



NEC3 Supply Contract (SC3)

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

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

for **The Supply and Delivery of Chemicals to various
Peaking Power Stations on an “as and when required
basis” for a period of 5 years**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & *CONTRACT DATA*

Contents:	Pages
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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	

C1.1 Form of Offer & Acceptance

Offer

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

The Supply and Delivery of Chemicals to various Peaking Power Stations on an “as and when required basis” for a period of 5 years

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 <i>Contract Data</i> , (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: <i>Goods</i> 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***

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

	For the <i>Tenderer</i>	For the <i>Purchaser</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Ltd, 15 Pasita Street, Rosenpark, Durbanville, 7550
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X17: Low performance damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is	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.	
	Fax No.	
10.1	The <i>Supply Manager</i> is	Wesley David Martin
	Address	15 Pasita Street, Rosenpark, Durbanville, 7550
	Tel	021 941 5739
	Fax	N/A
	e-mail	MartinWD@eskom.co.za
11.2(13)	The <i>Goods</i> are	the chemicals and related consumable products ordered by the <i>Purchaser</i> from time to time under this contract, as described in the Supply Requirements (Annexure A) and the item catalogue forming part of the Scope of Work
11.2(13)	The <i>Services</i> are	the transportation, delivery, off-loading, and associated logistics <i>Services</i> required to supply the <i>Goods</i> to the <i>Purchaser</i> at the Delivery Places stated in this contract

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

11.2(14)	The following matters will be included in the <i>Risk Register</i>	<ul style="list-style-type: none"> • Late delivery of the <i>Goods</i>; • Supply of <i>Goods</i> not in accordance with the Specifications; • Disruption in the manufacture or supply chain of critical chemicals; • Transportation incidents, spills or contamination involving the <i>Goods</i>; • Non-compliance with health, safety or environmental legislation relating to hazardous substances; • Failure to meet shelf-life requirements or deterioration of the <i>Goods</i> due to improper storage, handling or transportation; • Emergency supply constraints affecting peaking power station operations.
11.2(15)	The <i>Goods</i> 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 <i>Goods</i> Information is in	Annexure A to this <i>Contract Data</i>
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	5 working days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this <i>Contract Data</i> .
3	Time	
30.1	The <i>starting date</i> is.	the Contract Date.
30.1	The <i>Delivery Date</i> of the <i>Goods</i> and <i>Services</i> is:	<p>For each <i>Purchase Order</i> issued under this contract, the <i>Delivery Date</i> is the date stated in that <i>Purchase Order</i>.</p> <p>Each <i>Purchase Order</i> issued in terms of this contract forms part of this contract for the purposes of clause 30 and the assessment of delay damages.</p>
30.2	The <i>Supplier</i> does not bring the <i>Goods</i> to the Delivery Place more than one week before the <i>Delivery Date</i> .	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	N/A
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	N/A
4	Testing and defects	
42	The <i>defects date</i> is	52 weeks after the <i>Delivery Date</i> of each batch of <i>Goods</i> delivered under this contract

43.2	The <i>defect correction period</i> is	is two (2) weeks after the Supplier is notified of the Defect, or such other period as the Parties may agree
	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	7 Days or as agreed by the parties
	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	upon Delivery of the Goods under each Purchase Order . Delivery is deemed to have occurred only once the Goods comply with the Specifications and are accepted in accordance with the Goods Information
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	As per the Eskom Payment terms applicable to vendor registration
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	<ol style="list-style-type: none"> 1. Inability to take delivery of the <i>Goods</i> due to site access restrictions, shutdowns, or safety stoppages at <i>Purchaser's</i> facilities; 2. Delays or losses arising from changes in law, regulatory action, or governmental restrictions affecting the importation, transportation or use of chemicals; 3. National emergencies, energy security measures or force majeure events affecting the operation of <i>Purchaser's</i> power stations; 4. Loss of or damage to the <i>Goods</i> after Delivery at the Delivery Place.
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	An amount equal to the total of the Prices
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	to the greater of: (a) three (3) times the value of the <i>Purchase Order</i> giving rise to the event; or (b) R100 million, whichever is the lower
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:	An amount equal to the total of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	An amount equal to the total of the Prices
88.5	The <i>end of liability date</i> is	three (3) years after the <i>Delivery Date</i> of the relevant <i>Goods</i> under each <i>Purchase Order</i>
9	Termination and dispute resolution	As guided under termination clause on the NEC contract. Breach of contract and depletion of funds.
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	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
10	Data for Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Base date for escalation will be the month prior to the tender closing date. The price will be fixed for the first 12 months thereafter CPA will apply annually
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by
		0.15 Non-adjustable
		1.00
X2	Changes in the law	
X2.1	Not used	
X7	Delay damages	
X7.1	Delay damages for Delivery are	If the <i>Supplier</i> does not achieve the <i>Delivery Date</i> stated in a <i>Purchase Order</i> , the <i>Supplier</i> pays delay damages at the rate stated in the <i>Contract Data</i> for each day that delivery is late in respect of that <i>Purchase Order</i>
X17	Low performance damages	
X17.1	The amounts for low performance damages are:	If the <i>Supplier</i> fails to achieve the performance standards stated in the Scope in respect of any <i>Purchase Order</i> , the <i>Supplier</i> pays low performance damages at the rate stated in the <i>Contract Data</i> in respect of that <i>Purchase Order</i>

Z **The *additional conditions of contract***
are **Z1 to Z15**

Z1 Session 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 Purchaser's limitation of liability

- Z8.1 The *Purchaser's* liability to the *Supplier* for indirect or consequential loss is limited to an amount equal to the total of the Prices
- Z8.2 The *Purchaser's* liability under the indemnity in clause 83.1 is subject to the limits of liability stated in clause 88.

Z9 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z10.1 If the amount due for the *Supplier's* payment of delay damages in respect of any *Purchase Order* reaches the limit stated in the *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

Z11 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 <i>Supplier</i> 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.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z11.2 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.

Z11.3 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.

Z11.4 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.

Z12 Insurance

Z 12.1 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 12.2 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

Z13 Intellectual Property – Eskom owning Intellectual Property

"Intellectual Property" means (a) patents, trade marks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

"Background Intellectual Property" means any and all Intellectual Property rights that are not Foreground Intellectual Property, and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the *Goods* but required for the purposes of the *Goods*.

"Foreground Intellectual Property" means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *Goods* and rights which are developed substantially as a result of the *Goods*. Any *Goods* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Purchaser's* proprietary information generated from the use of the *Supplier's* Background Intellectual Property.

Z13.1 The *Supplier* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Supplier* as part of the *Goods* in information or material it uses in carrying out the *Goods*.

Z13.2 All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Supplier* or on behalf of the *Supplier*, for the purposes of and in support of the execution of the *Goods*, *Purchaser's* IP vest with the *Purchaser*.

Z13.3 Any data or any other information relating to *Purchaser's* proprietary information generated from the use of the *Supplier's* Background Intellectual Property, the copyright therein shall be owned by the *Purchaser*.

Z13.4 The *Supplier* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the

Goods vests in the *Purchaser* and that the *Supplier* has no claim of any nature in and to the Foreground Intellectual Property.

- Z13.5** The *Supplier* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Purchaser* is reflected as the owner of the Foreground Intellectual Property.
- Z13.6** The *Supplier* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Purchaser* before/on the [completion date / defect state].
- Z13.7** The *Supplier* procures that each Sub - *Supplier* executes all and any *Goods*, and takes all and any other actions as may be required, in order to give effect to this Agreement.
- Z13.8** The *Purchaser* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Purchaser* including all documents and requirements provided prior to or during the execution of the *Goods*. The *Supplier* does not, without the written consent, of the *Purchaser*, copy, use or issue to a third party any of the *Purchaser's* Background Intellectual Property documents and requirements except for the purposes of executing the *Goods*.
- Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Purchaser's* Background Intellectual Property and IP documents and requirements at all, in respect of the *Purchaser*, or the Background Intellectual Property, in respect of the *Supplier*.
- Z13.10** **Third Party Claims:**
- Z13.10.1** In the event of any claims being made or actions brought against the *Purchaser*, on the ground that the *Supplier* infringed any patent, trade mark or copyright, the *Supplier* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Purchaser* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Purchaser* will not bear any financial burden or losses.
- Z13.10.2** Save where the *Supplier* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Purchaser* does not make any admission which might be prejudicial to the *Supplier's* position. The *Purchaser*, at the request and the cost of the *Supplier* affords it all reasonable technical assistance that the *Purchaser* is able to provide for the purpose of contesting any such claim or action.
- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Supplier*, at its own expense and in consultation with the *Purchaser*, either:
- procures for *Purchaser* the right to continue to use the affected item or design, or
 - replaces the said affected item or design with a non-infringing item, or
 - provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.
- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Supplier* with respect to claims relating to infringement.
- Z13.10.5** Where it is alleged that the *Purchaser* has committed an infringement as intended vis-à-vis the *Supplier* as set out in the third party intellectual property infringement clause, the *Purchaser* has the same rights and obligations as the *Supplier*, mutatis mutandis, as regards such alleged infringement.
- Z13.10.6** The *Supplier* herewith indemnifies the *Purchaser* and undertakes to keep the *Purchaser* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Purchaser* arising from the infringement of any third party intellectual property rights.

