

Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years.



NEC3 Supply

Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years

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ENQUIRY No. LP00184TM

Supply and delivery of medicine and pharmaceutical consumables to various Eskom’s Medical Centres in the LimLanga Cluster on an “as and when” required basis over a period of 5 years.

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Supply and delivery of medicine and pharmaceutical consumables to various Eskom’s Medical Centres in the LimLanga Cluster on an “as and when” required basis over a period of 5 years

The tenderer, identified in the signature block below, 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	Rates Based Contract
Value Added Tax @ 15% is	Rates Based Contract
The offered total of the Prices inclusive of VAT is	Rates Based Contract
(in words) Rates as per price list	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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

Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer 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 Employer 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Goods Information

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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer'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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

Supply and delivery of medicine and pharmaceutical consumables to various Eskom’s Medical Centres in the LimLanga Cluster on an “as and when” required basis over a period of 5 years.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 Employer 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 Employer 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 Employer 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 Employer

Signature

.....

Name

.....

Capacity

.....

On behalf of *(Insert name and address of organisation)*

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

Name & signature of witness

.....

Date

.....

Supply and delivery of medicine and pharmaceutical consumables to various Eskom’s Medical Centres in the LimLanga Cluster on an “as and when” required basis over a period of 5 years.

C1.2 Contract Data

Data provided by the *Employer*

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: <i>Additional conditions of contract</i>
	of the NEC3 Supply Short Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (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
10.1	The Employer’s representative to whom the Employer in terms of clause 14.4 delegates his actions is (Name):	Tlhologelo Mahlape
	Address	90 Hans Van Rensburg Street, Polokwane
	Tel No.	015-230 1773
	E-mail address	MahlapT@eskom.co.za
11.2(4)	The <i>delivery date</i> is	5-year contract on “as and when required” basis. Delivery dates are indicated on each purchase order
11.2(5)	The Goods Information is in	the document called ‘Goods Information’ in Part 3 of this contract.

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

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11.2(8)	The <i>goods</i> are	Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years, as fully described in the Scope of Work
12.2	The <i>law of the contract</i> is	South African Law
13.2	The <i>period for reply</i> is	2 weeks
15.1	The <i>premises</i> are	Limlanga Cluster, various medical centres
23.1	The <i>Employer</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	as and when needed – Official SAP Purchase Order
23.1	If the <i>goods</i> are instructed by Batch Order, the batch order interval is the end date is the quantity range of <i>goods</i> in a batch is	Official SAP Purchase Order as needed End of Contract Varies
30.1	The <i>starting date</i> is; End date is;	To be communicated
41.1	The <i>defects date</i> is	2 weeks after Delivery
42.2	The period for the correction of Defects after Delivery is	2 weeks
50.1	The <i>assessment day</i> is the	between the 25th day of each successive month
50.5	The <i>delay damages</i> are	R500.00 per day to a maximum of R10 000.00
51.2	The interest rate on late payment is	
86.1	The <i>Supplier's</i> liability to the <i>Employer</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Zero
93.1	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).
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is:	Arbitration

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If the *tribunal* is arbitration, 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.

Data for Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	The rates/prices will be fixed and firm for the first 12 months and thereafter be adjusted in accordance with CPI annually throughout the duration of the contract.	
X2	Changes in the law		
X2.1	A change in the law	is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of medicine and pharmaceutical consumables	amount per day Depending to demand
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount R 1000.00/ day	performance level medicine and pharmaceutical consumables
Z	The <i>additional conditions of contract</i> are		Z1 to Z12 always apply for Eskom

Z1 Cession delegation and assignment

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

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Tenderer* 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 *Tenderer* 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 *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, 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 *Tenderer* on their behalf.

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

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

- Z3.1 Where a change in the *Tenderer's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Tenderer's* B-BBEE status, the *Tenderer* notifies the *Employer* within seven days of the change.
- Z3.2 The *Tenderer* 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 *Tenderer's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Tenderer's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Tenderer* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* 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 *Tenderer*, 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 *Tenderer's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Tenderer* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Tenderer's* obligation to Provide the Goods and Services if the *Tenderer* (or any member of the *Tenderer* where the *Tenderer* 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 *Employer* or other people or organisations and including in circumstances where the *Tenderer* or any such member is removed from the an approved vendor data base of the *Employer* 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 *Tenderer* 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 *Tenderer*, enters the public domain or to information which was already in the possession of the *Tenderer* at the time of disclosure (evidenced by written records in existence at that time). Should the *Tenderer* disclose information to Others in terms of clause 23.1, the *Tenderer* ensures that the provisions of this clause are complied with by the recipient.

