



NEC3 Supply Contract (SC3)

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

and
(Reg No. _____)

for **SUPPLY, DELIVERY, COLLECTION, LOADING AND OFFLOADING OF SULPHUR HEXAFLUORIDE (SF6) GAS OF PURITY 99.9% OR HIGHER, IN 50KG STANDARD GAS CYLINDERS WITH PROVISION FOR RENTAL OF 50KG CYLINDERS TO THE CAPE COASTAL CLUSTER ON AN “AS AND WHEN REQUIRED” BASIS.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[3]
Part C2 Pricing Data	[2]
Part C3 Scope of Work	[10]

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[7]
C1.2b Contract Data provided by the <i>Supplier</i>	[2]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[0]

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, delivery, collection, loading and offloading of Sulphur Hexafluoride (SF6) gas of purity 99.9% or higher, in 50kg standard gas cylinders with provision for rental of 50kg cylinders to the Cape Coastal Cluster 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*.

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Purchaser

Signature Name Capacity On behalf of <i>(Insert name and address of organisation)</i> Name & signature of witness Date Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
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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	
		<p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X4 Parent company guarantee</p> <p>X7: Delay damages</p> <p>X12: Partnering</p> <p>X17: Low performance damages</p> <p>X20: Key Performance Indicators</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	Noxolo Mabula
	Address	ESKOM HOLDINGS SOC LIMITED, Sunilaws Office Park, Beacon Bay EAST LONDON, 5205
	Tel	013 755 9154
	Fax	
	e-mail	mabulan@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply, delivery, collection, loading and offloading of Sulphur Hexafluoride (SF6) gas gas cylinders with provision for rental of

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

50kg cylinders to the Cape Coastal Cluster on an “as and when required” basis.

11.2(13)	The <i>services</i> are	N/A
11.2(14)	The following matters will be included in the Risk Register	N/A
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	one weeks
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.	01 March 2026 (36 months duration)
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<i>goods and services</i> <i>delivery date</i> 1 According to Manufacturer As agreed supplied delivery schedule
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.	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Four weeks.
4	Testing and defects	
42	The <i>defects date</i> is	The warranty period as per manufacturers specification after Delivery.
43.2	The <i>defect correction period</i> is	Four weeks
	except that the <i>defect correction period</i> for	Main components is four weeks
	and the <i>defect correction period</i> for	Minor components are two weeks
42.2	The <i>defects access period</i> is	Two weeks
	except that the <i>defect access period</i> for	Main components is four weeks
	and the <i>defect access period</i> for	Minor components are two weeks
5	Payment	
50.1	The <i>assessment interval</i> is	Within one week of delivery

51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Depends on BBBEE status at date of payment
51.4	The <i>interest rate</i> is	<p>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</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 the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	As per NEC3 SC contract
7	Title	As per NEC3 SC contract
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. N/A
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	The contract price
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 <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</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last	Total contract price

	<i>defects date</i> is limited to:	
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 contract price
88.5	The <i>end of liability date</i> is	As per manufacturer's warranty specifications after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	Will be agreed when dispute arise. 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).
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	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is	Date of Tender															
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td colspan="3">1.00</td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
proportion	linked to index for	Index prepared by															
0.	[•]	[•]															
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[•]	non-adjustable																
1.00																	
X2	Changes in the law																

X2.1	A change in the law of	As per NEC3 SC contract	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		One week outside the agreed delivery timelines	0,25%
		Two weeks outside the agreed delivery timelines	10%
Z	The additional conditions of contract are		Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
 - undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an

Affected Party to act unlawfully or illegally,

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

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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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 *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

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

Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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 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>Will be stated on tsk order</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	Will be stated on tsk order	[•]	2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1	Will be stated on tsk order	[•]												
2														
3														
31.1	The programme identified in the Contract Data is contained in:													
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	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

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

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

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

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

3.1. Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Item nr	SAP/ ERP Number	Description	Unit	Qty	Rate	Price
1	0586736	GAS:SF6;99.9 PCT;CYL 50 KG	each			
2	3000034075	RENT CYL:GAS SF6;50 KG;STEEL; MONTHLY	each			
3	0559209	CLAIM KILOMETERS	km			
4	0566235	DELIVERY SURCHARGE	each			

