
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%						

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title
C2.1	Pricing assumptions
C2.2	The <i>price schedule</i>

C2.1 Pricing assumptions

The conditions of contract

How goods and services are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is <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.

Function of the Price Schedule

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

Preparing the *price schedule*

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

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

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

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

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

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

Format of the *price schedule*

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

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

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

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

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

C2.2 the price schedule

Item	Material Number	Material Description	Estimated Quantity for Contract Period	Unit of Measure	Price (Each)	Total	Delivery Period (weeks)
1	17038	FUEL PARFFN:REGULAR;PLASTIC DRUM;20 L	200 000	Each per 20L			
2	161197	GREASE INDSTRL:GADUS S5 V142W00_1	5 000	Each per 18KG			
3	161367	GREASE INDSTRL:UNIMOLY GL402;AIR HEATER	40 000	Each per 25KG			
4	161437	GREASE INDSTRL:AEROSHELL 5;CAN 3 KG	1 500	Each per 3KG			
5	161466	GREASE,INDUST:MULTIFAK AFB2;BEARING	1 500	Each per 15KG			
6	161614	GREASE INDSTRL:KLUBER C SGO ULTRA;GEAR	4 000	Each per 180KG			
7	182894	GREASE INDSTRL:FALK LONG TERM;DRUM 20 KG	1 500	Each per 20KG			
8	198220	GREASE INDSTRL:OGL6000;80 DEG C;5000	6 000	Each per 180KG			
9	205419	PENETRANT:800;CAN AEROSOL 800 ML	20 000	Each per 800ml			
10	213559	GREASE INDSTRL:DRUM 210 L	500 000	Each per 210L			
11	215940	GREASE:4.5 KG;CLYDSPIN;CLYDSPIN; HIGH	2 000	Each per 4.5KG			
12	218783	GREASE:ELECTRO LOOP;72 DEG C;CAN 500 G	1 000	Each per 500g			
13	222080	GREASE:SPL2HT;GEAR;DRUM 25 KG	2 000	Each per 25 kg			
14	253868	GREASE;LITHIUM BASE,5 KG,SKF LGMT 2/5	1 000	Each per 5KG			
15	256307	SOLVENT:CLEANING;DRUM PLASTIC 25 L	40 000	Each per 25L			

Item	Material Number	Material Description	Estimated Quantity for Contract Period	Unit of Measure	Price (Each)	Total	Delivery Period (weeks)
16	500130	GREASE:FLANGE;30 TO 140 DEG C;SYNTHETIC	2 000	Each per 5 X 40 POTS KG			
17	553367	GREASE INDSTRL:FG043 LUB 0180KG	200 000	Each per 180KG			
18	588719	GREASE INDSTRL:MULTI PURPOSE EP;GREEN	2 000	Each per 16KG			
19	633197	GREASE:BEARING;-40 TO 150 DEG C	10 000	Each per 25KG			
20	633198	GREASE:GEAR;-10 TO 140 DEG C;180 KG	5 000	Each per 180KG			
21	640076	OIL AUTOMTV:ENGINE;SAE 20W50;CF/SF	1 000	Each per 210L			

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Purchaser's</i> Goods Information
C3.2	<i>Supplier's</i> Goods Information

C3.1: PURCHASER'S GOODS INFORMATION

Contents

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Overview and purpose of the goods and services

The supply and delivery of Petron gear-shield grease and other lubricants on an as and when required basis to Majuba Power Station

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

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

Specification and description of the goods

Supply and delivery of Petron gear-shield grease and other lubricants with unique material numbers and material specifications as detailed in the table below

