



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 various wet/ liquid Chemicals
for the Nuclear Operating Unit (NOU) on an as and
when required basis.**

Contents:

No of
pages

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

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 <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of various wet/ liquid chemicals for the Nuclear Operating Unit (NOU) on an as and when required basis.

The tenderer, identified in the Offer signature block, has

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract

including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Purchaser

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details

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*

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

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

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

Clause	Statement	Data
1	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 (April 2013) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	021-522-1899 (Office of Procurement)
	Fax No.	n/a
10.1	The <i>Supply Manager</i> is (name):	Terence Abboo
	Address	Koeberg Nuclear Power Station
	Tel	Off R27/west Coast Road Melkbosstrand, 7440

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

	Fax	n/a
	e-mail	AbbooTI@eskom.co.za
11.2(13)	The <i>goods</i> are	Wet/liquid Chemicals
11.2(13)	The <i>services</i> are	Supply and Delivery of various wet/ liquid Chemicals for the Nuclear Operating Unit (NOU) on an as and when required basis.
11.2(14)	The following matters will be included in the Risk Register	Risks associated with the delivery lead time. Early Warning notifications
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 hours
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	1 May 2026
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	As stipulated on the Purchase order Delivery date
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.	No Applicable
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	As agreed
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	As agreed
4	Testing and defects	
42	The <i>defects date</i> is	2 weeks after delivery
43.2	The <i>defect correction period</i> is	2 weeks
	except that the <i>defect correction period</i> for	
	and the <i>defect correction period</i> for	
42.2	The <i>defects access period</i> is	5 Days
	except that the <i>defect access period</i> for	
	and the <i>defect access period</i> for	
5	Payment	

50.1	The <i>assessment interval</i> is	Assessment will be done after delivery of goods
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
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	None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and

(2) for all other existing *Purchaser's* property, the applicable deductible as at contract date

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	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	Total of the prices
88.5	The <i>end of liability date</i> is	2 years after Delivery of the whole of the goods

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	The prices of all goods will remain fixed for 12 months for the first 12 months of the contract period, there after 10% of the goods will remain
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		fixed and the remaining 90% will be adjusted in accordance with SEIFSA Table U-A (final manufactured goods in South Africa). The contract price adjustment will apply annually from the contract start date.
X1.1	The <i>base date</i> for indices is	A month before tender closing
X2	Changes in the law	Republic of South Africa is a compensation event if it occurs after the Contract Date
X7	Delay damages	0.5% per day to maximum of 5 % value of item
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this

contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

**Insurance by
the *Purchaser***

87

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit 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
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Z14 Nuclear Liability

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

Z15 Asbestos

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

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

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

Group	Category	Term	Delivery Place
	Delivery Costs Included	DCI	Koeberg Nuclear Power Station site stores

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

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

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

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

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 and Delivery of various wet/liquid chemicals	
2. The requirements for transport are	Roadworthy delivery vehicles that is appropriate to deliver the various wet/liquid chemicals.	
3. The delivery place is	Koeberg Nuclear Power Station, Site Stores	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery and ensure all required documentation as per the specification is available at this stage.	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Supply and Delivery of various wet/ liquid Chemicals at Nuclear Operating Unit (KOU) on an as and when required basis	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Technical datasheets, Certificate of Conformance, Certificate of Analysis and Safety Data Sheet, (where applicable) as per the required specification	

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*

Supply and delivery of various wet/liquid chemicals for the Nuclear Operating Unit.

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 <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table 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>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													

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 <i>percentage for overheads and profit</i> added to the Defined Cost is	%
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NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