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work	24
C3.1: Purchaser's Goods Information	25
1 Overview and purpose of the goods and services.....	27
2 Specification and description of the goods.....	27
2.1 Purchaser's design	27
2.2 Procedure for submission and acceptance of Supplier's design.....	27
2.3 Other requirements of the Supplier's design	27
2.4 Use of Supplier's design.....	27
2.5 Manufacture & fabrication.....	27
2.6 Factory acceptance testing (FAT)	28
2.7 Other tests and inspections and commissioning in place of use.....	28
2.8 Operating manuals and maintenance schedules	28
3 Supply Requirements	28
4 Specification of the services to be provided	28
5 Constraints on how the Supplier Provides the Goods	28
5.1 Programming constraints.....	28
5.2 Work to be done by the Delivery Date.....	28
5.3 Marking the goods	28
5.4 Constraints at the delivery place and place of use.....	28
5.5 Cooperating with Others.....	29
5.6 Services & other things to be provided by the Purchaser or Supplier.....	29
5.7 Management meetings	29
5.8 Documentation control.....	29
5.9 Health and safety risk management	29
5.10 Environmental constraints and management	29
5.11 Quality.....	29
5.12 Invoicing and payment.....	30
5.13 Insurance provided by the Purchaser.....	30
5.14 Contract change management	30
5.15 Provision of bonds and guarantees	30
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier.....	30
6 Procurement.....	31
6.1 Subcontracting.....	31

- 6.1.1 Preferred subcontractors 31
- 6.1.2 Limitations on subcontracting 31
- 6.1.3 Spares and consumables 31
- 6.1.4 Other requirements related to procurement..... 31
- 6.1.5 Cataloguing requirements..... 31
- 7 List of drawings..... 31**
 - 7.1 Drawings issued by the *Purchaser*..... 31
- C3.2 Supplier's Goods Information 32**

1 Overview and purpose of the *goods and services*

The following additional terms and conditions are recommended for inclusion in the contract or purchase agreement and should be tailored to the specific scope of work:

- a) The Supplier shall ensure that cylinder rentals are billed and invoiced timeously at the end of each month. Eskom will not take responsibility for outstanding rental fees which have not been invoiced timeously.
- b) The Supplier shall only collect cylinders during working hours on business days namely Monday to Friday between 08:30 and 15:30.
- c) The Supplier shall ensure that at the end of this contract, all cylinders are collected. Eskom will not be responsible for payment of any rental fees post the end date of this contract.
- d) The Supplier shall ensure that on delivery of the SF6 gas, each 50kg cylinder is accompanied by its gas purity certificate, a hydrostatic testing (hydraulic burst test) certificate and has a legible hydrostatic test date stamped thereon as stipulated in specification 559-344083080. SF6 gas cylinders not meeting these requirements will be rejected by Eskom. Furthermore, Eskom will not incur or be responsible any costs associated with the delivery of SF6 or SF6 gas cylinders which do not conform to any part of specification 559-344083080.

2 Specification and description of the *goods*

Specification for new sulphur hexafluoride (sf6) gas supplied in standard gas cylinders is attached to this document as an Annexure.

2.1 *Purchaser's design*

Purchaser states which parts of the *goods* he is to design.

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

Supplier's design which is to be submitted to the *Supply Manager* for his acceptance.

2.3 Other requirements of the *Supplier's design*

N/A

2.4 Use of *Supplier's design*

N/A.

2.5 Manufacture & fabrication

N/A

2.6 Factory acceptance testing (FAT)

There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination.

2.7 Other tests and inspections and commissioning in place of use

N/A

2.8 Operating manuals and maintenance schedules

Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods*.

3 Supply Requirements

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

4 Specification of the *services* to be provided

Items of service specified can be related to an item in the Price Schedule and technical specification

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

The order and timing of the work which the *Supplier* must take into account in his programme.

5.2 Work to be done by the Delivery Date

Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved.

5.3 Marking the *goods*

N/A

5.4 Constraints at the delivery place and place of use

Any constraints on how the to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work are to be discussed with *Purchaser* representative prior.

5.5 Cooperating with Others

If the *Purchaser* is aware of the *Supplier's* need to co-operate with Others on a project or design of the *goods* needs to be discussed with *Purchaser*.

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

If any temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods* are to be discussed with *Purchaser* representative prior.

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

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

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

5.8 Documentation control

All meetings shall be recorded using minutes or register prepared and circulated by the person who convened the meeting. Such 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.

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements

5.10 Environmental constraints and management

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

5.11 Quality

The Supplier shall comply with the environmental criteria and constraints.

5.12 Invoicing and payment

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *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*

Add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

5.14 Contract change management

Any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms.

5.15 Provision of bonds and guarantees

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

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

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

The *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Since delivery will take place through a local dealership specified on the sub-order (placed directly with the Manufacturer) the onus will be on the Manufacturer to ensure that the participating dealers are aware of the terms and conditions as well as the practical operation contract.

