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 PPE work wear on an "as and when required" basis to Eskom Distribution North West OU for a period of 4 years**

Contents:

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

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 PPE work wear on an "as and when required" basis to Eskom Distribution North West OU for a period of 4 years

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s) --

Name(s) ---

Capacity --- --

For the tenderer: --- --

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

[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*.

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)		
Name(s)	Senior Manager	
Capacity		
for the Purchaser	**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199** *(Insert name and address of organisation)*	
Name & signature of witness		Date

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

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

Note:

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

No.	Subject	Details
1	**N/A**	**N/A**
2	**N/A**	**N/A**
3	**N/A**	**N/A**
4	**N/A**	**N/A**
5	**N/A**	**N/A**
6	**N/A**	**N/A**
7	**N/A**	**N/A**

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		Senior Manager
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		Z: *Additional conditions of contract*
	of the NEC3 Supply Contract (April 2013) [2]	
10.1	The *Purchaser* is (name): Eskom	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**011 800 3000**
10.1	The *Supply Manager* is (name):	**Frans Ratau**
	Address	**14-16 Kgwebe Str , Mabe Business Park, Rustenburg]**
	Tel	**+27 14 565 1154**
	e-mail	**RatauF@eskom.co.za**
11.2(13)	The *goods* are	**The supply and delivery of PPE work wear on an "as and when required" basis to Eskom Distribution North West OU for a period of 4 years**
11.2(13)	The *services* are	**Supply and Delivery of PPE Work Wear**
11.2(14)	The following matters will be included in the Risk Register	**Late deliveries**
11.2(15)	The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**

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

11.2(15)	The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**[2] days**
2	**The *Supplier's* main responsibilities**	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *delivery date* of the *goods* and *services* is:	***goods and services*** ***delivery date*** **The delivery date will be specified in the order and it would be 4(four) weeks as per agreed lead time of this contract**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**N/A**
31.1	The *Supplier* is to submit a first programme for acceptance within	**One weeks after receiving a Task Order**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**One weeks after receiving a Task Order**
4	**Testing and defects**	
42	The *defects date* is	**2(two) weeks after delivery**
43.2	The *defect correction period* is	**2 (two) weeks**
5	**Payment**	
50.1	The *assessment interval* is	**Between the 25 day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**14 and 30 days Respectively**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**

6	**Compensation events**	**Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)**
7	**Title**	**Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)**

8 Risks, liabilities, indemnities and insurance

80.1	These are additional *Purchaser's* risks	**1. Late deliveries** **2. Changes in the Law** **3. Non-conformance to specification**
84.1	The *Purchaser* provides these insurances from the Insurance Table	**See notes about *Purchaser* provided insurance in Annexure B to this Contract Data**
	1. Insurance against	**Loss of or damage to the *goods*, plant and materials.**
	Cover / indemnity is	**Overseas shipment / transit insurance (only) to cover events at the *Supplier*'s risk (if any) after the *goods* have left the *Supplier*'s overseas premises. See notes in Annexure B** **If this contract includes the supervision of installation, testing, commissioning or building work at the *Purchaser*'s premises, the *Purchaser* also provides cover for physical loss of or damage to the *Purchaser*'s surrounding property including any temporary work required to complete the Delivery.**
	The deductibles are	**See notes in data for clause 88.2 below and Annexure B**
84.1	The *Supplier* provides these additional insurances	**See notes in Annexure B**
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the *Purchaser* is:	**The replacement cost of plant & materials to be provided by the *Purchaser***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is:	**Whatever the *Supplier* deems necessary in addition to that provided by the *Purchaser* for any one event with cross liability so that the insurance applies to the Parties separately.** **However if the *Supplier* is exposed to damage to the *Purchaser*'s property the cover limit amount is not less than** • **R15 million (fifteen million Rand) for exposure to Generation Division property;** • **R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and;** • **R1 million (one million Rand) for exposure to Distribution Division and all other *Purchaser*'s property** **for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.**
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No.**

	injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract for any one event is:	**130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).**
88.1	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**R0.0 (zero Rand)**
88.2	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for all other existing *Purchaser's* property the highest applicable deductible (first amount payable) namely:** • **R15 million (fifteen million Rand) for Generation Division property;** • **R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;** • **R1 million (one million Rand) for Distribution Division and all other *Purchaser*'s property** **See notes in Annexure B**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**The greater of** **• the total of the Prices** **And where a claim is made against the *Purchaser*'s insurance the amounts excluded and unrecoverable from the *Purchaser*'s insurance**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The total of the Prices other than for the additional excluded matters.** **The *Supplier's* total liability for the additional excluded matters is not limited.** **The additional excluded matters the *Supplier* is liable under this contract for:** **• Defects due to his design which arise before the Defects Certificate is issued,** **• Defects due to manufacture and fabrication outside the Site,** **• loss of or damage to property (other than the *works*, Plant and Materials),** **• death of or injury to a person and infringement of an intellectual property right**
88.5	The *end of liability date* is	**[1] Year after Delivery of the whole of the *goods* and *service*s.**

9 Termination and dispute resolution

94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration**

		Foundation of Southern Africa (AFSA).
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
94.4(5)	The place where arbitration is to be held is	**South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
10	**Data for Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	**The rates will be fixed and firm for the first 12 months of the Contract. At the anniversary date of the Contract the Contract Price adjustment will apply.**
X2	**Changes in the law**	
X2.1	A change in the law of	**Refer to the Conditions Contract April 2013 (SC3)**
X7	**Delay damages**	
X7.1	Delay damages for Delivery are	**0.1% of the order value per day up to a maximum of 10% of the order value**
Z	**The *additional conditions of contract* are**	**Z1 to Z12 always apply for Eskom**

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser.*

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier*'s obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z5.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 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*.

Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

Z7 Health, safety and the environment: Add to core clause 25.4

Z7.1 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.

Z7.2 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.

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

Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser*'s procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser*'s VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z10 *Purchaser's* limitation of liability

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

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

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

Z11.1 or had a business rescue order granted against it.

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

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

Annexure A: Supply Requirements

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010[3] as follows:

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

Group	Category	Term	Delivery Place
	Delivery Costs Included	DCI	Various Eskom business units in Distribution North West OU

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

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

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

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

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

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

[3] International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Supply and delivery of PPE Work Wear on an "as and when required" basis to North West OU for four years	
2. The requirements for transport are	The supplier will transport the PPE Work Wear to various Eskom business units in Distribution North West OU. Unit prices are inclusive of transport costs.	
3. The delivery place is	Various Eskom business units in Distribution North West OU	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	**Supplier**
	Checking packing and marking before dispatch	**Supplier**
	Contracting for transport	**Eskom**
	Pay costs of transport	**Eskom**
	Arrange access to delivery place	**Eskom**
	Loading the *goods*	**Supplier**
	Unloading the *goods*	**Eskom and Supplier**
For international procurement	Undertake export requirements	**N/A**
	Undertake import requirements	**N/A**
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the *goods* are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

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

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

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

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

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

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

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

All other insurance

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

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

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

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

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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

C2.1 Pricing assumptions

BOQ

Category A				
	Unit	**Quantity**	**Item price**	**Amount**
HEAD PROTECTION				
HAT:SOFT BUSH;NAVY BLUE SIZE S-M	EA	1.00		-
HAT:SOFT BUSH;NAVY BLUE SIZE L - XL	EA	1.00		
HARD HAT FOR WORKING FROM HEIGHT INCLUDING 3 POINT CHIN STRAP-HELMET SAFETY ADJUST CHIN	EA	1.00		-
3 POINT CHIN STRAP-HELMET SAFETY ADJUST CHIN	EA	1.00		
VISOR:SUN BRIM FOR SAFETY HAT	EA	1.00		-
NET:HAIR;LG 320 MM;280 MM;MTRL COTTON	EA	1.00		-
RAIN WEAR				
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE S	EA	1.00		
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE M	EA	1.00		
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE L	EA	1.00		
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE XL	EA	1.00		
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE XXL	EA	1.00		
RAINWEAR:2 PIECE SUIT;NAVY BLUE SIZE XXXL -	EA	1.00		-
REFLECTIVE VESTS				
VEST, H/VISIB:EVACUATION;M;NYLON SIZE S - M	EA	1.00		-
VEST, H/VISIB:EVACUATION;M;NYLON SIZE L - XL	EA	1.00		
VEST, H/VISIB:EVACUATION;M;NYLON SIZE XXL - XXXL	EA	1.00		
VEST, H/VISIB:FIRE PROTECTION;XL;NYLON SIZE S - M	EA	1.00		