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

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across

other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Material	Description	Estimated Quantities	Unit	Rate per unit	Total
0257020	NITRIC ACID (HNO ₃)	800	kg		
0256965	ETHANOLAMINE/ MONOETHANOLAMINE (98% wt.) (HO-CH ₂ -CH ₂ -NH ₂)	21,000	kg		
0256966	AMMONIA SOLUTION / AMMONIUM HYDROXIDE 25% NH ₄ OH	14,200	kg		
0256981	CHEMICAL: HYDRAZINE HYDRATE;200 L; DRUM	50000	L		
0257019	SODIUM HYDROXIDE / CAUSTIC LYE	630	L		
0256982	HYDROCHLORIC ACID – 33%(HCL)	34 100	L		
0711412	POTASSIUM HYDROXIDE30% (KOH)	3x210L	EA		
0528380	ANTIFREEZE COOLANT - ETHYLENE GLYCOL (100%) (CH ₂ OH) ₂	27 000	L		
0256978	ANTIFREEZE COOLANT - ETHYLENE GLYCOL (50%) (CH ₂ OH) ₂	210	L		
0614161	HYDROGEN PEROXIDE 50% (H ₂ O ₂)	420	L		
0613437	HYDROGEN PEROXIDE 30% (H ₂ O ₂)	20	L		

The total of the Prices

1. All prices **exclude VAT** and are in **SA Rands**
2. Quantities on any of the above-mentioned items are estimates and not guaranteed.

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work i

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

1	Overview and purpose of the <i>goods</i> and <i>services</i>	iii
2	Specification and description of the <i>goods</i>	iii
2.1	<i>Purchaser's</i> design	v
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design	v
2.3	Other requirements of the <i>Supplier's</i> design	v
2.4	Use of <i>Supplier's</i> design	v
2.5	Manufacture & fabrication	v
2.6	Factory acceptance testing (FAT)	v
2.7	Other tests and inspections and commissioning in place of use	v
2.8	Operating manuals and maintenance schedules	v
3	Supply Requirements	vi
4	Specification of the <i>services</i> to be provided	vi
5	Constraints on how the <i>Supplier</i> Provides the Goods	vi
5.1	Programming constraints	vi
5.2	Work to be done by the Delivery Date	vi
5.3	Marking the <i>goods</i>	vi
5.4	Constraints at the delivery place and place of use	vi
5.5	Cooperating with Others	vii
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	vii
5.7	Management meetings	vii
5.8	Documentation control	vii
5.9	Health and safety risk management	vii
5.10	Environmental constraints and management	vii
5.11	Quality	vii
5.12	Invoicing and payment	viii
5.13	Insurance provided by the <i>Purchaser</i>	viii
5.14	Contract change management	ix
5.15	Provision of bonds and guarantees	ix
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	ix
6	Procurement	ix
6.1	Subcontracting	ix
6.1.1	Preferred subcontractors	ix
6.1.2	Limitations on subcontracting	ix
6.1.3	Spares and consumables	ix
6.1.4	Other requirements related to procurement	ix
6.1.5	Cataloguing requirements	ix
7	List of drawings	ix
7.1	Drawings issued by the <i>Purchaser</i>	ix
C3.2	<i>Supplier's</i> Goods Information	x

1 Overview and purpose of the goods and services

Supply and delivery of Supply and Delivery of various wet/ liquid Chemicals at Nuclear Operating Unit (KOU) on an as and when required basis.