6.1.2 Limitations on subcontracting

Due to the large volumes that might be ordered through a nominated dealer, it can happen that the dealer floor plan does not provide for the movement of large number of units. Suppliers must ensure that deliveries will not be delayed due to limited dealer floor plans.

6.1.3 Spares and consumables

N/A

6.1.4 Other requirements related to procurement

N/A

6.1.5 Cataloguing requirements by the *Supplier*

N/A

7 List of drawings

7.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIERS* GOODS INFORMATION

This section could also be compiled as a separate file.

	Scope of Work	Template Identifier	240-XXXXXXX	Rev	1
		Effective Date	September 2025		
		Next Review Date	September 2028		
		Distribution Division			

SHORT DESCRIPTION OF SCOPE OF WORK

1. Supply, delivery, collection, loading and offloading of Sulphur Hexafluoride (SF6) gas of purity 99.9% or higher, in 50kg standard gas cylinders with provision for rental of 50kg cylinders to the Cape Coastal Cluster on an “as and when required” basis.

FULL DESCRIPTION OF SCOPE OF WORK

2. Supply, delivery, collection, loading and offloading of Sulphur Hexafluoride (SF6) gas of purity 99.9% or higher, in 50kg standard gas cylinders with provision for rental of 50kg cylinders, to various locations within the Cape Coastal Cluster “as and when required” for a period of thirty-six (36) months.
3. The technical specification and technical evaluation criteria applicable to this scope of work are 559-344083080 titled “Specification for New SF6 Gas Supplied in Standard Gas Cylinders” and technical evaluation criteria 559-399862082 titled “Technical Evaluation Criteria for New SF6 Gas Supplied in Standard Gas Cylinders”.
4. The Cape Coastal Cluster includes in the context of this scope of work includes both the Eastern Cape and Western Cape Operating Units.

SAP DETAILS FOR SCOPE OF WORK

5. The list of material or services is as tabulated below.

Item	SAP/ ERP Number	Material/Service SAP Short Format Description
01	0586736	GAS:SF6;99.9 PCT;CYL 50 KG
02	3000034075	RENT CYL:GAS SF6;50 KG;STEEL;MONTHLY
03	0559209	CLAIM KILOMETERS
04	0566235	DELIVERY SURCHARGE

BUDGET IMPLICATIONS

6. A budget allocation is as per the accompanying budget letter.

SPECIAL ADDITIONAL NEC CLAUSES

7. The following additional terms and conditions should be included in the NEC contract for purchases/contracts established based on this scope of work:
 - a. The Supplier shall ensure that cylinder rentals are billed and invoiced timeously at the end of each month. Eskom will not take responsibility for outstanding rental fees which have not been invoiced timeously.

Disclosure Classification: Controlled Disclosure

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Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

	Scope of Work	Template Identifier	240-XXXXXXX	Rev	1
		Effective Date	September 2025		
		Next Review Date	September 2028		
		Distribution Division			

- b. The Supplier shall only collect cylinders during working hours on business days namely Monday to Friday between 08:30 and 15:30.
- c. The Supplier shall ensure that at the end of this contract, all cylinders are collected. Eskom will not be responsible for payment of any rental fees post the end date of this contract.
- d. The Supplier shall ensure that on delivery of the SF6 gas, each 50kg cylinder is accompanied by its gas purity certificate, a hydrostatic testing (hydraulic burst test) certificate and has a legible hydrostatic test date stamped thereon as stipulated in specification 559-344083080. SF6 gas cylinders not meeting these requirements will be rejected by Eskom. Furthermore, Eskom will not incur or be responsible any costs associated with the delivery of SF6 or SF6 gas cylinders which do not conform to any part of specification 559-344083080.

SIGNATORIES

- 8. The following persons have compiled/supported/authorized this Scope of Work as per their delegation of authority.

Compiled by (End-user):


 Tebello Mahlaba
 CHIEF ENGINEER PROF. ENG.
 Date: 03 September 2025

Supported by (End-user):


 Abdullah Ebrahim
 SENIOR ENGINEER PROF. ELEC.
 Date: 03 September 2025

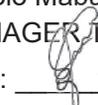
Supported by (Technical Support Officer):

Nokulunga Siguba
 OFFICER MAINTENANCE CONTR
 Date:  03 September 2025

Supported by (Technical Support Officer):


 Thirloshnee Padayachee
 OFFICER MAINTENANCE CONTR
 Date: 26 September 2025

Approved by (Technical Support Manager/Relevant DoA):