VEST, H/VISIB:FIRE PROTECTION;XL;NYLON SIZE L - XL	EA	1.00		
VEST, H/VISIB:FIRE PROTECTION;XL;NYLON SIZE XXL - XXXL	EA	1.00		
VEST, H/VISIB:EMPLOYEE AT WORK;NYLON SIZE S - M	EA	1.00		
VEST, H/VISIB:EMPLOYEE AT WORK;NYLON SIZE L - XL	EA	1.00		
VEST, H/VISIB:EMPLOYEE AT WORK;NYLON SIZE XXL - XXXL	EA	1.00		
VEST, H/VISIB:TRANSPORT;NYLON SIZE S - M	EA	1.00		
VEST, H/VISIB:TRANSPORT;NYLON SIZE L - XL	EA	1.00		
VEST, H/VISIB:TRANSPORT;NYLON SIZE XXL - XXXL	EA	1.00		
VEST, H/VISIB:MANAGEMENT;NYLON SIZE S - M	EA	1.00		-
VEST, H/VISIB:MANAGEMENT;NYLON SIZE L - XL	EA	1.00		-
VEST, H/VISIB:MANAGEMENT;NYLON SIZE XXL - XXXL	EA	1.00		-
EYE PROTECTION				
SPECTACLE VISITORS	EA	1.00		-
SPECTACLE GAS WELDING GREEN	EA	1.00		-
SPECTACLE GOGGLE	EA	1.00		-
SPECTACLE SAFETY PROTECTIVE AMBER	EA	1.00		-
SPECTACLE SAFETY WRAPAROUND CLEAR 48MM	EA	1.00		-
SPECTACLE SAFETY INDOOR/OUTDOOR VARIABLE	EA	1.00		-
GOGGLE INDUSTRIAL GREY	EA	1.00		-
CORD SAFETY GLASS LG ADJUSTABLE NYLON	EA	1.00		-
HEARING PROTECTION				
PROTECTOR,HEARING EARPLUG 96-106 db	EA	1.00		-
PROTECTOR,HEARING HEADBAND 23db	EA	1.00		-
PROTECTOR,HEARING EARMUFF CUSHION	EA	1.00		-
RESPIRATORS				
DUST MASK FFP2 WITH VALVE	EA	1.00		-
DUST MASK FFP2 WITHOUT VALVE	EA	1.00		-
DUST MASK FFP3 WITH VALVE	EA	1.00		-

CATEGORY B				
	Unit	Quantity	Item price	Amount
ONE PIECE OVERALL				
OVERALL:ARTISAN BOILER SUIT ; 102 CM	EA	1.00		-
COVERALL:ARTISAN BOILER SUIT ;107 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;112 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;117 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;122 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;127 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;132 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;137 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;147 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;77 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;82 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;87 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;92 CM	EA	1.00		
COVERALL:ARTISAN BOILER SUIT ;97 CM	EA	1.00		
TWO PIECE OVERALL				
TROUSERS:MEN LONG;157 CM;NAVY BLUE	EA	1.00		-
TROUSERS:MEN LONG;102 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;107 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;112 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;117 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;122 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;127 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;132 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;137 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;147 CM;NAVY BLUE	EA	1.00		

TROUSERS:MEN LONG;152 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;77 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;82 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;87 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;92 CM;NAVY BLUE	EA	1.00		
TROUSERS:MEN LONG;97 CM;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 26; 67;NAVY BLUE	EA	1.00		-
TROUSERS:LADIES LONG;SIZE28; 72;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 30; 77;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 32; 82;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 34; 87;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 36; 92;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 38; 97;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 40; 102;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 42; 107;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 44; 112;NAVY BLUE	EA	1.00		
TROUSERS:LADIES LONG;SIZE 46; 137;NAVY BLUE	EA	1.00		
JACKET,UTILITY:OPERATING;87 CM	EA	1.00		-
JACKET,UTILITY:OPERATING;107 CM	EA	1.00		
JACKET,UTILITY:OPERATING;112 CM	EA	1.00		
JACKET,UTILITY:OPERATING;117 CM	EA	1.00		
JACKET,UTILITY:OPERATING;122 CM	EA	1.00		
JACKET,UTILITY:OPERATING;122 CM	EA	1.00		
JACKET,UTILITY:OPERATING;127 CM	EA	1.00		
JACKET,UTILITY:OPERATING;132 CM	EA	1.00		
JACKET,UTILITY:OPERATING;137 CM	EA	1.00		
JACKET,UTILITY:OPERATING;147 CM	EA	1.00		
JACKET,UTILITY:OPERATING;152 CM	EA	1.00		