Supplier must not change the specification and content of grease

Item Number	Material Number	Purchase Order Text
1	17038	FUEL, PARAFFIN: FUEL GRADE: REGULAR; UNIT PACKAGE TYPE: PLASTIC DRUM; UNIT PACKAGE QUANTITY: 20 L; TYPE: ILLUMINATING; 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; NO SUBSTANCES AND/OR INGREDIENTS THAT FALL UNDER TABLE 1 CATAGORY WILL BE USED; ANY CHEMICAL FALLING UNDER TABLE 3 OF THE SAME REGULATIONS SHALL NOT BE USED; SHALL BE BIODEGRADABLE AND OZONE FRIENDLY; COPY OF MSDS TO BE SENT TO MEDICAL CENTRE AND SAFETY RISK; PLEASE ENSURE THAT THE PLASTIC CONTAINER TO BE SUPPLIED IN IS NOT SEE THRU AND IS MARKED ACCORDINGLY
2	161197	GREASE, INDUSTRIAL: TYPE: SEMI FLUID; TEMPERATURE RATING: -12 TO 130 DEG C; THICKENER: LITHIUM; VISCOSITY RATING: ISO VG3164; COLOR: BROWN LIGHT; CONTAINER: DRUM 18 KG; GRADE: NLGI 00; TRADE NAME: GADUS S5; SPECIFICATION: ESKOM GGSS 0900; 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; PART NO: GADUS S5 V142W00_1,
3	161367	GREASE, INDUSTRIAL: TYPE: AIR HEATER; CONTAINER: DRUM 25 KG; TRADE NAME: UNIMOLY GL402; 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; PART NO: UNIMOLY GL402, MANUFACTURER: KLUBER;
4	161437	GREASE, INDUSTRIAL: TEMPERATURE RATING: -40 TO 177 DEG C; CONTAINER: CAN 3 KG; TRADE NAME: AEROSHELL 5; PART NO: AEROSHELL 5
5	161466	GREASE, INDUSTRIAL: TYPE: BEARING; CONTAINER: DRUM 15 KG; 58/2991/950; PART NO: MULTIFAK AFB2, SUPPLIER: UNKNOWN; PART NO: AFB2,
6	161614	GREASE, INDUSTRIAL: TYPE: GEAR; CONTAINER: DRUM 180 KG; TRADE NAME: KLUBER C SGO ULTRA; USED ON MILLS; PART NO: KLUBER C SGO ULTRA,
7	182894	GREASE, INDUSTRIAL: TYPE: FALK LONG TERM; CONTAINER: DRUM 20 KG; TRADE NAME: MULTIFAK 283EP00; GEN/P, 15KG; REFERENCE NO: MULTIFAK 283EP00;
8	198220	GREASE, INDUSTRIAL: TYPE: OPEN GEAR, TUBE MILL GIRTH GEAR LUBRICANTS; TEMPERATURE RATING: 80 DEG C; VISCOSITY RATING: 5000; COLOR: BLACK; CONTAINER: DRUM 180 KG; GRADE: NLGI; SPECIFICATION: ESKOM GGSS 0587; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE

Item Number	Material Number	Purchase Order Text
		PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; PART NO: OGL6000, MANUFACTURER: SPANJAARD
9	205419	PENETRANT: CONTAINER: CAN AEROSOL 800 ML; FLUID; PART NO: 800
10	213559	GREASE, INDUSTRIAL: CONTAINER: DRUM 210 L; TRADE NAME: PETRON GEARSHIELD; PART NO: NCW,
11	215940	GREASE: CONTAINER: 4.5 KG; TRADE NAME: CLYDSPIN; CLYDSPIN; HIGH TEMPERATURE RATING; PART NO: 66.0046,
12	218783	GREASE: TYPE: ELECTRO LOOP; TEMPERATURE RATING: 72 DEG C; CONTAINER: CAN 500 G;
13	0222080	GREASE: TYPE: GEAR; CONTAINER: DRUM 25 KG; SUPPL P/N: SPL2HT; TEMPERATURE RATING 180DEG FLASH POINT
14	253868	GREASE: TYPE: LITHIUM BASE; CONTAINER: 5 KG; TRADE NAME: SKF LGMT 2/5; GREASE;LITHIUM BASE,5 KG,SKF LGMT 2/5 ~ GREASE; TYPE LITHIUM BASE, CONTAINER 5 KG, TRADE NAME SKF LGMT 2/5, MSDS TO BE PROVIDED WITH DELIVERY;
15	256307	SOLVENT: TYPE: CLEANING; CONTAINER: DRUM PLASTIC 25 L; PHYSICAL FORM: LIQUID; COLOR: CLEAR
16	500130	GREASE: TYPE: FLANGE; TEMPERATURE RATING: 30 TO 140 DEG C; CONTAINER: 5 X 40 POTS KG; SYNTHETIC BASE OILS WITH THICKENING AGENT, BIO DEGRADABLE WHEEL;
17	553367	GREASE, INDUSTRIAL: TYPE: OPEN GEAR LUBRICANT; TEMPERATURE RATING: -10 TO 120 DEG C; THICKENER: SOLVENT; VISCOSITY RATING: 2800CST AT 40 DEG C; COLOR: BLACK/GRAY; CONTAINER: 180 KG; PHYSICAL FORM: VISCOUS FLUID; GRADE: NLGI 00; TRADE NAME: LUBRITENE LUBRENE OGL-E; SPECIFICATION: AGMA/ASTM; DENSITY AT 20 DEG C; 0.95 KG PER LITRE; ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL; PART NO: FG043 LUB 0180KG;
18	588719	GREASE, INDUSTRIAL: TYPE: MULTI PURPOSE EP; TEMPERATURE RATING: 288 DEG C; THICKENER: CALCIUM/SULFONATE; VISCOSITY RATING: 193CST AT 40DEG C; COLOR: GREEN; CONTAINER: DRUM 16 KG; GRADE: NLGI; TRADE NAME: MATRIX EP2; HIGH SPEED; WATER; CHEMICAL AND TEMPERATURE RESISTANT
19	633197	GREASE: TYPE: BEARING; TEMPERATURE RATING: -40 TO 150 DEG C; CONTAINER: DRUM 25 KG; TRADE NAME: COMPOUND WRL;
20	633198	GREASE: TYPE: GEAR; TEMPERATURE RATING: -10 TO 140 DEG C; CONTAINER: 180 KG; TRADE NAME: COMPOUND WRL; SPRAYABLE RUNNING-IN LUBRICANT FOR GEARS; RUNNING IN LUBRICANT FOR HIGH PERFORMANCE GEAR DRIVES RUNNING UNDER CRITICAL OPERATION CONDITION HAVING BIG TOOTH WIDTHS AND RUNNING WITH HIGH SPEED; NLGI-GRADE:00.FZG A/2; 76/50 DAMAGE LOAD STAGE:>12; GIRTH GEAR RUNNING IN COMPOUND GREASE;
21	640076	OIL, AUTOMOTIVE: TYPE: ENGINE; GRADE: SAE 20W50; CLASS: CF/SF; CONTAINER: DRUM 210 L; TRADE NAME: CASTROL GTX; TRUNNION BEARINGS SEAL SOAKING OIL; GRADE API SF/CF4;