Noxolo Mabula
 MANAGER TECHNICAL SUPPORT
 Date:  26 September 2025

Approved by (Technical Support Manager/Relevant DoA):

Sandile Faltein
 MANAGER TECHNICAL SUPPORT
 Date:  26 September 2025

Disclosure Classification: Controlled Disclosure

	<p style="text-align: center;">Standard</p>	<p style="text-align: center;">Cape Coastal Cluster</p>
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Title: **SPECIFICATION FOR NEW
SULPHUR HEXAFLUORIDE
(SF₆) GAS SUPPLIED IN
STANDARD GAS CYLINDERS**

Document Identifier: **559-344083080**

Alternative Reference Number: **n/a**

Area of Applicability: **Cape Coastal Cluster**

Functional Area: **Engineering**

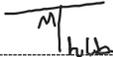
Revision: **1**

Total Pages: **12**

Next Review Date: **June 2030**

Disclosure Classification: **Controlled Disclosure**

Compiled by



Tebello Mahlaba
Chief Engineer Prof
Eng

Date: 04/09/2025

Functional Responsibility



Freddy Mvula
Distribution Switchgear
Care Group Chairperson

Date: 11 September 2025

Authorized by



Sikelela Mkhabela
Senior Manager
Maintenance and
Operations (CCC-EC)

Date: 12 September 2025

Content

	Page
1. Introduction.....	3
2. Supporting Clauses	3
2.1 Scope.....	3
2.1.1 Purpose.....	3
2.1.2 Applicability	3
2.1.3 Effective date.....	3
2.2 Normative/Informative References	3
2.2.1 Normative.....	3
2.2.2 Informative.....	5
2.3 Definitions	5
2.4 Abbreviations	5
2.5 Roles and Responsibilities	6
2.6 Process for Monitoring.....	7
2.7 Related/Supporting Documents.....	7
3. Specification for New SF ₆ Gas Supplied in Standard Gas Cylinders	8
3.1 General Requirements	8
3.2 SF ₆ Gas Purity.....	8
3.3 SF ₆ Gas Cylinder Type, Colour and Marking	9
3.4 SF ₆ Gas Cylinder Valves and Fittings	9
4. SF ₆ Gas and SF ₆ Gas Cylinders Handling and Record Keeping.....	10
5. Reuse, Maintenance, Testing, Recycling and Disposal of SF ₆ Gas Cylinders	10
6. Acceptance.....	11
7. Revisions.....	11
8. Development Team	11
9. Acknowledgements	11
Appendix A – Guideline on General Scope of Work for Procuring SF ₆	12

Figures

Figure 1: BS 341 British Standard Cylinder Valve Outlets and Connections.....	9
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CONTROLLED DISCLOSURE

1. Introduction

This document is necessary for Eskom Distribution Division's Cape Coastal Cluster (hereafter referred to as the Cluster) to procure the correct grade of sulphur hexafluoride (SF₆) gas for use in MV, HV and EHV SF₆ gas insulated switchgear. The SF₆ gas is required for use on SF₆ gas filled high voltage equipment, namely, live-tank and dead-tank circuit breakers (AIS/GIS/MTS), GIS isolators, GIS earthing switches, SF₆ bushings, SF₆ gas compartments, SF₆ CT's and SF₆ VT's, Ring Main Units (RMU) and SF₆ filled reclosers.

2. Supporting Clauses

2.1 Scope

This document covers Eskom Distribution's Cape Coastal Cluster requirements for new SF₆ supplied in standard type gas cylinders for use in electrical apparatus employing SF₆ as insulation and/or interruption medium.

2.1.1 Purpose

The purpose of this document is to ensure that the quality of Sulphur Hexafluoride (SF₆) gas supplied to the Cluster for use in HV and MV switchgear meets IEC/SANS requirements for use in the equipment as well as to ensure that the gas is delivered in containers meeting the requirements of national legislation. This document aims to provide a standard for the Cluster to procure SF₆ gas.

2.1.2 Applicability

This document shall apply throughout Eskom Holdings Limited Distribution Division's Cape Coastal Cluster.

2.1.3 Effective date

The date from which this document is effective is the same as the authorisation date of this document as per the "Authorized by" signatory in the document cover page.

2.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

2.2.1 Normative

The latest revision of the following documents are indispensable for the application of this document and should be used together with this document.