Z14 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.

Z14.1 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.

Z14.2 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.

Z14.3 The *Purchaser* manages asbestos and ACM according to the Standard.

- Z14.4 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.
- Z14.5 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.
- Z14.6 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.
- Z14.7 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.

Z15 Price Review Mechanism

- Z15.1 Prices are fixed for the first twelve (12) months of the contract.
- Z15.2 Thereafter, the *Purchaser* may, at its sole discretion, consider annual price adjustments based on substantiated changes in input costs and market benchmarking
- Z15.3 No price adjustment applies unless expressly approved in writing by the *Purchaser*

Annexure A: Supply Requirements

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

The *Supplier* supplies the *Goods* in accordance with INCOTERMS 2020³ as follows:

Group	Category	Term	Delivery Place
D	arrival	DAP	At various Peaking Power Stations

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 <i>Goods</i> in conformity with contract	B1	Payment of the price
A2	Obtain export licences and carry out export formalities	B2	Obtain import licences and carry out import 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 <i>Goods</i>
A10	Other obligations	B10	Other obligations

For the avoidance of doubt, under Incoterms® 2020 DAP, the Supplier is responsible for all export licences, authorisations and formalities, and the Purchaser is responsible for all import licences, authorisations and formalities.

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

³ International Chamber of Commerce (ICC), Incoterms 2020, Paris

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	The <i>Supplier</i> manufactures, stores, handles and packages the <i>Goods</i> in accordance with applicable safety, environmental and quality standards, including all requirements for hazardous substances.	
2. The requirements for transport are	The <i>Supplier</i> transports the <i>Goods</i> to the Delivery Place in accordance with Incoterms® 2020 DAP, including compliance with all applicable transport and safety regulations.	
3. The delivery place is	At various Eskom Peaking Power Stations, as stated in each <i>Purchase Order</i> .	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Supplier</i>
	Arrange access to delivery place	<i>Purchaser</i>
	Loading the <i>Goods</i>	<i>Supplier</i>
	Unloading the <i>Goods</i>	<i>Purchaser</i>
For international procurement	Undertake export requirements	<i>Supplier</i>
	Undertake import requirements	<i>Purchaser</i>
5. Information to be provided by the <i>Supplier</i>	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	
	Where applicable, copies of import documentation provided to the <i>Purchaser</i> by the <i>Purchaser's</i> clearing agent for record purposes.	
	Where applicable, copies of customs documentation relating to importation, provided to the <i>Purchaser</i> by the <i>Purchaser's</i> clearing agent.	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering *Supplier*:

1. Please read both the NEC3 Supply Contract (SC3)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 <i>Goods</i> 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 <i>Risk Register</i>					
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><tr><th><i>Goods and Services</i></th><th><i>Delivery Date</i></th></tr><tr><td>1 Various types of Chemicals</td><td>Stated in every <i>Purchase Order</i></td></tr></table>	<i>Goods and Services</i>	<i>Delivery Date</i>	1 Various types of Chemicals	Stated in every <i>Purchase Order</i>
<i>Goods and Services</i>	<i>Delivery Date</i>					
1 Various types of Chemicals	Stated in every <i>Purchase Order</i>					
31.1	The programme identified in the <i>Contract Data</i> is contained in:	As per the <i>Purchase Order</i>				
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%				

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

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	Pages
C2.1	Pricing assumptions	24 - 25
C2.2	The <i>Price Schedule</i>	26 - 29

C2.1 Pricing assumptions

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 <i>Price Schedule</i> . Where a quantity is stated for an item in the <i>Price Schedule</i> , the Price is calculated by multiplying the quantity by the rate.
		(12) The <i>Price Schedule</i> 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 <i>Price Schedule</i> which the <i>Supplier</i> has completed, where a quantity is stated for an item in the <i>Price Schedule</i>, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

Function of the *Price Schedule*

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

Preparing the *Price Schedule*

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* under each *Purchase Order*.

- There is no adjustment to lump sum prices in the *Price Schedule* if the amount or quantity of *Goods* stated in a *Purchase Order* later turns out to be different from that estimated at tender stage, except as a result of a compensation event under clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *Price Schedule*

Entries in the first four columns in the *Price Schedule* in section C2.2 are made either by the *Purchaser* or the tendering *Supplier*.

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

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

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

1. The total of the Prices is deemed to be fully inclusive of everything necessary for the Supplier to provide the Goods in accordance with the contract, including but not limited to:
 - a) Manufacture and procurement,
 - b) Packaging and protection,
 - c) Documentation and certification,
 - d) Testing, inspection and acceptance,
 - e) Compliance with all applicable SHEQ requirements, including the PPE
2. Tenderers must complete all rates and prices.
3. Where any listed product is obsolete or no longer manufactured, the tenderer shall clearly indicate such item as "OBSOLETE" in the *Price Schedule* and may, for that item only, propose an alternative product, supported by a manufacturer's data sheet demonstrating compliance with the *Purchaser's* specification and applicable Eskom, SANS and IEC requirements. Alternatives will be considered solely for technical compliance, and only compliant alternatives will be evaluated for price to ensure like-for-like tender comparison.
4. Failure by a tenderer to complete the Price Schedule in full may result in the Tender being declared non-responsive.

Item	Short Text	Material	UoM	Qty	Plant	Rate	Price
10	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Ingula PS		
20	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Palmiet PS		
30	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Drakensberg PS		
40	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Gourikwa PS		
50	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Ankerlig PS		
60	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Gariep PS		
70	GEL:SILICA ORANGE;4 KG	0404230	KG	80	Vanderkloof PS		
80	CHEMICAL:HYDREX 4502;LIQD;25 KG;PLASTIC	0654879	KG	500	Gourikwa PS		
90	CHEMICAL:HYDREX 4203;LIQD;25 KG;PLASTIC	0654881	KG	500	Gourikwa PS		
100	CHEMICAL:HYDREX 4503;LIQD;25 KG;PLASTIC	0654880	KG	500	Gourikwa PS		
110	HERBICIDE:GRANULAR;WATER 100ML/10L	0666991	EA	500	Gourikwa PS		
120	RESIN:AMBERLITE IRN9882 H/OH;GRANULAR	0211507	L	1 000	Gourikwa PS		
130	CHEMICAL:HYDREX 9509;LIQD;25 L;PLASTIC	0765817	EA	1 000	Gourikwa PS		
140	CHEMICAL:HYDREX 4101;LIQD;25 L;PLASTIC	0766094	EA	1 000	Gourikwa PS		
150	CHEMICAL:HYDREX 4301;LIQD;25 L;PLASTIC	0765816	EA	1 000	Gourikwa PS		
160	ABSORBENT:CARBON MC110;ACTIVATED CARBON	0756717	EA	1 000	Gourikwa PS		
170	CLEANER:DEGREASER, BIODEGRADABLE	0242278	L	10 000	Gourikwa PS		

180	CHEMICAL:SIWASH W;LIQD;200 L;COLORLESS	0570103	L	10 000	Gourikwa PS		
190	RESIN:AMBERLITE IRN9882 H/OH;GRANULAR	0211507	L	1 000	Ankerlig PS		
200	RESIN:AMBERLITE;IRN 150;DRUM BLUE 50 L	0527731	L	4 000	Ankerlig PS		
210	CLEANER:ELECTRICAL CONTACT;AEROSOL	0692884	EA	200	Gourikwa PS		
220	SOLVENT:FO128;ELEC CLNR;LIQD;CLEAR;+80	0545017	L	10 000	Palmiet PS		
230	CHEMICAL:ACETYLACETONE;LI QD;5 L;PLASTC	0727135	EA	1 000	Palmiet PS		
240	ADHESIVE:LOCTITE 542;RED LIQUID	0729609	EA	100	Palmiet PS		
250	ADHESIVE:LOCTITE 2701;GREEN LIQUID	0729612	EA	100	Palmiet PS		
260	ADHESIVE:LOCTITE 572;OFF WHITE PASTE	0729613	EA	100	Palmiet PS		
270	ADHESIVE:LOCTITE 561;19G;WHITE;NSF	0729608	EA	100	Palmiet PS		
280	ADHESIVE:VOLTATEX 5131 HARDENER;HARDNER	0749175	EA	100	Palmiet PS		
290	ADHESIVE:3100 ;5 KG;LIQUID (THICK)	0749174	EA	100	Palmiet PS		
300	ADHESIVE:H330 ;1 KG;LIQUID (THICK)	0749187	EA	100	Palmiet PS		
310	ADHESIVE:LOCTITE 243 THREADLOCKER;50 ML	0729614	EA	100	Palmiet PS		
320	ADHESIVE:LOCTITE 577;YELLOW PASTE	0729610	EA	100	Palmiet PS		
330	ADHESIVE:LOCTITE 431;20G	0729611	EA	100	Palmiet PS		
340	ADHESIVE:LOCTITE 542;RED LIQUID	0729609	EA	100	Palmiet PS		
350	ADHESIVE:H330 ;1 KG;LIQUID (THICK)	0749187	EA	100	Palmiet PS		
360	TRFR:OIL FILLED;1520 A;0.28/22 KV;1000	0732388	EA	100	Palmiet PS		
370	OIL INDSTRL:20 L;195;AIR COMPRESSOR	0753437	L	500	Palmiet PS		
380	TRFR:OIL FILLED;760 A;0.38/13.2 KV;500	0732389	EA	100	Palmiet PS		
390	GREASE INDSTRL:BEARING GREASE;-35 to 140	0759867	KG	360	Palmiet PS		
400	GREASE INDSTRL:TUBE;ALVANIA R2	0161348	EA	50	Palmiet PS		
410	ADDITIVE COOLNT:HD ULTRA ELC 50/50	0256978	L	500	Palmiet PS		
420	CLEANER HND:LIQUID SOAP;1 L	0687571	EA	20	Ingula PS		
430	RESIN:EPOXY;LIQD;1 LITRE BOTTLE	0765976	EA	16	Ingula PS		
440	ADHESIVE:HARDNER HY840;CAN 1 KG;LIQD	0670841	EA	18	Ingula PS		
450	LUBRICANT:SPANJAARD 1010;GREASE	0550689	EA	40	Ingula PS		
460	COMPOUND SEALG:ADHESIVE;CLEAR;SILIC ONE	0665089	EA	20	Ingula PS		
470	CHEMICAL:ACETONE;LIQD;20 L;PLASTIC	0765467	EA	80	Ingula PS		