2 Specification and description of the goods

Item	Material Number	Short Description	Description
1	0257020	NITRIC ACID (HNO ₃)	DSG-317-094; 0384/87Q; Q4:NSF:NC:NEV; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATA SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN ONE (1) YEAR; COMM GR 55% NITRIC ACID; MNF:N/A; P/NO:N/A; CONTAINER:33kg
2	0256965	ETHANOLAMINE/ MONOETHANOL OMINE (98% wt.) (HO-CH ₂ -CH ₂ -NH ₂)	DSG-317-094 + COA; GROUP-21; 0029/99Q; Q3:NSF:NC:NEV;CHEMICAL; MNF: CJ PETROW/UNION CARBIDE; TYPE: PRIMARY AMINE; FORM: COLOURLESS LIQUID; CONTAINER CAPACITY: 220 KG; CONTAINER: DRUM; TRADE NAME: MONOETHANOLAMINE; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATA SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN ONE (1) YEAR); MONOETHANOLAMINE THE MONO-ETA WILL BE USED ON THE - SECONDARY SYSTEMS OF BOTH UNITS 1 & 2 FOR PH ADJUSTMENT; CRACK APPROVED - CATEGORY 1; DIMEN:220 KG DRUMS; FREEZING POINT:10.5 DEG C; BOILING POINT:170 DEG C; STORAGE TEMPERATURE:18 DEG C TO 35 DEG C; MATL:PLEASE SUPPLY IN PLASTIC DRUMS OF 210kg AS REQUESTED BY CHEMISTRY
3	0256966	AMMONIA SOLUTION/ AMMONIUM HYDROXIDE 25% NH ₄ OH	DSG-317-031; \GROUP-21; 0029/99Q; Q3:NSF:NC:NEV; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATA SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN SIX (6 MONTHS); CHEMICALLY PURE AMMONIA SOLUTION CRACK APPROVED - CATEGORY 1; MFR: A.E.C.I; P/N: NH 4 OH; DIMEN: 190KG; (RETURNABLE PLASTIC DRUM-210 LITRE); SODIUM:NOT MORE THAN 1PPM (M/M)AS NA
4	0256981	CHEMICAL: HYDRAZINE HYDRATE;200 L; DRUM	DSG-313-001 + COA; GROUP-21; 0131/88Q; Q4:NSF:NC:NEV; CHEMICAL; MNF: BAYER SA; TYPE: HYDRAZINE HYDRATE; FORM: AQUEOUS SOLUTION; CONTAINER CAPACITY: 210 L; CONTAINER: DRUM; CONVERSION FACTOR 210 L = 210 KG; TRADE NAME: LEVOXIN 64 PCT; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATA SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN ONE (1) YEAR; HYDRAZINE HYDRATE (LEVOXIN 64%); MAX IMPUR: SP 1,032G / CM ² ; PH (20C) 1%; VISC -20C 1,50CP; BOIL P 120C; AMMONIA 0,15%;

			IRON 0,5PPM; SODIUM 0,2PPM; CHLOR -1PPM; NICKEL 0,05PPM; CHROM 0,05PPM; NOTE: ALL DELIVERIES CRACK APPROVED - CATEGORY 1; MUST HAVE RANGE: 200L;
5	0257019	SODIUM HYDROXIDE / CAUSTIC LYE	C.O.C; 0113/86Q; Q4:NSF:NC:0; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATE SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN ONE (1) YEAR; CAUSTIC-LYE-SOL STRENGTH 45-50% MEMBRANE GRADE 210L DRUM CONTAINERS; SUGGESTED SUPPLIER:PROTEA IND
6	0256982	HYDROCHLORIC ACID – 33%(HCL)	DSG-317-096; 0113/86Q; Q4: NSF:NC: NEV; CHEMICAL; YPE: ACID; FORM: LIQUID; CONTAINER CAPACITY: 220 kg; CONTAINER: DRUM; TRADE NAME: HYDROCHLORIC ACID; COMPOSITION: 30- 33 PCT; COLOR: CLEAR AQUEOUS SOLUTION; CAS REGISTRY NUMBER: 7647-01-0/4; EINECS NUMBER: 231-595-7; MSDS NUMBER: 017-002-00-2; GRADE: TECHNICAL
7	0711412	POTASSIUM HYDROXIDE30% (KOH)	DSG-317-094; 0029/99Q; Q3:NSF:NC:0:L3; CHEMICAL; MNF: DYNACHEM; TYPE: 30% POTASSIUM HYDROXIDE; FORM: LIQUID; CONTAINER CAPACITY: 210 kg; CONTAINER: PLASTIC DRUM; TRADE NAME: POTASSIUM HYDROXIDE; COMPOSITION: KOH - POTASSIUM METAL CATION AND HYDROXYL ANION; COLOR: WHITE / SLIGHTLY YELLOW; CAS REGISTRY NUMBER: 1310-58-3; MSDS NUMBER: 215-181-3; GRADE: AQUEOUS; SPECIFICATION: HG/T3688-2010; SUPPLIER TO PROVIDE C.O.A OF THE PRODUCT CLEARLY STATING PURITY, CHLORIDE, SULPHATE SODIUM, SILICA AND IMPURITY LEVELS
8	0528380	ANTIFREEZE COOLANT - ETHYLENE GLYCOL (100%) (CH2OH)2	DSG-317-076; 0011/12C; Q3:NSF:NC:NEV; SEE EQUIVALENCE M052/11E REV1; SEE OLD MATERIALNO.0256199; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATE SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT ALL CHEMICALS WITH A SHELF-LIFE,SHALL NOT EXPIRE WITHIN ONE (1) YEAR); ANTI-FREEZE/COOLANT; MFR:SASOL; SUPPLIER:SASOL; COOLANT TYPE:SASOL COOLANT CONC 100; CHEMICAL COMPOSITION:ETHYLENE GLYCOL TYPE; COLOUR:GREEN; KBA:0915G041091; M/MAN:310 VOL 1; 210L
9	0256978	ANTIFREEZE COOLANT - ETHYLENE GLYCOL (50%) (CH2OH)2	DSG-317-094; 0029/99Q; Q3:NSF:NC:NEV; (SEE EQUIVALENCE M044/09E); (SEE OLD MATERIALNO.0157158); (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATE SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT); ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN ONE (1) YEAR; ANTIFREEZE/COOLANT, FOR EMERGENCY DIESEL ENGINES; (CRACK APPROVED - CATEGORY 1); NAME:SHELL HD ULTRA ELC COOLANT PRE-DILUTED 50/50; TYPE:MONO-ETHYLENE-GLYCOL BOILING POINT @ 101.3KPA:>129°C DENSITY @ 15°C:1120 FREEZING POINT 4°C:-37°C; M/MAN:310 VOLUME 1; 210L