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- Z5.2 If the *Tenderer* 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 *Tenderer* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Tenderer*, to the extent permitted by law prior to disclosure, notifies the *Employer* 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 *Tenderer* 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 *Employer*.
- Z5.5 The *Tenderer* 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 *Tenderer* 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 *Tenderer*:

- 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 *Tenderer's* direction and control, likewise observe and comply with the foregoing.

- Z7.2 The *Tenderer*, 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 *Tenderer'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 *Tenderer* provides the *Employer* with a tax invoice in accordance with the *Employer'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 *Tenderer* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in

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time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Tenderer* (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 *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 As per the conditions of the NEC3 Supply Short Contract (April 2013).

Z10 Employer's limitation of liability

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

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

Z11 Termination

Z11.1 As per the conditions of the NEC3 Supply Short Contract (April 2013).

Z12 Addition to secondary Option X7 Delay damages

Z12.1 If the amount due for the *Tenderer's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may terminate the *Tenderer'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.

Z13 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,

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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.

- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 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.

Annexure A: Supply Requirements

The Supply Requirements for this contract;

As per attached scope of work.

Annexure B: Insurance provided by the Employer

These notes are provided as guidance to Contracting tenderers and the Tenderer about the insurance provided by the Employer. These notes are not part of this contract. The Tenderer 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 *Employer*) 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;

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- 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 *Tenderer* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Tenderer* need not provide such insurance even if the INCOTERM requires it and Contracting tenderers should 'discount' their prices when Contracting to allow for this provision by the *Employer* (Eskom).

Tenderer's liability for damage to the Employer's property

Whilst this is a liability the *Tenderer* carries and should cover (if he is required to deliver the *goods* to the *Employer's* premises) his liability is limited to the amount of cover provided to the *Employer* within his assets policy. This amount varies depending on the Division within Eskom to which the *Tenderer* 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 *Tenderer'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 *Tenderer* provides all other insurance for his risks. The *Tenderer* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Tenderer* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Tenderer* (and/or his professional consultant) for those sums which the *Tenderer* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Tenderer* / 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 *Tenderer* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

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

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

For any further explanation of insurance requirements Contracting tenderers 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:

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C1.2 Contract Data

Part two - Data provided by the *Tenderer*

Clause	Statement	Data						
10.1	The <i>Tenderer</i> is (Name): Address Tel No. Fax No.							
11.2(8)	The Goods Information for the <i>Tenderer’s</i> design is in:							
11.2(11)	The Contracted total of the Prices is	Rates based contract						
11.2(12)	The <i>price schedule</i> is in:	The attached Price List						
11.2(14)	The following matters will be included in the Risk Register	Medication reaching expiry shelf life Poor cold chain management Late delivery time						
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A						
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="0"> <tr> <td></td> <td><i>goods and services</i></td> <td><i>delivery date</i></td> </tr> <tr> <td>1</td> <td>On “as and when required” basis</td> <td>As per Task Order</td> </tr> </table>		<i>goods and services</i>	<i>delivery date</i>	1	On “as and when required” basis	As per Task Order
	<i>goods and services</i>	<i>delivery date</i>						
1	On “as and when required” basis	As per Task Order						
31.1	The programme identified in the Contract Data is contained in:							
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	Rates based contract						

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C1.3 Forms of Securities

Pro formas for Bonds & Guarantees- **NOT APPLICABLE TO THIS CONTRACT**

For use with the NEC3 Supply Short Contract (SSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14 Advanced payment to the *Tenderer*

These Options require a bond or guarantee "in the form set out in the Goods Information".

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto it's letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

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PART 2: PRICING DATA
NEC3 Supply Short Contract

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

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C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Short Contract, (SSC3) core clauses states:

Identified and defined terms	11 11.2	<p>(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.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Tenderer</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Tenderer</i> has completed by the rate, • plus other amounts to be paid to the <i>Tenderer</i>, • less amounts to be paid by or retained from the <i>Tenderer</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Tenderer</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.

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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 *Tenderer* Provides the Goods and Services in accordance with the Goods Information". Hence the *Tenderer* 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 *Employer* and the Contracting tenderer 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 Contracting tenderer 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 *Tenderer'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 Contracted 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 *Tenderer* estimated at time of Contract. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Tenderer* 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 *Employer* or the Contracting tenderer.