JACKET,UTILITY:OPERATING;157 CM	EA	1.00		
JACKET,UTILITY:OPERATING;77 CM	EA	1.00		
JACKET,UTILITY:OPERATING;82 CM	EA	1.00		
JACKET,UTILITY:OPERATING;92 CM	EA	1.00		
JACKET,UTILITY:OPERATING;97 CM	EA	1.00		
THERMAL JACKETS				
JACKET,UTILITY:THERMAL 5XL	EA	1.00		-
JACKET,UTILITY:THERMAL;4XL	EA	1.00		
JACKET,UTILITY:THERMAL;L;42; 107	EA	1.00		
JACKET,UTILITY:THERMAL;M; 38; 97	EA	1.00		
JACKET,UTILITY:THERMAL;S; 34; 87	EA	1.00		
JACKET,UTILITY:THERMAL;XL; 46; 117	EA	1.00		
JACKET,UTILITY:THERMAL;XXL; 48; 122	EA	1.00		
JACKET,UTILITY:THERMAL;XXXL	EA	1.00		
APRON:CHEMICAL;WD 700MM X LG 1.1M	EA	1.00		-
APRON,WELDER:FULL LENGTH with gloves	EA	1.00		-
BAG,DUFFEL:NAVY BLUE ;PVC CANVAS	EA	1.00		-
DUST COATS				
COAT,DUST:GP;112 CM;COTTON	EA	1.00		-
COAT,DUST:GP;107 CM	EA	1.00		
COAT,DUST:GP;117 CM	EA	1.00		
COAT,DUST:GP;122 CM	EA	1.00		
COAT,DUST:GP;122 CM	EA	1.00		
COAT,DUST:GP;127 CM	EA	1.00		
COAT,DUST:GP;132 CM	EA	1.00		
COAT,DUST:GP;137 CM	EA	1.00		
COAT,DUST:GP;147 CM	EA	1.00		
COAT,DUST:GP;152 CM	EA	1.00		

COAT,DUST:GP;157 CM	EA	1.00		
COAT,DUST:GP;77 CM	EA	1.00		
COAT,DUST:GP;82 CM	EA	1.00		
COAT,DUST:GP;92 CM	EA	1.00		
COAT,DUST:GP;97 CM	EA	1.00		
SHIRTS (MEN/WOMEN)				
SHIRT:MEN LONG SLEEVE;COTTON	EA	1.00		-
SHIRT:MEN L/SLEEVE ; SIZE 38 ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;40 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;41 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;42 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;43 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;44 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;46 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN L/SLEEVE ;49 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN LONG SLEEVE;36 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;37 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;38 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;39 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;40 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;41 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;42 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;43 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;44 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;45 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;46 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;47 CM;COTTON	EA	1.00		
SHIRT:MEN LONG SLEEVE;48 CM;COTTON	EA	1.00		

SHIRT:MEN LONG SLEEVE;49 CM;COTTON	EA	1.00		
SHIRT:MEN S/SLEEVE ;36 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;39 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;40 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;41 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;42 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;43 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;44 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;45 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;46 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;47 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;48 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN S/SLEEVE ;49 CM ;COTTON ;GREY	EA	1.00		
SHIRT:MEN SHORT SLEEVE;SIZE 36 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;37 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;38 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;39 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;40 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;41 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;42 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;43 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;44 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;45 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;46 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;47 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;48 CM;COTTON	EA	1.00		
SHIRT:MEN SHORT SLEEVE;49 CM;COTTON	EA	1.00		
SHIRT,WOMAN:LONG;127 CM ;SAND STONE	EA	1.00		-

SHIRT,WOMAN:LONG ;77 CM ;GREY ;COTTON	EA	1.00		
SHIRT,WOMAN:LONG ;82 CM ;GREY ;COTTON	EA	1.00		
SHIRT,WOMAN:LONG ;97 CM ;GREY ;COTTON	EA	1.00		
SHIRT,WOMAN:LONG;102 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;107 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;112 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;117 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;122 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;137 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;77 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;82 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;87 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;92 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:LONG;97 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;127 CM;SAND STONE	EA	1.00		-
SHIRT,WOMAN:SHORT;102 CM;SAND STONE	EA	1.00		-
SHIRT,WOMAN:SHORT;107 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;112 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;117 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;122 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;77 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;82 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;87 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;92 CM;SAND STONE	EA	1.00		
SHIRT,WOMAN:SHORT;97 CM;SAND STONE	EA	1.00		