480	CLEANER:DEGREASER, BIODEGRADABLE	0242278	L	10	Ingula PS		
490	SOLVENT:F0128;ELEC CLNR;DRUM 5 L;LIQD	0648338	L	80	Ingula PS		
500	THINNER:THINNERS;5 L	0174268	L	1 000	Gourikwa PS		
510	LUBRICANT:PENETRATING;150 G	0161653	EA	400	Ankerlig PS		
520	DEGREASER:BIO-D EXTRA;5 L;DRUM PLASTIC	0648339	EA	400	Ankerlig PS		
530	SOLVENT:CLEANER ELECTRICAL;5 L	0224922	L	10 000	Ankerlig PS		
540	INHIBITOR:RUST AND CORROSION	0221097	EA	2 000	Ankerlig PS		
550	ADHESIVE:PVC PENTA WELD;CAN 500 ML	0599186	EA	200	Ankerlig PS		
560	COMPOUND:COPPER;CAN 500 G;PASTE;ISO 9001	0160167	EA	400	Ankerlig PS		
570	DYE MRKNG BLUE:LAYOUT INK SPRAY	0256838	EA	400	Ankerlig PS		
580	CHEMICAL:RUST REMOVER;20 L;DRUM	0157601	L	3 000	Ankerlig PS		
590	SEALANT:SILICON;TUBE 280 ML;CLEAR;K86	0646258	EA	300	Ankerlig PS		
600	SEALANT:SIKAFLEX ELASTIC JOINT;600 ML	0737834	EA	300	Ankerlig PS		
610	SOLVENT:ELECTRICAL;DRUM 25 L;DEGREASER	0679938	EA	8 000	Ankerlig PS		
620	CLEANER:DEGREASER, BIODEGRADABLE	0687430	EA	10 000	Ankerlig PS		
630	COMPOUND CLNG:NUEVA MODO C-EL99-10;LIQD	0714900	EA	400	Ankerlig PS		
640	OIL AUTOMTV:ENGINE;SAE 20W50;CF/SF	0640076	EA	4 000	Ankerlig PS		
650	OIL INDSTRL:DRUM 210 L;218 DEG C;AMBER	0161520	L	2 000	Ankerlig PS		
660	OIL GEAR:MOBILGEAR 600 XP 320;VG320;20 L	0765823	EA	2 000	Ankerlig PS		
670	CUTTING FLUID:SOLUBLE OIL	0161194	L	200	Ankerlig PS		
680	ADHESIVE:HARDNER HY840;CAN 1 KG;LIQD	0670841	EA	200	Ankerlig PS		
690	GAS:SMOKE DETECTOR;CAN 250 G;8	0040820	EA	400	Ankerlig PS		
700	CLEANER:CONTACT;AEROSOL COMPOUND	0157568	EA	400	Ankerlig PS		
710	THINNER:THINNERS;CAN 1 L	0593642	L	1 000	Ankerlig PS		
720	POLISH FURNT;CAN;500 ML	0160015	EA	1 000	Ankerlig PS		
730	COMPOUND:CUTTING;CAN 500 G;PASTE	0161479	EA	200	Ankerlig PS		
740	CHEMICAL:ACETONE AR;LIQD;2.5 L;PLASTIC	0727136	EA	1 000	Ankerlig PS		
750	CHEMICAL:RUST CONVERTER;LIQD;5 L;DRUM	0160139	L	1 000	Ankerlig PS		
760	LUBRICANT:NICKEL ANTI- SEIZE;453.6 GRAMS	0760528	EA	400	Ankerlig PS		
770	ADHESIVE:O-RING GLUE 406;20 GRAM	0766194	EA	400	Ankerlig PS		
780	COMPOUND SEALG:HYLOMAR;BLUE;100 G	0541124	EA	500	Ankerlig PS		

790	SEALANT:GASKET MAKER;TUBE;SILICON;RED	0597292	EA	500	Ankerlig PS		
800	CHEMICAL:HYDREX 4503;LIQD;25 KG;PLASTIC	0654880	KG	1 000	Ankerlig PS		
810	CHEMICAL:HYDREX 4101;LIQD;25 L;PLASTIC	0766094	EA	1 000	Ankerlig PS		
820	CHEMICAL:HYDREX 4203;LIQD;25 KG;PLASTIC	0654881	KG	1 000	Ankerlig PS		
830	CHEMICAL:HYDREX 4301;LIQD;25 L;PLASTC	0765816	EA	1 000	Ankerlig PS		
840	CHEMICAL:HYDREX 4502;LIQD;25 KG;PLASTIC	0654879	KG	1 000	Ankerlig PS		
850	CHEMICAL:HYDREX 9509;LIQD;25 L;PLASTIC	0765817	EA	1 000	Ankerlig PS		
860	CLEANER HND:PASTE WITH GRIT;TUB 2 L	0711906	EA	2 000	Ankerlig PS		
870	SOAP:CAR SHAMPOO	0515827	EA	2 000	Ankerlig PS		
880	BREATHESILICA GEL, UNIT;POLYCARBONATE	0709708	EA	4 000	Ankerlig PS		
890	PAINT:PRIMER;OXIDE- RED;BASE;20 L	0718965	EA	2 000	Ankerlig PS		
900	RESIN:AMBERLITE IRN9882 H/OH;GRANULAR	0211507	L	3 000	Ankerlig PS		
910	RESIN:AMBERLITE;IRN 150;DRUM BLUE 50 L	0527731	L	3 000	Ankerlig PS		
920	CHEMICAL:SIWASH W;LIQD;200 L;COLORLESS	0570103	L	10 000	Ankerlig PS		
930	ABSORBENT:CARBON MC110;ACTIVATED CARBON	0756717	EA	5 000	Ankerlig PS		
940	HERBICIDE:GRANULAR;WATER 100ML/10L	0666991	EA	1 000	Ankerlig PS		
950	COMPOUND:NICKEL;TIN, 350ML;AEROSOL SPRAY	0766237	EA	30	Ingula PS		
960	COMPOUND SEALG:GASKET/JOINT;TUBE 100 G	0160266	EA	30	Ingula Pump Storage		
970	LUBRICANT:PENETRATING Q20;AEROSOL;300 G	0648800	EA	20	Ingula PS		
980	SOLVENT:ACETONE;CAN 5 L;COMMERCIAL;-20	0547121	L	150	Ingula PS		
990	ADHESIVE:SUPERGLUE;BOTTLE 20 G;LIQD	0160278	EA	50	Ingula PS		
1000	ADHESIVE:THREADLOCKER LOCTITE 243	0648801	EA	50	Ingula PS		
1010	CREAM:PETROLEUM JELLY WHITE;CAN;500 G	0550730	EA	30	Ingula PS		
1020	SOLVENT:CLEANING;PLASTIC CONTAINER, 1L	0756858	EA	100	Ingula PS		
1030	ADHESIVE:CONTACT;5 L	0256859	EA	50	Ingula PS		
1040	COMPOUND:ANTI SEIZURE;CAN 500 G	0638236	EA	40	Ingula PS		
1110	LUBRICANT:SPANJAARD 1010;GREASE	0550689	EA	40	Gourikwa Gas Turbine		
1120	SOLVENT:CLEANER ELECTRICAL;5 L	0224922	L	10 000	Gourikwa Gas Turbine		
1130	INHIBITOR:RUST AND CORROSION	0221097	EA	2 000	Gourikwa Gas Turbine		
1140	ADHESIVE:PVC PENTA WELD;CAN 500 ML	0599186	EA	200	Gourikwa Gas Turbine		