Factory acceptance testing (FAT)

Material Data Sheet and Lab Test Certificate where applicable

Supply Requirements

Goods are required on an as and when required basis.

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

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

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

Specification of the services to be provided

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

**Constraints on how the Supplier Provides the Goods
 Programming constraints**

Delivery times will be stated on the official purchase order

Work to be done by the Delivery Date

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

Marking the goods

Packaging and Marking must be as follows:

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

5.3.1 Key Performance Indicator Table

KPA Description	Performance Measure/ Indicator	Target
Purchase Order delivery to site	Lead time agreed on the contract to be lead time on each PO and supplier delivery must match these lead times	98%
Packaging and Preliminary Marking of goods before delivery	Drums must not be leaking, preservation method in pictogram/ writing must be stipulated on the outside of the drum, marking should be as follows Name of the Supplier, Purchase Order Number, Material Number, Batch Number and Delivery date	100%
Customer Survey done by the supplier to be submitted to purchaser	To measure service level of the supplier by the purchaser	4 times per year from start of the contract

Constraints at the delivery place and place of use

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

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

No person may work on any electrical network unless:

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

2. Hook up at heights

3. Buckle up

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

Unless the driver and all passengers are wearing seat belts

4. Be Sober

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

5. Ensure you have permit to work

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

Majuba Power Station Delivery Times are as follows

08h00 A.M to 16h00 P.M Monday to Thursday

08h00 A.M to 11h30 A.M on Friday

No delivery will be accepted afterhours, weekends and including public holidays, unless the Supplier has requested the Purchaser in writing prior to delivery to site.

Cooperating with Others

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

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

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

Small items the can be offloaded by the supplier personnel

Management meetings

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

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

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

Documentation control

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

Unique delivery note number per delivery

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

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

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

Health and safety risk management

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

Environmental constraints and management

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

Quality

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

Service Level Table

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

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

Table 6: Service Level Table for Low Service Damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	On time delivery to Majuba Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of the total purchase order if an order is delivered one week later, 7.5% of the total purchase order if an order is delivered two to three weeks later and 10% of the total purchase order delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order
2	Grease out of spec	All Grease out of spec before lapse of warranties and guarantees must be removed from plant and be replaced within 31 days from the date it was officially reported to the supplier and the supplier to bear all the cost and risk of replacing the out of spec grease	Period between 32 days to 45 days penalties of 5% will be charged from the total cost of the item, period between 46 days to 59 days penalties of 7.5% from the total cost of the item, 60 days and above 10% of the total cost of the item failed will be charged as penalties
3	Packaging and Preliminary Marking of goods before delivery	Drums must not be leaking, preservation method in pictogram/ writing must be stipulated on the outside of the drum, marking should be as follows Name of the Supplier,	6% of the total purchase

		Purchase Order Number, Material Number, Batch Number and Delivery date	
--	--	--	--

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;

All invoices are to be submitted via e-invoicing.

C3.2 SUPPLIER'S GOODS INFORMATION

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