CATEGORY C				
	Unit	Quantity	Item price	Amount
SATETY BOOTS/SHOES AND GUMBOOTS				
BOOT, SAFETY SIZE 3	EA	1.00		-
BOOT, SAFETY SIZE 4	EA	1.00		
BOOT, SAFETY SIZE 5	EA	1.00		
BOOT, SAFETY SIZE 6	EA	1.00		
BOOT, SAFETY SIZE 7	EA	1.00		
BOOT, SAFETY SIZE 8	EA	1.00		
BOOT, SAFETY SIZE 9	EA	1.00		
BOOT, SAFETY SIZE 10	EA	1.00		
BOOT, SAFETY SIZE 11	EA	1.00		
BOOT, SAFETY SIZE 12	EA	1.00		
BOOT, SAFETY SIZE 13	EA	1.00		
SAFETY BOOTS WIDE SIZE 3	EA	1.00		-
SAFETY BOOTS WIDE SIZE 4	EA	1.00		
SAFETY BOOTS WIDE SIZE 5	EA	1.00		
SAFETY BOOTS WIDE SIZE 6	EA	1.00		
SAFETY BOOTS WIDE SIZE 7	EA	1.00		
SAFETY BOOTS WIDE SIZE 8	EA	1.00		
SAFETY BOOTS WIDE SIZE 9	EA	1.00		
SAFETY BOOTS WIDE SIZE 10	EA	1.00		
SAFETY BOOTS WIDE SIZE 11	EA	1.00		
SAFETY BOOTS WIDE SIZE 12	EA	1.00		
SAFETY BOOTS WIDE SIZE 13	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 4	EA	1.00		-
MENS SHOE, SAFETY MENS DARK BROWN 5	EA	1.00		

MENS SHOE, SAFETY MENS DARK BROWN 6	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 7	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 8	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 9	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 10	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 11	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 12	EA	1.00		
MENS SHOE, SAFETY MENS DARK BROWN 13	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 3	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 4	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 5	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 6	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 7	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 8	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 9	EA	1.00		
LADIES SHOE, SAFETY LADY DARK BROWN 10	EA	1.00		
SAFETY SHOE WIDE SIZE 3	EA	1.00		-
SAFETY SHOE WIDE SIZE 4	EA	1.00		
SAFETY SHOE WIDE SIZE 5	EA	1.00		
SAFETY SHOE WIDE SIZE 6	EA	1.00		
SAFETY SHOE WIDE SIZE 7	EA	1.00		
SAFETY SHOE WIDE SIZE 8	EA	1.00		
SAFETY SHOE WIDE SIZE 9	EA	1.00		
SAFETY SHOE WIDE SIZE 10	EA	1.00		
SAFETY SHOE WIDE SIZE 11	EA	1.00		
SAFETY SHOE WIDE SIZE 12	EA	1.00		

SAFETY SHOE WIDE SIZE 13	EA	1.00		
GUMBOOT,KNEE HEIGHT,BLACK 4	EA	1.00		-
GUMBOOT, RUB SOLID BLACK 5	EA	1.00		
GUMBOOT, RUB SOLID BLACK 6	EA	1.00		
GUMBOOT, RUB SOLID BLACK 7	EA	1.00		
GUMBOOT, RUB SOLID BLACK 8	EA	1.00		
GUMBOOT, RUB SOLID BLACK 9	EA	1.00		
GUMBOOT, RUB SOLID BLACK 10	EA	1.00		
GUMBOOT, RUB SOLID BLACK 11	EA	1.00		
GUMBOOT, RUB SOLID BLACK 12	EA	1.00		
GUMBOOT, RUB SOLID BLACK 13	EA	1.00		
SOCKS				
SOCKS,COTTON A/LENGTH NAVY BLUE SIZE S-L	EA	1.00		-
SOCKS,COTTON A/LENGTH NAVY BLUE SIZE XL-XXL	EA	1.00		
SOCKS,C/LENGTH NAVY BLUE SIZE S - L	EA	1.00		-
SOCKS,C/LENGTH NAVY BLUE SIZE XL - XXL	EA	1.00		
GLOVES				
1000 v Gloves	EA	1.00		-
CHEMICAL PROTECTIVE GLOVE:TYPE:ACID RESISTANT ;MATERIAL BUTYL PLUS R0.3; COLOUR :BLACK	EA	1.00		-
GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	EA	1.00		-
LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	EA	1.00		-
				-