1150	COMPOUND:COPPER;CAN 500 G;PASTE;ISO 9001	0160167	EA	400	Gourikwa Gas Turbine		
1160	DYE MRKNG BLUE:LAYOUT INK SPRAY	0256838	EA	400	Gourikwa Gas Turbine		
1170	CHEMICAL:RUST REMOVER;20 L;DRUM	0157601	L	3 000	Gourikwa Gas Turbine		
1180	SEALANT:SILICON;TUBE 280 ML;CLEAR;K86	0646258	EA	300	Gourikwa Gas Turbine		
1190	SEALANT:SIKAFLEX ELASTIC JOINT;600 ML	0737834	EA	300	Gourikwa Gas Turbine		
1200	SOLVENT:ELECTRICAL;DRUM 25 L;DEGREASER	0679938	EA	8 000	Gourikwa Gas Turbine		
1210	CHEMICAL:RUST REMOVER;20 L;DRUM	0157601	L	3 000	Gourikwa Gas Turbine		
1220	SEALANT:SILICON;TUBE 280 ML;CLEAR;K86	0646258	EA	300	Gourikwa Gas Turbine		
1230	SEALANT:SIKAFLEX ELASTIC JOINT;600 ML	0737834	EA	300	Gourikwa Gas Turbine		
1240	SOLVENT:ELECTRICAL;DRUM 25 L;DEGREASER	0679938	EA	8 000	Gourikwa Gas Turbine		
1250	OIL INDSTRL:DRUM 210 L;218 DEG C;AMBER	0161520	L	2 000	Gourikwa Gas Turbine		
1260	CUTTING FLUID:SOLUBLE OIL	0161194	L	200	Gourikwa Gas Turbine		
1270	ADHESIVE:HARDNER HY840;CAN 1 KG;LIQD	0670841	EA	200	Gourikwa Gas Turbine		
1280	CLEANER:CONTACT;AEROSOL COMPOUND	0157568	EA	400	Gourikwa Gas Turbine		
1290	COMPOUND:CUTTING;CAN 500 G;PASTE	0161479	EA	200	Gourikwa Gas Turbine		
1300	CHEMICAL:ACETONE AR;LIQD;2.5 L;PLASTIC	0727136	EA	1 000	Gourikwa Gas Turbine		
1310	CHEMICAL:RUST CONVERTER;LIQD;5 L;DRUM	0160139	L	1 000	Gourikwa Gas Turbine		
1320	LUBRICANT:NICKEL ANTI-SEIZE;453.6 GRAMS	0760528	EA	400	Gourikwa Gas Turbine		
1330	LUBRICANT:PENETRATING Q20;AEROSOL;300 G	0648800	EA	20	Gourikwa Gas Turbine		
1340	ADHESIVE:THREADLOCKER LOCTITE 243	0648801	EA	50	Gourikwa Gas Turbine		
1350	CREAM:PETROLEUM JELLY WHITE;CAN;500 G	0550730	EA	30	Gourikwa Gas Turbine		
1360	CHEMICAL:GLYCERIN;LIQD;2 L;BOTTLE	0157380	EA	100	Gourikwa Gas Turbine		
1370	SOLVENT:EMULSION DEGREASER;DRUM 25 L	0157675	L	1 250	Gourikwa Gas Turbine		
1380	LUBRICANT:SPANJAARD 1010;GREASE	0550689	EA	200	Gourikwa Gas Turbine		
1390	CLEANER:CONTACT;AEROSOL; CAN 400 G	0157609	EA	150	Gourikwa Gas Turbine		
1400	CLEANER:LIQD;25 L	0157559	L	1 250	Gourikwa Gas Turbine		
	Adhoc Supply of Chemicals (Unlisted Items): (Supply of Chemicals not listed in the price schedule, based on defined cost supported by		% fee		Various sites		

	invoices, plus the percentage (%) fee. Cost includes procurement, delivery, and handling as required and instructed by the <i>Purchaser</i>)						
	Transport and delivery to the site		R/km		various sites		

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	Pages
	This cover page	30
C3.1	<i>Purchaser's Goods</i> Information	31 - 43
	Total number of pages	

C3.1: *PURCHASER'S GOODS* INFORMATION

1. Overview and purpose of the Goods and Services

Different types of chemicals as described in the "**C2.2 the Price Schedule**" and "**Specification and description of the Goods**" are required at various Eskom Peaking Power Stations for maintenance purposes over a period of 5 years.

2. Specification and description of the Goods

The supply and delivery of the following chemicals are required in terms of this contract:

ERP Number	Short Format Description	Purchase Order Description
0593642	THINNER:THINNERS;CAN 1 L	THINNER: TYPE: THINNERS; CONTAINER: CAN 1 L; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
0160139	CHEMICAL:RUST CONVERTER;LIQD;5 L;DRUM	CHEMICAL: TYPE: RUST CONVERTER; FORM: LIQUID; CONTAINER CAPACITY: 5 L; CONTAINER: DRUM; SUPPL P/N: ACPRC; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT, MSDS TO BE SUPPLIED AS PART OF THE TENDER, NO SUBSTANCES AND/OR INGREDIENTS THAT FALL UNDER THE TABLE 1 CATEGORY OF THE HAZARDOUS SUBSTANCES WILL BE USED, ANY FALLING UNDER TABLE 3 OF THE SAME REGULATIONS SHALL NOT BE USED WITHOUT THE PRIOR PERMISSION OF THE MEDICAL CENTRE AND SAFETY RISK, SHALL BE BIODEGRADABLE, AND OZONE FRIENDLY, A COPY OF THE MSDS SHALL BE SENT TO THE MEDICAL CENTRE AND SAFETY RISK; RPT 5.2.93
0709708	BREATHHER:SILICA GEL, UNIT;POLYCARBONATE	BREATHHER: TYPE: SILICA GEL, UNIT; MATERIAL: POLYCARBONATE; WEIGHT: 7.62 KG; DIMENSIONS: DIA 250 X LG 670 MM; CONNECTION: FLANGE; SA200/4; OIL CAP 25200 LITRES; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).
0648339	DEGREASER:BIO-D EXTRA;5 L;DRUM PLASTIC	DEGREASER: TYPE: BIO-D EXTRA; CAPACITY: 5 L; CONTAINER: DRUM PLASTIC; <i>SUPPLIER</i> NOTE! MATERIAL SAFETY DATA SHEET REQUIRE WITH DELIVERY
0161653	LUBRICANT:PENETRATING;150 G	LUBRICANT: TYPE: PENETRATING; CONTAINER: 150 G; MODEL NO: Q20 AEROSOL SPRAY; REFERENCE NO: H6329
0404230	GEL:SILICA ORANGE;4 KG	GEL: TYPE: SILICA ORANGE; PACKAGE TYPE: BUCKET PLASTIC, AIRTIGHT; PACKAGE WEIGHT: 4 KG; GRANULAR; ENVIROGEL; MATERIAL SAFETY DATA SHEET (MSDS) SHALL ACCOMPANY ALL PURCHASES OF CHEMICALS OR PRODUCTS THAT CONTAIN CHEMICALS.