- [1] ISO 9001 Quality Management Systems
- [2] Occupation Health and Safety Act (OHS Act) No 85 of 1993 – Construction and Electrical Machinery Regulations

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- [3] SANS/ IEC 60376, Standard of technical grade sulphur hexafluoride (SF₆) for use in electrical equipment
- [4] SANS 10019, Transportable pressure receptacles for compressed, dissolved and liquefied gases - Basic design, manufacture, use and maintenance.
- [5] SANS/ IEC 60050(441):1984: International Electro-technical Vocabulary – Chapter 441: Switchgear, control-gear and fuses
- [6] SANS/ IEC 62271-1, Common specifications for high voltage switchgear and control gear standards
- [7] SANS/ IEC 62271-100, High voltage switchgear and control-gear: Part 100: High voltage alternating current circuit-breakers.
- [8] SANS/ IEC 62271-102, High voltage switchgear and control-gear: Part 102: Alternating current disconnectors and earthing switches.
- [9] SANS/ IEC 62271-203, High-voltage switchgear, and control-gear – Part 203: Gas-insulated metal enclosed switchgear for rated voltages above 52kV.
- [10] 240-50807380, Specification for GIS and associated auxiliary equipment.
- [11] 240-56063756, Outdoor Circuit-breakers for system with nominal voltages from 6.6kV up to and including 765kV Standard.
- [12] 240-56065202, Switchgear training requirements from Original Equipment Manufacturers Standard.
- [13] 240-56063765, Eskom Health and Safety Management Supplier Requirement Standard
- [14] SANS/ ISO 9809-1, Gas cylinders — Refillable seamless steel gas cylinders — Design, construction and testing Part 1: Quenched and tempered steel cylinders with tensile strength less than 1 100 MPa.
- [15] SANS/ ISO 9809-2, Gas cylinders — Refillable seamless steel gas cylinders — Design, construction and testing Part 2: Quenched and tempered steel cylinders with tensile strength greater than or equal to 1 100 MPa.
- [16] SANS/ ISO 9809-3, Gas cylinders — Design, construction and testing of refillable seamless steel gas cylinders and tubes Part 3: Normalized steel cylinders and tubes
- [17] SANS 10263-2, The warehousing of dangerous goods Part 2: The storage and handling of gas cylinders
- [18] 559-399862082, Technical Evaluation Criteria for New SF₆ Gas Supplied in Standard Gas Cylinders
- [19] Occupation Health and Safety Act (OHS Act) No 85 of 1993 – Regulations for Hazardous Chemical Agents (RHCA)
- [20] National Environmental Management: Waste Act, 2008
- [21] Hazardous Substances Act, 1973

CONTROLLED DISCLOSURE

2.2.2 Informative

The following documents are further sources of information referenced in this document.

[22]NRS 087, Guidelines for the purchase use and disposal of SF6

[23]240-125809509, Eskom Greenhouse Gas Emissions Reporting Procedure

2.3 Definitions

The following definitions are applicable to this document.

Definition	Explanation
Class 1 cylinder	Seamless metallic pressure receptacle
Class 3 cylinder	Metallic pressure receptacles of welded construction where the seams have been partially radiographed in accordance with an approved standard
Class of pressure receptacle	Category into which a pressure receptacle is placed based on whether the pressure receptacle is seamless, or of welded construction (the weld being fully or partially radiographed)
Cylinder	A pressure vessel used to store SF6 gas is referred to in this standard. {transportable pressure receptacle (that may be seamless, welded or composite) with a water capacity of 0,5 L to 150 L}
New gas	Technical grade SF6 that complies with IEC 60376 standard
Pressure receptacle	Collective term that includes cylinders, bundles, tubes and pressure drums for the storage and transportation of liquefied or compressed gases with a water capacity from 0,5 L to 3 000 L Note 1 All types of pressure receptacle, excluding non-refillable cylinders, are refillable. Note 2 The terms "transportable gas containers", "transportable pressure containers" and "containers" as used in SANS 347 and the relevant national legislation (see foreword), the relevant European Industrial Gases Association (EIGA) documents, and the various manufacturing standards listed in Table 1 and Annex A, are deemed to have the same meaning as a pressure receptacle as defined in this standard.
Special gas	Gas or gas mixture that has specific properties and that is prepared for special applications. Examples Instrument calibration gas mixtures or technical diving mixtures.
Technical grade SF6	SF6 gas having a very low level of impurities in accordance with IEC 60376 standard
Technical evaluator	End-users, technical experts nominated by the end-user and Divisional technical functionaries with the necessary technical expertise. NB: The switchgear technical evaluation shall be performed by the switchgear representatives in the Commodity Cross Functional team.
Threshold for Qualification	This is the threshold that has been determined by Eskom Technical evaluation, which the submission must meet to proceed with the technical evaluation after scoring stage.