CATEGORY D				
	Unit	Quantity	Item price	Amount
SUN BLOCK PRODUCTS				
SUN BLOCK SPF 36 (150ML)	EA	1		-
SUN BLOCK SPF 42 (150ML)	EA	1		-
LIP BALM SPF 16	EA	1		-
MYCOTA FOOT POWDER	EA	1		-
PEACHFUL SLEEP STICK (INSECT REPELLANT)	EA	1		-
PEACHFUL SLEEP AEROSOL (INSECT REPELLANT)	EA	1		-
				-

CATEGORY E				
	UNIT	QUANTITY	ITEM PRICE	AMOUNT
SAFETY EQUIPMENT				
ESKOM FLASH SUITS CL 55 C/W VENTILATED HOOD	EA	1		-
FALL ARREST KIT LIVE WORK	EA	1		-
FALL ARREST RESCUE KIT LIVE WORK	EA	1		-
CHAINSAW GLOVES	EA	1		-
CHAINSAW JACKETS SIZE S-M	EA	1		-
CHAINSAW JACKETS SIZE L-XL	EA	1		
CHAINSAW JACKETS SIZE XXL- 4XL	EA	1		
CHAINSAW TROUSERS SIZE S-M	EA	1		-
CHAINSAW TROUSERS SIZE L-XL	EA	1		
CHAINSAW TROUSERS SIZE XXL-4XL	EA	1		
BEE SUIT SUIT GENL PURP:BHIVE VENTILATED; SIZE L - XL	EA	1		-
BEE SUIT SUIT GENL PURP:BHIVE VENTILATED; SIZE XXL - 4XL	EA	1		
BRACE:KIDNEY BELT,WD 240 X LG 1200	EA	1		-
				-

C2.1 Pricing assumptions

How *goods* and *service*s are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule;*
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

Refer to Price Schedule for Pricing Schedule

PRICE SCHEDULE
PPE final with SAP nu

PART 3: SCOPE OF WORK

C3.1: PURCHASER'S GOODS INFORMATION

1. Overview and purpose of the *goods* and *services*

This enquiry calls for the supply and delivery of PPE Work Wear on an "as" and when required basis to various Eskom North West OU sites for a period of five (5) years. Requirements will be done on as and when required by various sites. The specification, SHE, Quality and SD& L requirements are attached to this contract and the PPPFA criteria will be used for evaluation purposes.

2. Specification and description of the *goods*

The contract covers the supply and delivery of PPE Work Wear on an "as" and when required basis to various Eskom North West OU sites for a period of four (4) years.

3. Technical Specifications

The technical specification document for PPE Accessories is titled 240-44175132 for Technical Specification is available under the Technical folder.

240-120054284 PPE STANDARD.pdf

PPE Standard

Eskom PPE Specification.pdf

Technical Specification

4. Supply Requirements

The supply and delivery of PPE Work wear must have a 4-6 weeks lead time for manufacturing and supply.

5. Specification of the *service*s to be provided

Not applicable

6. Constraints on how the *Supplier* Provides the Goods

6.1 Programming constraints

The *Supplier* should include in his programme how to manage availability of the ordered material as per task order requirement.

6.2 Work to be done by the Delivery Date

The supplier will deliver the PPE at the Purchaser's premises. The material must have a Delivery note and invoice of all the items collected signed by both Supplier and Purchaser.

Delivery to be verified physically by the client representative and Delivery note and the test results must have been accepted by the client.

The following below list will be provided to the client representative,

Packing list and the contents
Copy of invoice for the goods
Delivery Note

6.3 Marking the *goods*

The details on the delivery note and the test results will be taken as the marking on the goods by the Supplier.

6.4 Constraints at the delivery place and place of use

Not applicable

6.5 Cooperating with Others

Not Applicable

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

The Supplier must deliver the PPE Work Wear at various Eskom businesses in North West Operating

Unit. The Purchaser is to ensure access at the place of delivery of PPE Work Wear.

6.7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.
Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.
Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.
The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.
The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on ________ at ___		
Overall contract progress and feedback	Monthly on _____ at ___		*Purchaser*, *Supplier*, and ___

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

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

6.8 Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails and NEC template.