		NOTHING WILL BE ACCEPTED IF NOT SUPPLIED; (LOCALLY TERMED AS SILSORB)
0640076	OIL AUTOMTV:ENGINE;SAE 20W50;CF/SF	OIL, AUTOMOTIVE: TYPE: ENGINE; GRADE: SAE 20W50; CLASS: CF/SF; CONTAINER: DRUM 210 L; TRADE NAME: CASTROL GTX; TRUNNION BEARINGS SEAL SOAKING OIL; GRADE API SF/CF4
0732388	TRFR:OIL FILLED;1520 A;0.28/22 KV;1000	TRANSFORMER: TYPE: OIL FILLED; CURRENT: 1520 A; POTENTIAL: 0.28/22 KV; PHASE: 3 PHASE; APPARENT POWER: 1000 KVA; CONNECTION: DYN11; SPECIFICATION: 240-68973110; REFERENCE NO: 0.38/265; TAPPING RANGE 5 POSITION +/- 2,5 PER STEP, OFF LOAD TAPCHANGER, COOLING ONAN
0646258	SEALANT:SILICON;TUBE 280 ML;CLEAR;K86	SEALANT: TYPE: SILICON; CONTAINER: TUBE 280 ML; MATERIAL: ACETOXY-CURRING; COLOR: CLEAR; TEMPERATURE RATING: -40 TO 120 DEG C; APPLICATION: SEAL BATHROOM FITTINGS, BATHS, CARS, GLAZING, SANITARY WARE, SHOWERS, TOILET; REFERENCE NO: K86; MOULD RESISTANT; CURRING TIME APROXIMATELY 24 HOURS PER 2MM; SHELF LIFE 18 MONTHS WHEN SEALED AND STORED BELOWE 25 DEG C; 16 POINT MATERIAL SAFETY DATA SHEET TO BE SUPPLIED WITH EVERY DELIVERY
0648801	ADHESIVE:THREADLOCKER LOCTITE 243	ADHESIVE: TYPE: THREADLOCKER LOCTITE 243; CONTAINER: BOTTLE PLASTIC 250 ML; PHYSICAL FORM: LIQUID BLUE; SPECIFICATION: ISO 9001
0729609	ADHESIVE:LOCTITE 542;RED LIQUID	ADHESIVE: TYPE: LOCTITE 542; CONTAINER: 50ML PLASTIC BOTTLE; PHYSICAL FORM: RED LIQUID; MATERIAL: ANAEROBIC; OPERATING TEMPERATURE -55C TO 150C
0161520	OIL INDSTRL:DRUM 210 L;218 DEG C;AMBER	OIL, INDUSTRIAL: CONTAINER: DRUM 210 L; FLASH POINT: 218 DEG C; TYPE: HYDRAULIC; TRADE NAME: ENGEN TQH; VISCOSITY RATING: 46 MM2/S AT 40 DEG C; DENSITY: 0.872 KG/L AT 15 DEG C; COLOR: AMBER; CLASS: OHC-46; GRADE: ISO VG46; SPECIFICATION: ESKOM GGSS 0867; MANUF P/N: TQH 20/46; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION I N THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT
0714900	COMPOUND CLNG:NUEVA MODO C-EL99-10;LIQD	COMPOUND, CLEANING: TYPE: ELECTRICAL COMPONENTS CLEANING; BRAND NAME: NUEVA MODO C-EL99-10; PHYSICAL FORM: LIQUID; COMPOSITION: HIGH BOILING POINT ALKANE MIXTURE PROPYLENE GLYCOL MONOMETHYL ETHER; CONTAINER TYPE: BOTTLE; CONTAINER CAPACITY: 20 L; REFERENCE NO: C-EL99-10
0654880	CHEMICAL:HYDREX 4503;LIQD;25 KG;PLASTIC	CHEMICAL: TYPE: HYDREX 4503; FORM: LIQUID; CONTAINER CAPACITY: 25 KG; CONTAINER: PLASTIC; COMPOSITION: ORGANIC ACID SOLUTION; COLOR: CLEAR; MSDS NUMBER: VWSE-SPF-HS 4503
0550689	LUBRICANT:SPANJAARD 1010;GREASE	LUBRICANT: TYPE: SPANJAARD 1010; FORM: GREASE; CONTAINER: TIN 500 G; BASE

		MATERIAL: TRANSLUCENT; SPECIFICATION: SABS ISO9001; NOTE: MATERIAL SAFETY DATA SHEET REQUIRE WITH DELIVERY; FOR LUBRICATING ELECTRICAL CONTACTS, PREVENTS TRACKING & SHORTING OUT, ELIMINATE ARCING, SOFTENS & LOOSENS OXIDE FILMS, NOT HARMFUL TO PLASTICS & RUBBER, PROTECTS METAL PARTS AGAINST CORROSION.
0541124	COMPOUND SEALG:HYLOMAR;BLUE;100 G	COMPOUND, SEALING: TYPE: HYLOMAR; COLOR: BLUE; CONTAINER: 100 G; MATERIAL: RUBBER SI; NOTE: MATERIAL SAFETY DATA SHEET REQUIRE WITH DELIVERY
0670841	ADHESIVE:HARDNER HY840;CAN 1 KG;LIQD	ADHESIVE: TYPE: HARDNER HY840; CONTAINER: CAN 1 KG; PHYSICAL FORM: LIQUID; SPECIFICATION: CLAS-A; MATERIAL: ARLDITE
0687571	CLEANER HND:LIQUID SOAP;1 L	CLEANER, HAND: TYPE: LIQUID SOAP; CONTAINER: 1 L; TRADE NAME: TORK MILD FOAM; (IT IS NON-REFILLABLE, AVAILABLE IN 1LITRES), 1 LITRE PLASTIC BOTTLE (92 X 240MM), THE COSMETIC SOAPS COMMERCIALIZED ARE MANUFACTURED IN ACCORDANCE WITH GOOD MANUFACTURING PRACTICES (GMPS), THE PRODUCT HAS BEEN ASSESSED FOR SAFETY ACCORDING TO ARTICLE 10 OF THE COSMETICS REGULATION (EC) NO.1223/2009 AND ARE CONSIDERED AS SAFE FOR HUMAN HEALTH WHEN USED UNDER NORMAL OR REASONABLY FORESEEABLE CONDITIONS, NO SIGNIFICANT HAZARD TO HUMAN HEALTH OR THE ENVIRONMENT IS EXPECTED, THE SOAP COMPLIES WITH EU REGULATIONS ON ANIMAL TESTING, THE PRODUCT IS IN CONFORMITY WITH THE REACH REGULATION EC/1907/2006 AND ITS AMENDMENTS.ACCORDING TO THE ARTICLES 13 AND 16 OF REGULATION (EC) NO 1223/2009 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL ON COSMETIC PRODUCTS, THE PRODUCTS HAVE BEEN NOTIFIED WITH CPNP NOTIFICATION NO: 1540580
0727136	CHEMICAL:ACETONE AR;LIQD;2.5 L;PLASTIC	CHEMICAL: TYPE: ACETONE AR; FORM: LIQUID; CONTAINER CAPACITY: 2.5 L; CONTAINER: PLASTIC
0157568	CLEANER:CONTACT;AEROSOL COMPOUND	CLEANER: TYPE: CONTACT; FORM: AEROSOL COMPOUND; CONTAINER: CAN 454 G; REFERENCE NO: LECTRO-KLEEN; DELIVERY WILL NOT BE ACCEPTED IF HAZARDOUS CHEMICAL DATA SHEET IS NOT SUPPLIED WITH EVERY DELIVERY; MILLER AND STEPHENSON BRAND ONLY
0545017	SOLVENT:FO128;ELEC CLNR;LIQD;CLEAR;+80	SOLVENT: TYPE: ELECTRICAL CLEANER; CONTAINER: DRUM PLASTIC 20 L; PHYSICAL FORM: LIQUID; COLOR: CLEAR; FLASH POINT: +80 DEG C; TRADE NAME: FINE ORGANICS; OEM P/N: FO128; <i>SUPPLIER</i> NOTE ! MATERIAL SAFETY DATA SHEET REQUIRE WITH DELIVERY
0221097	INHIBITOR:RUST AND CORROSION	INHIBITOR: TYPE: RUST AND CORROSION; CONTAINER: TRIGGER SPRAY 454 ML; SUPPL P/N: 91002; <i>SUPPLIER</i> NOTE; THE ITEM WILL NOT

		BE ACCEPTED WITHOUT A MATERIAL SAFETY DATA SHEET
0161194	CUTTING FLUID:SOLUBLE OIL	CUTTING FLUID: LUBRICANT TYPE: SOLUBLE OIL; SUPPL P/N: ULTRACUT 370; REFERENCE NO: 370; CONTAINER 5 L PLASTIC CAN, SEMI SYNTHETIC CUTTING AND GRINDING, IN 5 LITRE CONTAINERS, FORM LIQUID
0160015	POLISH FURNT:CAN;500 ML	POLISH, FURNITURE: TYPE: WOOD STAIN, MEDIUM OAK VARNISH; CONTAINER: CAN; CAPACITY: 500 ML
0648800	LUBRICANT:PENETRATING Q20;AEROSOL;300 G	LUBRICANT: TYPE: PENETRATING Q20; FORM: AEROSOL; CONTAINER: 300 G; BASE MATERIAL: RUST INHIBITOR; SPECIFICATION: ISO 9001; MANUF P/N: 30022
0760528	LUBRICANT:NICKEL ANTI-SEIZE;453.6 GRAMS	LUBRICANT: TYPE: NICKEL ANTI-SEIZE; FORM: SILVER GREY CONTAINER; CONTAINER: 453.6 GRAMS; SUPPL P/N: 77164
0766237	COMPOUND:NICKEL;TIN, 350ML;AEROSOL SPRAY	COMPOUND: TYPE: NICKEL; CONTAINER: TIN, 350ML; PHYSICAL FORM: AEROSOL SPRAY; SPECIFICATION: ANTISEIZE; CHEMICAL LUBRICANT
0711906	CLEANER HND:PASTE WITH GRIT;TUB 2 L	CLEANER, HAND: TYPE: PASTE WITH GRIT; CONTAINER: TUB 2 L; TRADE NAME: REINOL
0729612	ADHESIVE:LOCTITE 2701;GREEN LIQUID	ADHESIVE: TYPE: LOCTITE 2701; CONTAINER: 50ML PLASTIC BOTTLE; PHYSICAL FORM: GREEN LIQUID; SPECIFICATION: DVGW, NSF, WRAS; MATERIAL: METHACRYLATE; VISCOSITY 500.0 - 900.0 MPA'S (CP), OPERATING TEMPERATURE -55C TO 150C BREAKAWAY TORQUE 38NM
0765817	CHEMICAL:HYDREX 9509;LIQD;25 L;PLASTIC	CHEMICAL: TYPE: HYDREX 9509; FORM: LIQUID; CONTAINER CAPACITY: 25 L; CONTAINER: PLASTIC; COMPOSITION: SODIUM HYDROXIDE SOLUTION, 8, PG II; SPECIFICATION: REQUIRED A MSDS WITH EVERY DELIVERY; SUPPL P/N: HYDREX 9509, VEOLIA
0599186	ADHESIVE:PVC PENTA WELD;CAN 500 ML	ADHESIVE: TYPE: PVC PENTA WELD; CONTAINER: CAN 500 ML; PHYSICAL FORM: LIQUID WHITE; PVC-U; PRESSURE RATING 0-16 BAR; TEMPERATURE -30 TO 60 DEGREE CEL; SABS 1655 APPROVED; SPECIAL CEMENT FOR RIGID PVC FITTINGS AND PIPES
0242278	CLEANER:DEGREASER, BIODEGRADABLE	CLEANER: TYPE: DEGREASER, BIODEGRADABLE; FORM: LIQUID WATER BASED; CONTAINER: CAN PLASTIC 25 L; REFERENCE NO: 8642; MATERIAL SAFETY DATA TO BE SUPPLIED UPON DELIVERY
0160167	COMPOUND:COPPER;CAN 500 G;PASTE;ISO 9001	COMPOUND: TYPE: COPPER; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE; CONCENTRATION: GREASE, METAL POWEREDS AND ADDITIVES; SPECIFICATION: ISO 9001; COPA SLIP BRAND, FINE COPPER FLAKES, CODE: 50-520-500
0597292	SEALANT:GASKET MAKER;TUBE;SILICON;RED	SEALANT: TYPE: GASKET MAKER; CONTAINER: TUBE; MATERIAL: SILICON; COLOR: RED; TEMPERATURE RATING: +300 DEG C; ACETOXY 100%
0515827	SOAP:CAR SHAMPOO	SOAP: TYPE: CAR SHAMPOO