2.4 Abbreviations

The following terms and abbreviations are used in this document.

Abbreviation	Explanation
AIS	Air Insulated Switchgear
BSP	British Standard

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Abbreviation	Explanation
CB	Circuit-breaker
CG	Care Group
CT	Current Transformer
EHV	Extra High Voltage
GIS	Gas Insulated Switchgear
HV	High Voltage
IEC	Independent Electoral Commission
kg	Kilo Gram
kV	Kilo Volt
MEW	Major Engineering Works Department
MTS	Mixed Technology Switchgear
MV	Medium Voltage
OEM	Original Equipment Manufacturer
OHS Act	Occupational Health and Safety Act ^[2]
ORHVS	Operating Regulations for High Voltage Systems
OU	Operating Unit
PPM	Primary Plant Maintenance
RHCA	Regulations for Hazardous Chemical Agents ^[19]
SCOT	Steering Committee for Technology
SDS	Safety Data Sheet
SED	Substation Equipment Diagnostics
SF ₆ /SF6	Sulphur Hexafluoride gas
VT	Voltage Transformer

2.5 Roles and Responsibilities

The following roles and responsibilities relating to the implementation and maintenance of this document are applicable.

The Distribution Switchgear Care Group in conjunction with the relevant Chief Engineer in Technology and Engineering or the Operating Units Technical Teams shall ensure the correctness of this document. They shall further ensure that it is adequately maintained and updated to align with applicable national and international technical standards.

Commercial and Materials Management teams shall ensure that the contents of this document are implemented during all commercial processes for procuring SF₆ gas, SF₆ cylinders and SF₆ assets. These shall further ensure that all documentation in relation to SF₆, SF₆ assets and SF₆ cylinders required by the Cluster for technical and/or legal compliance are received from Suppliers.

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All parties handling SF₆, SF₆ cylinders and SF₆ assets shall ensure compliance to the requirements of this document, all reference documents listed in the normative references and all other applicable laws and regulations. This includes the handing over and receipt of required documentation upon delivery, collection and exchange of SF₆, SF₆ cylinders and SF₆ assets.

2.6 Process for Monitoring

This document and its relevance will be periodically evaluated by the relevant SCOT Care Group.

2.7 Related/Supporting Documents

The following technical evaluation criteria document has been developed to support this specification.

- a. 559-399862082, "Technical Evaluation Criteria for New SF₆ Gas Supplied in Standard Gas Cylinders"

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3. Specification for New SF₆ Gas Supplied in Standard Gas Cylinders

3.1 General Requirements

- a. SF₆ is preferably to be supplied in Class 1 steel standard type gas cylinders in which the SF₆ is stored in liquid form under its own vapour pressure when the cylinder is fully charged.

Note: Unless otherwise stated Class 3 cylinders will also be accepted under the prescribed specifications, however Class 1 steel standard type gas cylinders are preferred. This is reflected in the technical evaluation criteria (559-399862082) associated with this specification.

- b. The SF₆ capacity of each cylinder shall be either 50 (± 3) kilograms in a ± 50-litre bottle, 20 (± 2) kilograms in a 20-litre bottle or in 10 (± 1) kilograms in a 10-litre bottle and according to the purchasing requirement Bill of Material.
- c. The Supplier/Bidder shall be able to transport, deliver, off-load and collect SF₆ gas and SF₆ gas cylinders at various Eskom sites, as per the tender enquiry.
- d. The Supplier/Bidder shall be responsible for making arrangements with the relevant authorities for the transportation and handling of both SF₆ gas and SF₆ gas cylinders.
- e. Suppliers/Bidders shall, if required by the tender evaluation teams, make their factory or premises available for the team to assess the methods and processes involved in the filling of new gas into cylinders, the handling and the management of both SF₆ and the cylinders.
- f. Rental of cylinders shall be included as part of contract and/or once off purchases.
- g. On delivery of the gas the Supplier/Bidder shall supply a valid South African Safety Data Sheet for the SF₆ in line with OHS Act^[2] and RHCA^[19] requirements.

3.2 SF₆ Gas Purity

The required quality of new SF₆ to be used in SF₆ insulated equipment is detailed in the latest edition of IEC 60376. Furthermore,

- a. A bottle certificate verifying the quality of the gas is to be supplied by the OEM with each bottle. The supplied certificate is to correlate with the specific cylinder, with the traceable bottle serial number as reference.
- b. The process followed by the Supplier to supply the gas to the end user, must be made know to the client by the Supplier. This should include information on whether the bottle was filled by the supplier from a bulk supply or whether the bottle was prefilled before the supplier obtained it.