The use of sms's, emails does not override the use of applicable and relevant NEC3 SC standard templates, forms and Eskom Holdings SOC Limited procedures.

6.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____**A**______ to this Goods Information].

The supplier shall comply with Eskom’s Life Saving rule

The Contractor should adhere to the Life Saving Rules at all times.
Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team **will** be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

Rule 1: Open, isolate, test, earth, and create an equipotential zone before touch
Rule 2: Hook up at height
Rule 3: Buckle Up
Rule 4: Be Sober
Rule 5: Ensure that you have a permit to work
Rule 6: Ensure safe live working

Eskom life-saving rules.pdf

6.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints stated in Eskom document 32-245-Eskom Waste Management Standard and in Annexure A of the Invitation to Tender document.

6.11 Quality

240-105658000 Quality Specifications

- All Quality management activities to be done in line with the latest copy of the Eskom Supplier Quality Management Specification, 240-105658000.
- All materials shall be new and of the best quality and shall conform to the requirements of the Eskom Updated Buyers Guide (Eskom Distribution Standard). With regards to the material supply chain, the approved materials manufacturer shall be approved before.

- Storage and Preservation of raw materials and consumables to be in line with product requirements;
- Handling of chemicals (paints); oil permits, to be made available on request;
- Effectiveness of Corrective Actions to be verified when closing non-conformances;
- Sub-contracted activities and material to be monitored to ensure compliance to specification requirements;

- Internal audits to be done in line with the procedure and be used to ensure management system effectiveness;

6.12 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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

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

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

6.13 Insurance provided by the *Purchaser*

The insurance provided by the Employer, is addressed under the contract data by the Employer under Annexure B "Insurance provided by the Employer".

Insurance policy available on:
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

6.14 Contract change management

For any compensation event relating to changes to scope and additions to scope which were not part of the original scope, such changes shall be treated under compensation *event* core clause section 6 of the NEC3.

6.15 Provision of bonds and guarantees

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

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

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

The *Supplier* retains all records of assessments, invoices, payments and all other relevant applicable to this Contract.

7. Procurement

7.1 Subcontracting

7.1.1 Preferred subcontractors

All subcontracting should be in line with NEC 3 terms and conditions of the contract and subject to acceptance by the Purchaser.

7.1.2 Limitations on subcontracting

The Supplier shall not subcontract more 25% of the whole contract value, unless exempted by the Purchaser and this should only be on specialised work.

7.2 Plant and Materials

- The Supplier shall provide evidence of the Logistics Management / Quality Management System of the Transporter, providing assurance of on-time delivery of the product of the required quality.
- The Supplier shall notify the Contract Manager in writing of any request to change the Transporter of the product. This shall be assessed after a technical evaluation.

Tests and inspections before delivery

The Supplier shall perform an inspection of an off-loading event in the presence of purchaser's staff at each site at least once a year and shall issue a report to the Contract Manager.
The Supplier shall supply the Certificate of Analysis showing that that the chemical in the tanker meets the specification and shall take a sample from the tanker for analysis by the Eskom personnel

7.3 Other requirements related to procurement

7.3.1. BBBEE

Eskom hierarchy of procurement that supports BBBEE initiative will be adhered to at all times when purchased orders are issued.

The *Contractor* is expected to maintained or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the *Contractor* would be expected to rectify that within 6-months of being made aware of negative change.

The *Contractor* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the Contract by the *Employer*.

7.3.2. Supplier Development and localisation

The tender/contract had a Prequalification for B-BBEE Level 1 to 4.

Local Production and Content

PPE Work Wear designated at 100%

Criteria	Eskom Target	Contractors Commitment
PPE Work Wear	100%	100%

Corporate Social Investment

The supplier is required to identify and fund a Corporate Social Investment (CSI) Project in the community (North West Province "Rural"). The beneficiaries of the project will be a non-profit organisation or a community based organisation local to the North West Province. The value of the CSI project will not be less than 1.5 % of the task value accumulated over a period of three (3) months.

The CSI project will be agreed to, by the supplier, the Employer and the beneficiaries of the project prior to implementation.

Job Creation

To be completed by Contractor

Number of jobs to be **created** as a result of this contract	
Number of jobs to be **retained** as a result of this contract	

The employment (Jobs created) shall comply with the Employment Equity Act and represent the demographics of the Local to site communities.

8. List of drawings

N/A

8.1 Drawings issued by the Purchaser

N/AC3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.