0256978	ADDITIVE COOLNT:HD ULTRA ELC 50/50	ADDITIVE, COOLANT: TYPE: ANTI FREEZE, EMERGENCY DIESEL ENGINE; ACTIVE INGREDIENT: MONO-ETHYLENE-GLYCOL, PRE-DILUTED 50/50; REFERENCE NO: HD ULTRA ELC 50/50; CRACK APPROVED, CATEGORY 1; BOILING POINT AT 101.3 KPA:HIGHER THAN 129 DEG C; DENSITY AT 15 DEG C; FREEZING POINT 1120 DEG C:-37 DEG C; 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
0570103	CHEMICAL:SIWASH W;LIQD;200 L;COLORLESS	CHEMICAL: TYPE: SIWASH W; FORM: LIQUID; CONTAINER CAPACITY: 200 L; CONTAINER: DRUM PLASTIC; COMPOSITION: ISOTRIDECYLALCOHOL 15-30 PCT; COLOR: COLORLESS; CAS REGISTRY NUMBER: 9043-30-5; EINECS NUMBER: 203-961-6 XI; R36; MSDS NUMBER: 1907/2006/EC; ARTICLE 3
0654879	CHEMICAL:HYDREX 4502;LIQD;25 KG;PLASTIC	CHEMICAL: TYPE: HYDREX 4502; FORM: LIQUID; CONTAINER CAPACITY: 25 KG; CONTAINER: PLASTIC; COMPOSITION: ORGANIC ACID SOLUTION; COLOR: CLEAR; MSDS NUMBER: VWSE-SPF-HS 4502
0756858	SOLVENT:CLEANING;PLASTIC CONTAINER, 1L	SOLVENT: TYPE: CLEANING; CONTAINER: PLASTIC CONTAINER, 1L; PICKLING PASTE FOR THE CLEANING OF PLATED HEAT EXCHANGER PLATES
0665089	COMPOUND SEALG:ADHESIVE;CLEAR;SILICONE	COMPOUND, SEALING: TYPE: ADHESIVE; COLOR: CLEAR; CONTAINER: TUBE 280 ML; MATERIAL: SILICONE; BENEFIT AND FIXTURES: CLEAR GRADE NON YELLOWING; EXCELENT UV AND ABRASION RESISTANCE; LONG LASTING DURABLE BOND; LOW TEMPERATURE: - 50 DEG C; HIGH TEMPERATURE: 50 DEG C; WATERPROOF; VERSATILE; SUITABLE FOR EXTERNAL APPLICATIONS
0550730	CREAM:PETROLEUM JELLY WHITE;CAN;500 G	CREAM: TYPE: PETROLEUM JELLY WHITE; PACKAGE TYPE: CAN; PACKAGE WEIGHT: 500 G; NOTE: MATERIAL SAFETY DATA SHEET REQUIRE WITH EACH DELIVERY
0547121	SOLVENT:ACETONE;CAN 5 L;COMMERCIAL;-20	SOLVENT: TYPE: ACETONE; CONTAINER: CAN 5 L; GRADE: COMMERCIAL; PHYSICAL FORM: FLAMMABLE LIQUID; COLOR: COLORLESS; DENSITY: 0.79G/CM3; FLASH POINT: -20 DEG; NOTE: MATERIAL SAFETY DATE SHEET REQUIRE WITH DELIVERY
0224922	SOLVENT:CLEANER ELECTRICAL;5 L	SOLVENT: TYPE: CLEANER ELECTRICAL; CONTAINER: 5 L; SUPPL P/N: ESK F0655; ESKOMF0655; SAFETY; MATERIAL SAFETY DATA SHEET (MSDS) SHALL ACCOMPANY ALL PURCHASE OF CHEMICALS OR PRODUCTS THAT CONTAIN CHEMICALS. NOTHING WILL BE ACCEPTED IF NOT SUPPLIED
0753437	OIL INDSTRL:20 L;195;AIR COMPRESSOR	OIL, INDUSTRIAL: CONTAINER: 20 L; FLASH POINT: 195; TYPE: AIR COMPRESSOR; TRADE NAME: SHELL CORENA S2 P68; VISCOSITY RATING: 68 MM2/S AT 40 DEG C

0256838	DYE MRKNG BLUE:LAYOUT INK SPRAY	DYE, MARKING BLUE: TYPE: LAYOUT INK SPRAY; SPECIFICATION: DSG-317-094; Q3:NSF:NC:NEV; CRACK APPROVED; 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
0160278	ADHESIVE:SUPERGLUE;BOTTLE 20 G;LIQD	ADHESIVE: TYPE: SUPERGLUE; CONTAINER: BOTTLE 20 G; PHYSICAL FORM: LIQUID; SPECIFICATION: LOCTITE 401; MATERIAL: CYANOACRYLATE; SUPPL P/N: IS495; HYPERBOND E100; ALSO ACCEPT- BLE LOCTITE 401/2; RUBBER BONDING; MATERIAL SAFETY DATA SHEETS THAT COMPLIES WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT'S REGULATIONS TO BE SUPPLIED; NO SUBSTANCES AND/OR INGREDIENTS THAT FALL UNDER TABLE 1 CATAGORY WILL BE USED; ANY CHEMICAL FALLING UNDER TABLE 3 OF THE SAME REGULATIONS SHALL NOT BE USED; SHALL BE BIODEGRADABLE AND OZONE FRIENDLY; CHEMICALS TO BE SUPPLIED WITH MSDS AND SECTION 12 (ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL); COPY OF MSDS TO BE SENT TO MEDICAL CENTRE AND SAFETY RISK
0666991	HERBICIDE:GRANULAR;WATER 100ML/10L	HERBICIDE: FORM: GRANULAR; COMPOSITION: WATER 100ML/10L; USE: WEED CONTROL; CONTAINER: BAG 25 KG; TRADE NAME: BROMURON 100GR (25KG); KILO WSG 700(10KG)
0732389	TRFR:OIL FILLED;760 A;0.38/13.2 KV;500	TRANSFORMER: TYPE: OIL FILLED; CURRENT: 760 A; POTENTIAL: 0.38/13.2 KV; PHASE: 3 PHASE; APPARENT POWER: 500 KVA; CONNECTION: DYN11; SPECIFICATION: 240-68973110; REFERENCE NO: 0.38/1414 - 0.38/1415; TAPPING RANGE 5 POSITION +/- 2,5 PER STEP, COOLING ONAN
0687430	CLEANER:DEGREASER, BIODEGRADABLE	CLEANER: TYPE: DEGREASER, BIODEGRADABLE; FORM: LIQUID WATER BASED; CONTAINER: CAN PLASTIC 25 L; TRADE NAME: SOLVECRETE; MATERIAL SAFETY DATA TO BE SUPPLIED UPON DELIVERY
0766094	CHEMICAL:HYDREX 4101;LIQD;25 L;PLASTIC	CHEMICAL: TYPE: HYDREX 4101; FORM: LIQUID; CONTAINER CAPACITY: 25 L; CONTAINER: PLASTIC; SPECIFICATION: REQUIRED A MSDS WITH EVERY DELIVERY; SUPPL P/N: HYDREX 4101, VEOLIA
0160266	COMPOUND SEALG:GASKET/JOINT;TUBE 100 G	COMPOUND, SEALING: TYPE: GASKET/JOINT; COLOR: BLUE UNIVERSAL; CONTAINER: TUBE 100 G; MATERIAL: POLYESTER URETHANE; SUPPL P/N: PL32M; CLAUSE: 1: PLEASE ENSURE THAT SHELF LIFE HISTORY AND EXPIRY DATES ARE DISPLAYED, 2: ITEMS SUBJECTED TO SHELF LIFE WILL NOT BE ACCEPTED TO ESKOM IF MORE THAN 25 PCT OF THE SHELF LIFE HAS ALREADY EXPIRED PRIOR TO DELIVERY; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16

		POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT
0737834	SEALANT:SIKAFLEX ELASTIC JOINT;600 ML	SEALANT: TYPE: SIKAFLEX ELASTIC JOINT; CONTAINER: 600 ML; MATERIAL: POLYURETHANE; COLOR: GREY; TEMPERATURE RATING: +5 TO + 25; APPLICATION: SEALING OF EXPANSIONS; SETTING CONDITION: 23 DEGREES CELSIUS; SPECIFICATION: ETA-09/0272
0749187	ADHESIVE:H330 ;1 KG;LIQUID (THICK)	ADHESIVE: TYPE: CONDUCTIVE EPOXY CURING AGENT; CONTAINER: 1 KG; PHYSICAL FORM: LIQUID (THICK); OEM P/N: H330 ; H330 CONDUCTIVE PAINT - EPOXY CURING AGENT. SAFETY DATA AND TECHNICAL SHEETS TO BE SUPPLIED WITH PRODUCT.
0256859	ADHESIVE:CONTACT;5 L	ADHESIVE: TYPE: CONTACT; CONTAINER: 5 L; MANUF P/N: 847; SPECIFICATION: DSG-317-094; Q3:NSF:NC:NEV; REFERENCE NO: 1236; CRACK APPROVED CATEGORY 1; 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
0718965	PAINT:PRIMER;OXIDE-RED;BASE;20 L	PAINT: TYPE: PRIMER; COLOR: OXIDE-RED; FINISH: BASE; CONTAINER: 20 L; SPECIFICATION: STEELPRIMER PLASCON 20 LT PAINT
0765467	CHEMICAL:ACETONE;LIQD;20 L;PLASTIC	CHEMICAL: TYPE: ACETONE; FORM: LIQUID; CONTAINER CAPACITY: 20 L; CONTAINER: PLASTIC
0654881	CHEMICAL:HYDREX 4203;LIQD;25 KG;PLASTIC	CHEMICAL: TYPE: HYDREX 4203; FORM: LIQUID; CONTAINER CAPACITY: 25 KG; CONTAINER: PLASTIC; COMPOSITION: ORGANIC ACID SOLUTION; COLOR: CLEAR; MSDS NUMBER: VWSE-SPF-HS 4203
0211507	RESIN:AMBERLITE IRN9882 H/OH;GRANULAR	RESIN: TYPE: AMBERLITE IRN9882 H/OH; FORM: GRANULAR; CONTAINER: DRUM BLUE 50 L; INDUSTRIAL NUCLEAR GRADE; MATRIX POLYSTYRENE BULK DENSITY: 665-740 G/L; (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); OR ANY EQUIVALENT THAT IS ACCEPTABLE TO ESKOM
0749175	ADHESIVE:VOLTATEX 5131 HARDENER;HARDNER	ADHESIVE: TYPE: HARDNER; CONTAINER: 1 KG; PHYSICAL FORM: LIQUID (THICK); OEM P/N: VOLTATEX 5131 HARDENER; VOLTATEX 5131 HARDENER. SAFETY DATA AND TECHNICAL SHEETS TO BE SUBMITTED ALONG WITH PRODUCTS.
0729614	ADHESIVE:LOCTITE 243 THREADLOCKER;50 ML	ADHESIVE: TYPE: LOCTITE 243 THREADLOCKER; CONTAINER: 50 ML; PHYSICAL FORM: BLUE LIQUID; SPECIFICATION: DVGW, NSF; MATERIAL: THIXOTROPIC; T, 2150.0 MPA·S CP, YPE LOCTITE

		243, VISCOSITY, OPERATING TEMPERATURE -55 TO 150 DEG C.
0729611	ADHESIVE:LOCTITE 431;20G	ADHESIVE: TYPE: LOCTITE 431; CONTAINER: 20G; PHYSICAL FORM: TRANSPARANT LIQUID; MATERIAL: ETHYL BASED INSTANT ADHESIVE; OPERATING TEMPERATURE -40C TO 80C, FIXTURE TIME 5 - 10 SEC
0692884	CLEANER:ELECTRICAL CONTACT;AEROSOL	CLEANER: TYPE: ELECTRICAL CONTACT; FORM: AEROSOL; CONTAINER: CAN 400 ML
0749174	ADHESIVE:3100 ;5 KG;LIQUID (THICK)	ADHESIVE: TYPE: POLYURETHANE CASTING RESIN; CONTAINER: 5 KG; PHYSICAL FORM: LIQUID (THICK); SPECIFICATION: CLASS E - B (120 - 130 °C) POLYBROMINATED DIPHENYL ETHERS 2003/11/EU REACH DIRECTIVE 2006/121/EU; MATERIAL: POLYURETHANE CASTING RESIN; OEM P/N: 3100 ; VOLTACAST 3100 - PIGMENTED, FILLED AND COLD-CURING TWO-COMPONENT POLYURETHANE CASTING RESIN.SAFETY DATASHEETS AND TECHNICAL SPEC SHEETS TO BE DELIVERED ALONG WITH PRODUCT.
0765816	CHEMICAL:HYDREX 4301;LIQD;25 L;PLASTC	CHEMICAL: TYPE: HYDREX 4301; FORM: LIQUID; CONTAINER CAPACITY: 25 L; CONTAINER: PLASTC; SPECIFICATION: REQUIRED A MSDS WITH EVERY DELIVERY; SUPPL P/N: HYDREX 4301, VEOLIA
0040820	GAS:SMOKE DETECTOR;CAN 250 G;8	GAS: TYPE: SMOKE DETECTOR; PURITY: ISOBUTANE 58-66/BUTANE 0-2/PROPANE 34-42 PCT; CONTAINER: CAN 250 G; SUPPL P/N: A5Q00011687; SPECIFICATION: C.O.C; Q4:NSF:NC:NEV; REFERENCE NO: 8; FOR TESTING SMOKE DETECTOR, DIMEN:250ML CANNISTER; (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)
0759867	GREASE INDSTRL:BEARING GREASE;-35 to 140	GREASE, INDUSTRIAL: TYPE: BEARING GREASE; TEMPERATURE RATING: -35 to 140 DEG C; THICKENER: LITHIUM; VISCOSITY RATING: 95MM2/S @ 40 °C/104 °F; COLOR: BROWN; CONTAINER: 18KG; PHYSICAL FORM: GREASE; GRADE: 100-2 PD; TRADE NAME: TRIBOL GR 100-2 PD; SPECIFICATION: DIN 51502 KP 2 N-30; MANUF P/N: TRIBOL GR 100-2 PD
0756717	ABSORBENT:CARBON MC110;ACTIVATED CARBON	ABSORBENT: TYPE: CARBON MC110; FORM: ACTIVATED CARBON; CONTAINER CAPACITY: 25 KG; CONTAINER: PLASTIC BAG; COCONUT BASED GAC
0679938	SOLVENT:ELECTRICAL;DRUM 25 L;DEGREASER	SOLVENT: TYPE: ELECTRICAL; CONTAINER: DRUM 25 L; GRADE: DEGREASER; PHYSICAL FORM: LIQUID; COLOR: YELLOW/ORANGE; DENSITY: 0.79 - 080 G/CM3; FLASH POINT: 45 DEG C; TRADE NAME: SAF-EA004; SPECIFICATION: SABS ISO 11014-1; MSDS REQUIRED UPON DELIVERY