In either case, the bottle certificate verifying the quality of the gas from the OEM, is to be supplied by the Supplier with each bottle.

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If at any time, the client verifies that the new gas supplied does not adhere to the required specification as set in IEC60376, the Supplier is to be held responsible and shall carry associated financial liability.

3.3 SF₆ Gas Cylinder Type, Colour and Marking

The cylinder type, colour and markings thereof shall meet the following requirements.

- a. SF₆ shall be supplied in Class 1 steel seamless metallic cylinders in accordance with SANS 10019.

Note: Unless otherwise stated Class 3 cylinders will also be accepted under the prescribed specifications, however Class 1 steel standard type gas cylinders are preferred. This is reflected in the technical evaluation criteria (559-399862082) associated with this specification.

- b. Each bottle shall be supplied with a removeable enclosed top valve cover. There should be NO guard ring fitted onto the bottle.
- c. There is no preference to colour of the cylinder, but the wording "Sulphur Hexafluoride" is to be painted onto the bottle in vertical format with a black letter size of at least 75mm for the 50-litre bottle. (The letter sizes for the 20 and 10 litre bottles must be in relation to that of the 50-litre bottle.)
- d. The name of the OEM is to be written on the bottle either in paint or stamped format but not by paste on sticker format.
- e. Each cylinder must have a legible hydrostatic test date stamped on it. The Supplier/Bidder must provide the Cluster a copy of the valid test Certificate of hydrostatic testing (hydraulic burst test). The Certificate shall be in an acceptable form similar to Annex D of SANS/ ISO 9809 standard ^{[14],[15],[16]}.

Furthermore, gas will only be accepted in cylinders that have at least a minimum of 3 years remaining before their next hydrostatic test due date.

- f. Cylinder stampings shall comply with the requirements of an approved manufacturing standard according to the requirements of SANS 10019.

3.4 SF₆ Gas Cylinder Valves and Fittings

- a. Each cylinder shall be equipped with a non-removable one-way type shutoff valve which ensures the contents may only be extracted by the user.
- b. The valve outlet shall be to British Standard BS341-3, valve no. 6 as per Figure 1, below. It is a 5/8" BSP RH External thread that accepts a fitting having a flat seal and gasket.
- c. No additional adaptor fittings are to be supplied to ensure 5/8" BSP RH External thread final fitting.

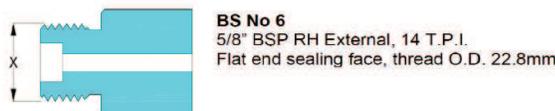


Figure 1: BS 341 British Standard Cylinder Valve Outlets and Connections

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4. SF₆ Gas and SF₆ Gas Cylinders Handling and Record Keeping

In the handling of SF₆ gas and SF₆ gas cylinders the Supplier shall always insist on its personnel handling the SF₆ gas cylinders to comply with SANS 10019. The same shall be applicable to the Cluster personnel interacting with the Supplier and handling the SF₆ gas cylinders and switchgear.

The gas Supplier shall keep a full record of all SF₆ gas supplied to the Cluster as well as returned used weighted cylinders from the Cluster, for a period of at least five years after expiry of the Cluster awarded contract for SF₆ gas purchased on a contract. The same records retention requirement applies for SF₆ gas supplied through a once off purchase. The Supplier shall make this record available to a Cluster appointed delegate on a monthly basis or as and when requested by a Cluster delegate.

Very important: The Cluster shall only accept cylinders that have a legible hydrostatic test date stamped on them and that stamped date indicates that the cylinder has at least a minimum of three (3) years remaining before its next hydrostatic test due date.

5. Reuse, Maintenance, Testing, Recycling and Disposal of SF₆ Gas Cylinders

Reuse, maintenance, testing, recycling and disposal of cylinders shall be in line with prevailing legislation. Responsibility for these shall reside with the owner of the gas cylinders meaning:

1. Where the gas cylinders are rented by Eskom from a Supplier, the Supplier shall be responsible for the reuse, maintenance, testing, recycling and disposal thereof.
2. Where the gas cylinders are owned by Eskom, Eskom shall be responsible for the reuse, maintenance, testing, recycling and disposal thereof.

Notwithstanding the above, the user of a cylinder shall conduct a visual inspection before and after handling or utilisation of a gas cylinder. Where necessary the user shall conduct a leak test where leakage is suspected e.g. at couplings. A soap test shall not be used for SF₆ gas leak detection on SF₆ cylinders due to limitations in its effectiveness, safety and potential contamination. Leak detection methods which may be used on SF₆ gas cylinders include:

- a. an SF₆ leak detector (SF₆ sniffer),
- b. optical gas imaging with infrared cameras,
- c. acoustic leak detection
- d. and other SF₆ specific scientific methods.