10	0614161	HYDROGEN PEROXIDE 50% (H2O2)	C.O.C; 0113/86Q; Q4:NSF:NC:NEV; CHEMICAL: TYPE: 30 % HYDROGEN PEROXIDE CONCENTRATION; FORM: COLOURLESS LIQUID; CONTAINER CAPACITY: 25 L; CONTAINER: BOTTLE PLASTIC; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATE SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT; ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN (1) ONE YEAR); CHEMICAL; MFR:PROTEA CHEMICALS
11	0613437	HYDROGEN PEROXIDE 30% (H2O2)	C.O.C; 0113/86Q; Q4:NSF:NC:NEV; (MATERIAL SAFETY DATA SHEET (MSDS) AND OR TECHNICAL DATE SHEET (TDS) REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE,EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT; ALL CHEMICALS WITH A SHELF-LIFE, SHALL NOT EXPIRE WITHIN (1) ONE YEAR); CHEMICAL; MFR: MERCK; TYPE: HYDROGEN PEROXIDE; FORM: COLOURLESS LIQUID; CONTAINER: BOTTLE PLASTIC; CONTAINER CAPACITY

2.1 *Purchaser's design*

Not Applicable

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

Not Applicable

2.3 *Other requirements of the Supplier's design*

Not Applicable

2.4 *Use of Supplier's design*

Not Applicable

2.5 *Manufacture & fabrication*

Refer to Eskom specification

2.6 *Factory acceptance testing (FAT)*

Refer to Eskom specification

2.7 *Other tests and inspections and commissioning in place of use*

Refer to Eskom specification

2.8 *Operating manuals and maintenance schedules*

Refer to Eskom specification.

3 Supply Requirements

- Supplier to deliver and offload all goods at Koeberg Nuclear Power Station – Stores only.
- All goods must be delivered in the week of the date stipulated on the Purchase Order.
- All delivery vehicles to be roadworthy and fit for its purpose. No unroadworthy vehicles will be allowed on site.
- The *Supply Manager* or Koeberg Stores Supervisor to be informed when delivery will be done a day before delivery
- Deliveries to be done from 09H00- 15H00 from Mondays to Thursday and on Fridays from 09H00- 12H00. If deliveries are to be done on weekends or public holidays the *Supply Manager* must give permission.
- Requests for delivery will be made on a Purchase Order starting with a 45 number

4 Specification of the *services* to be provided

All requirements specified in the User Requirement Specification (URS).

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Goods to be delivered on an as and when required basis according to the Purchase order instruction. A programme to be sent if there are any changes in delivery.

5.2 Work to be done by the Delivery Date

The goods are to be sent to the Koeberg Nuclear Power station site stores. Delivery vehicle to be road worthy. The timelines for delivery are between 09H00 to 15H00 from Monday to Thursday, and Friday from 09H00 to 12H00. The *Supply Manager* needs to be alerted when deliveries are scheduled.