0157601	CHEMICAL:RUST REMOVER;20 L;DRUM	CHEMICAL: TYPE: RUST REMOVER; CONTAINER CAPACITY: 20 L; CONTAINER: DRUM; REFERENCE NO: 338; METAL CONDITIONER; NON FLAMMABLE; ACID BASE CLEANER; CHESTERTON BRAND ONLY ACCEPTABLE; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT
0648338	SOLVENT:F0128;ELEC CLNR;DRUM 5 L;LIQD	SOLVENT: TYPE: ELECTRICAL CLEANER; CONTAINER: DRUM 5 L; PHYSICAL FORM: LIQUID; COLOR: CLEAR; FLASH POINT: +80 DEG C; TRADE NAME: FINE ORGANICS; OEM P/N: F0128; MATERIAL SAFETY DATA SHEET REQUIRE WITH DELIVERY
0765976	RESIN:EPOXY;LIQD;1 LITRE BOTTLE	RESIN: TYPE: EPOXY; FORM: LIQUID; CONTAINER: 1 LITRE BOTTLE
0527731	RESIN:AMBERLITE;IRN 150;DRUM BLUE 50 L	RESIN: TYPE: AMBERLITE; FORM: IRN 150; CONTAINER: DRUM BLUE 50 L; (CRACK APPROVED - CATEGORY 1); (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); OR ANY EQUIVALENT THAT IS ACCEPTABLE TO ESKOM
0729610	ADHESIVE:LOCTITE 577;YELLOW PASTE	ADHESIVE: TYPE: LOCTITE 577; CONTAINER: 50ML PLASTIC BOTTLE; PHYSICAL FORM: YELLOW PASTE; SPECIFICATION: DVGW, NSF, WRAS; MATERIAL: ANAEROBIC; VISCOSITY 25000.0 , OPERATING TEMPERATURE -55C, MAX PIPE SIZE 3"
0729608	ADHESIVE:LOCTITE 561;19G;WHITE;NSF	ADHESIVE: TYPE: LOCTITE 561; CONTAINER: 19G; PHYSICAL FORM: WHITE; SPECIFICATION: NSF; MATERIAL: METHACRYLATE; OPERATING TEMPERATURE -55C TO 150C, BREAKAWAY TORQUE 6.0 NM
0766194	ADHESIVE:O-RING GLUE 406;20 GRAM	ADHESIVE: TYPE: O-RING GLUE 406; CONTAINER: 20 GRAM
0161348	GREASE INDSTRL:TUBE;ALVANIA R2	GREASE, INDUSTRIAL: CONTAINER: TUBE; TRADE NAME: ALVANIA R2; LENGTH 215MM X 50MM THICK
0638236	COMPOUND:ANTI SEIZURE;CAN 500 G	COMPOUND: TYPE: ANTI SEIZURE; CONTAINER: CAN 500 G; SPECIFICATION: SP NICKEL; SPANJAARD GREASE FOR S/STEEL
0765823	OIL GEAR:MOBILGEAR 600 XP 320;VG320;20 L	OIL, GEAR: TRADE NAME: MOBILGEAR 600 XP 320; GRADE: VG320; CONTAINER: 20 L; VISCOSITY RATING: 320 CST @ 40 °C; FLASH POINT: 240 DEG C; SUPPL P/N: MOBILGEAR 600 XP 320
0727135	CHEMICAL:ACETYLACETONE;LIQD;5 L;PLASTC	CHEMICAL: TYPE: ACETYLACETONE; FORM: LIQUID; CONTAINER CAPACITY: 5 L; CONTAINER: PLASTC; TRADE NAME: ACETONE GENERAL PURPOSE REAGENT; COLOR: CLEAR AND COLOURLESS
0161479	COMPOUND:CUTTING;CAN 500 G;PASTE	COMPOUND: TYPE: CUTTING; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE; REFERENCE NO:

		53-510-500; SUITABLE FOR HAND AND MACHINE TOOLS, IDEAL MEDIUM FOR SCREWING OF PIPES, TAPPING AND THREADING
0729613	ADHESIVE:LOCTITE 572;OFF WHITE PASTE	ADHESIVE: TYPE: LOCTITE 572; CONTAINER: 250ML PLASTIC BOTTLE; PHYSICAL FORM: OFF WHITE PASTE; SPECIFICATION: DVGW, NSF, WRAS; MATERIAL: METHACRYLATE; VISCOSITY 14400.0 - 28600.00 MPA (CP), OPERATING TEMPERATURE -55C TO 150C, MAX PIPE SIZE 3"
0174268	THINNER:THINNERS;5 L	THINNER: TYPE: THINNERS; CONTAINER: 5 L; SUPPL P/N: 623; REQUIRED A MATERIAL SAFETY DATA SHEET WITH EVERY DELIVERY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

2.1 Product conformity and quality standards

The *Goods* shall be standard commercial chemical products manufactured in accordance with applicable industry standards and shall comply with Eskom specifications, safety data sheet requirements, and all applicable regulatory requirements

2.2 Quality assurance inspection and testing

The *Purchaser* may, on reasonable notice, inspect the *Supplier's* manufacturing and quality control facilities and may require access to batch test results and certificates of analysis for the *Goods* prior to delivery.

3. Supply Requirements

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

Note:

1. Adhoc items are unlisted chemicals that the *Purchaser* instructs in writing and that are not priced elsewhere in the Price Schedule.
2. The Price for an Adhoc item equals Defined Cost (supported by third-party invoices, freight and insurance documents, customs entries where applicable) plus the percentage fee.
3. The Supplier must seek three written quotations where reasonably practicable. If not practicable (e.g., OEM sole source, emergency), the Supplier records the reason and provides available evidence.
4. No additional margins may be embedded in sub-supplier invoices beyond the percentage fee stated.
5. The Purchaser may reject an Adhoc proposal that is not adequately substantiated or not aligned with the Goods Information.
6. All Adhoc deliveries are subject to the same acceptance, documentation, packaging and testing requirements as listed in C3.1.

4. Specification of the Goods

All *Goods* must comply with Eskom standards and applicable regulatory requirements.

5. Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

THE SUPPLY AND DELIVERY OF CHEMICALS TO VARIOUS PEAKING POWER STATIONS ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 5 YEARS

All *Goods* shall be securely packaged for transport in accordance with applicable safety, hazardous materials and transport regulations. Any *Goods* damaged due to inadequate packaging or protection will not be accepted at site.

5.2 Marking the Goods

All packages shall be clearly marked with the relevant *Purchase Order* number and delivery address. Each package shall include a description of the *Goods*, quantity and unit of measure. The *Goods* delivered shall correspond with the Delivery Note and the applicable *Purchase Order*.

5.3 Constraints at the delivery place and place of use

Unless otherwise stated in a *Purchase Order*, and subject to emergency or outage requirements, the *Goods* shall be delivered to the designated receiving stores at the relevant Peaking Power Station during the applicable delivery times notified by the *Purchaser*.

Delivery time: 09:00 to 15:00 (Mondays to Thursdays)

Delivery time: 09:00 and 11:30 (Fridays)

An on-time delivery of all orders is of the utmost importance.

In terms of Eskom's vendor management system, late deliveries may affect your Vendor performance rating.

Please note that items ordered must be delivered at the Power Station main store receiving only, accompanied by a delivery note and a certificate of conformance/compliance.

Payment delays can result if not adhered to.

Please note that all contractors are subject to breathalyser tests, and access will be denied if results are positive for alcohol consumption.

Proof of identification should always be produced on arrival.

5.4 Cooperating with Others

The *Supplier* must fully co-operate with the *Purchaser's* team during off-loading at the project site.

Please ensure that the contractor adheres to the Power Station's rules and regulations at all times

5.5 Management meetings

Periodic contract management meetings may be convened by the *Supply Manager* as required to review risk matters, performance and contract administration. Meetings may be held in person or virtually. Minutes shall be recorded but shall not constitute contractual instructions, which must be issued in accordance with the conditions of contract.

5.6 Documentation control

All documentation from the *Supplier* shall be provided electronically in the format and manner notified by the *Purchaser*. Hard copies shall be provided only where expressly required.

5.7 Health and safety risk management

The *Supplier* shall comply with the Occupational Health and Safety Act 85 of 1993 requirements and all applicable procedures and standards in their recent revisions, as well as Eskom Life Saving Rules and other Eskom safety rules and requirements.

The *Supplier* shall comply with the health and safety requirements contained in the *Purchaser's* SHE Specification.

Below are minimum Safety requirements to be adhered to by contractors/service providers, to gain access to Eskom Power Stations:

- Valid Medical fitness certificate
- Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days

THE SUPPLY AND DELIVERY OF CHEMICALS TO VARIOUS PEAKING POWER STATIONS ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 5 YEARS

- Identification document (RSA ID or equivalent)
- National Drivers Licence (applicable to drivers)
- Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober
- Applicable risk based Personal Protective Equipment
- Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired.
- Induction will only be conducted after all documents have been submitted and accepted by Eskom.

The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

5.8 Environmental constraints and management

The *Supplier* shall comply with all applicable environmental, health and safety legislation and with the *Purchaser's* SHE Specification, as amended from time to time.

5.9 Quality

The *Supplier* shall maintain a quality management system compliant with ISO 9001 (or equivalent) and shall comply with the *Purchaser's* quality requirements and specifications, as amended from time to time. The *Supplier* shall, where required, provide quality records demonstrating conformity of the *Goods*.

5.10 Invoicing and payment

Following delivery and acceptance of the *Goods* under a *Purchase Order*, the *Supplier* shall submit a tax invoice to the *Purchaser* for the amount due in respect of that *Purchase Order* in accordance with the *Price Schedule* and clause 50 of the contract.

The *Supplier* shall address the tax invoice to the *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)

Detailed tax invoice, clearly showing: Eskom Holdings SOC LTD Electronic copy to Finance Shared Services Megawatt Park
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5.11 Insurance provided by the Purchaser

5.11.1 All other insurance

As required by clause 84, the *Supplier* shall maintain all insurance required for its risks under this contract.

5.12 Contract change management

Clause 6 Compensation events of the NEC3 Supply Contract will apply to all changes in this contract.

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

All records and quality documentation must be provided in hard copy and must be electronically emailed to the *Supply Manager*.

C3.2 *SUPPLIER'S GOODS* INFORMATION

Not applicable