The disposal of SF₆ gas cylinders shall remain the responsibility of the owner and shall be conducted in line with prevailing legislation. Options available for disposal include:

- a. Removal of all residual SF₆ prior to disposing of the cylinder as scrap metal or
- b. Disposal of the gas and cylinder through a licenced hazardous waste service provider or hazardous waste disposal company.

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6. Acceptance

This document has been seen and accepted by:

Full Name and Surname	Designation
Sikelela Mkhabela	Senior Manager Maintenance and Operations Eastern Cape
Promise Ntuli	Senior Manager Maintenance and Operations Western Cape
Dumza Masingata	Middle Manager Plant Management Eastern Cape
Angus Mouton	Middle Manager Plant Management Western Cape
Dumisani Nkambule	Manager Power Plant Maintenance Eastern Cape
Rustum Emjedi	Manager Power Plant Maintenance Western Cape
Freddy Mvula	Distribution Switchgear Care Group Chairperson
Vuyani Masuku	Technology & Engineering Switchgear Chief Engineer

7. Revisions

Date	Rev.	Compiler	Remarks
August 2025	1	Tebello Mahlaba (adopted from Frik Schoeman)	First issue specific to the Cluster. New and updated technical requirements for tactical sourcing of new SF6 gas supplied in standard gas cylinders.

8. Development Team

This document was developed from an adopted document authored and developed by Frik Schoeman and a National Transmission Company of South Africa (NTCSA) development team. The adopted document was then tailored to suite the Cluster needs.

The following members of the Eskom Distribution Division Switchgear Care Group were involved in the tailoring and further development of this document:

- | | | |
|---------------------|---|--|
| b. Abdullah Ebrahim | Senior Engineer Power Plant Maintenance | Distribution Switchgear Care Group Member |
| c. Freddy Mvula | Senior Technologist Engineer Maintenance and Operations Centre of Expertise | Distribution Switchgear Care Group Chairperson |
| d. Tebello Mahlaba | Chief Engineer Maintenance and Operations | Distribution Switchgear Care Group Member |

9. Acknowledgements

The Author, Cluster and Distribution Switchgear Care Group acknowledges Frik Schoeman for authoring and compiling the requirements herein adopted for use by the Cluster. Furthermore, all who authored and contributed to the previous versions of this document i.e. made input on this document from its first draft version.

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Appendix A – Guideline on General Scope of Work for Procuring SF6

In the procurement of SF6 for use in high voltage equipment the following is recommended for inclusion as part of the scope and terms and conditions of the purchase or contract.

A.1 SAP DETAILS FOR SCOPE OF WORK

The following list of material or services is recommended for inclusion in the procurement of SF6. This includes the SF₆, the rental of the associated cylinder and other charges. In the below example 50kgs of SF6 was used, however in the procurement process for a different size the appropriate SAP/ERP number and material short description should be used.

Item	SAP/ ERP Number	Material/Service SAP Short Format Description
01	0586736	GAS:SF6;99.9 PCT;CYL 50 KG
02	3000034075	RENT CYL:GAS SF6;50 KG;STEEL;MONTHLY
03	0559209	CLAIM KILOMETERS
04	0566235	DELIVERY SURCHARGE

A.2 SPECIAL ADDITIONAL NEC CLAUSES

The following additional terms and conditions are recommended for inclusion in the contract or purchase agreement and should be tailored to the specific scope of work:

- a. The Supplier shall ensure that cylinder rentals are billed and invoiced timeously at the end of each month. Eskom will not take responsibility for outstanding rental fees which have not been invoiced timeously.
- b. The Supplier shall only collect cylinders during working hours on business days namely Monday to Friday between 08:30 and 15:30.
- c. The Supplier shall ensure that at the end of this contract, all cylinders are collected. Eskom will not be responsible for payment of any rental fees post the end date of this contract.
- d. The Supplier shall ensure that on delivery of the SF6 gas, each 50kg cylinder is accompanied by its gas purity certificate, a hydrostatic testing (hydraulic burst test) certificate and has a legible hydrostatic test date stamped thereon as stipulated in specification 559-344083080. SF6 gas cylinders not meeting these requirements will be rejected by Eskom. Furthermore, Eskom will not incur or be responsible any costs associated with the delivery of SF6 or SF6 gas cylinders which do not conform to any part of specification 559-344083080.

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