5.3 Marking the *goods*

All goods will be packages according to the Purchase order instruction.

5.4 Constraints at the delivery place and place of use

The Security team will need the Purchase Order for delivery on site.
Valid South African driver's licence must be presented at the Eskom Security check point.
All delivery persons are to Buckle up and Be sober.

5.5 Cooperating with Others

The Supply manager may request as and when required who the Parties are to Cooperate with.

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

Purchaser to provide entrance to site for delivery of goods.

5.7 Management meetings

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

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

5.8 Documentation control

In accordance with ISO 9001:2015 and with reference to The Supply Requirements for this Contract number 5, under C1.2 in this contract.

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements in clause Z6- Health, safety and the environment

5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Clause Z6 Health, safety and the environment

5.11 Quality

Quality Assurance Requirements

The highest quality level assigned is Q3 and the nuclear safety level for the organisation is L3. The applicable Quality Specification for the scope of work is 238-103 Rev 3. The *Supplier's* Quality Program is subject to review and acceptance by the *Purchaser*.

Wet Chemicals shall be sourced from a manufacturer whose facilities operates an Environmental Management System which complies with the requirements of ISO 14001: 2015

The Supplier ensures that any sub-Supplier employed by him has and implements a Quality Assurance Programme to meet the requirements of the Purchaser.

The Purchaser reserves the right to, at any time, audit and/or monitor the control between the Supplier and sub-Supplier, as well as the performance of the Supplier's sub-Supplier. Such audits are done by prior notification and in liaison with the Supplier.

Quality Control Requirements

In the event where quality control plans are required then the *Supplier's* and sub-Supplier's quality control programmes are subject to the acceptance by the *Purchaser*.

The *Supplier* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of sub-Supplier deliverables. Where considered necessary, the *Purchaser* may request such review records, and the *Supplier* provides such information without limitation.

Where considered necessary, the *Purchaser* may request the root cause analysis and associated corrective action plan that the *Supplier* has established to deal with non-conformances / issues and / or Defects related to providing the Works. The *Supplier* provides such information without limitation.

An approved Certificate of Analysis and Certificate of Conformance shall be supplied with all chemicals.

Eskom authorised personnel shall review the Certificate of Conformance prior to release and use of the chemical.

5.12 Invoicing and payment

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

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

The Accounts payable section
Koeberg Nuclear Power Station
Private Bag X10
Kernkrag 7440
South Africa

- Name and address of the *Supplier* and the *Supply Manager*.
- The contract number and title.
- *Supplier's* VAT registration number.
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

5.13 Insurance provided by the *Purchaser*.

Applicable in Z 13 Clauses

5.14 Contract change management

Not Applicable

5.15 Provision of bonds and guarantees

No Applicable

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

All Compensation events to be kept by *Supplier*

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not Applicable

6.1.2 Limitations on subcontracting

7 Not Applicable

7.1.1 Spares and consumables

Not Applicable

7.1.2 Other requirements related to procurement

Not Applicable

7.1.3 Cataloguing requirements by the *Supplier*

Not Applicable

8 List of drawings

8.1 Drawings issued by the *Purchaser*

Not Applicable

C3.2 *SUPPLIER'S* GOODS INFORMATION

The *Supplier* to maintain an electronic file of the contract Goods for distribution to the *Supply Manager*

Site Information

Location of the Site

The site is located at Koeberg Power Station (KNPS) North of Melkbosstrand in the South Western Cape and it's reached via the main road from Cape Town to Saldanha (R27). The turn off to KNPS is indicated on the R27. KNPS is approximately 30 km North of Cape Town and the approximate co-ordinates are: 33 degrees 40. 7's and 18 degrees 26.1'e.

After the turn off the access route follows that main access road to KNPS.

Security Check Points

Prior to access to site, there are two PEB security check points, viz. at the entrance from the R27

NB: The contractor to comply with the employer's five cardinal rules as stipulated in directive, reference 32-421. The employer takes a ZERO TOLERANCE stance to the violation of these rules.