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

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

If the *Tenderer* 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.

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C2.2 the *price schedule*

List A- Medication			
Item	Material	Short Description	Unit Price
1	0697297	Adrenaline Amps 10s	
2	698543	Allergex Tabs 4mg (10's) (non-drowsy)	
3	0698547	Aspirin Tabs 150mg Tablets/Box. (30's)	
4	0669560	Allergex Ointment Cream 20g	
5	0699941	Atropine 0.5mg Amps 10's	
6	0697330	Betadine Ointment 25mg	
7	698550	Diclofenac 50mg tabs 10's	
8	698544	Cloпамon Injections 10mg	
9	0698533	Dextrose 50% 20ml Vial	
10	0671944	Dextrose 5% Litre	
11	0697294	Duolin Respules Adult 20's	
12	698535	Hepatitis A Vaccination 0.5ml Single Dose	
13	0690526	Hepatitis B Vaccination 0.5ml Single Dose	
14	690522	Hyospamol Injections 10mg/MI	
15	698537	Hyoscine Hydrobromide (Buscopan) 10mg Pills (10's)	
16	698561	Spersallerg Eye Drops 10mls	
17	0697289	Gastron 2mg (6 In a Box)	
18	0698545	Metoclopramide Tablet 10mg 20's	
19	698546	Mepiramine Maleate inj 50mg/vial	
20	0705263	N/Saline 200ml	
21	0705262	N/Saline 1000ml	
22	0698549	Paracetamol Tablets(1000/Bottle	
23	698576	Ringers Lactate 1000ml	
24	0698552	Salbutamol Inhaler 200doses	
25	0698541	Solucortef 100mg /2ml Injection	
26	698542	Tetanus Toxoid Vaccine 0.5ml	
27	0698559	Methyl Salicylate 25mg Tub	
28	0697383	Diclofenac 75mg Injection 10's	
List B- Consumables			
Item	Material	Short Description	Unit Price
29	0698510	Medical Oxygen In 3L Refill Cylinders	
30	0697261	Accutrend Glucose Strips 50's/Bottle	
31	540165	Adhesive Plaster Non-Allergic 25mm X 3m	
32	0698563	Fabric Adhesive Dressing Strips 2.2cmx6.3cm 100/Box	
33	698564	Fabric Adhesive Dressing Strips H-Plasters 2.2cmx6.3cm 20/Box	
34	0698562	Always Ultra-Pads 20's/Pack	
35	0698478	Bandages - Conform - 50mm X 3m x 12	
36	0698479	Bandages - Conform - 75mm X 3m x12	

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37	0698480	Bandages - Conform - 100mm X 3m x 12	
38	0698481	Bandages - Conform - 150mm X 3m x 12	
39	0698497	Biocide Sachets 30g 50's	
40	0698504	Burn shield 10x10	
41	0698505	Burn shield 20x20	
42	698488	Burn shield 40x60	
43	0698485	Burn shield Blanket	
44	0698511	Burn shield Hydrogel 125g	
45	698498	Cetrimide Solution 100ml	
46	0666443	Urine Multistix Strips 100's Meditest	
47	0698573	Collar & Cuff sling	
48	698488	Neck collar (S) (Neck Splint)	
49	0698489	Neck collar (M,) (Neck Splint)	
50	0698490	Neck collar (L,) (Neck Splint)	
51	0698491	Neck collar (XL,) (Neck Splint)	
52	0698494	Cotton wool Balls (500g)	
53	0698565	Coverplast 2.2cmx6.3cm 50's/Box	
54	698520	Drip Sets 15drop/MI(Adults)	
55	0698566	Elastoplast 25mm/roll	
56	0698567	Elastoplast 50mm/roll	
57	0697258	Elastoplast 75mm /roll	
58	698568	Elastoplast 100mm /roll	
59	0698561	Eye Pads 12s	
60	0698493	Ear Buds 100/Bottle	
61	0540491	First Aid Dressing - Sos 5	
62	0698503	First Aid Dressing - Sos 3	
63	0697282	Gauze 50x50mm (100)	
64	0697283	Gauze 75x75mm (100)	
65	0697284	Gauze 100x100mm (100)	
66	0147513	Gauze Pack Sterile 75 X 75mm (Pack of 5)	
67	0666672	Glucometer Machine	
68	675125	Gloves Large - P/Free Latex Non-Sterile 100s	
69	675126	Gloves X-Large - P/Free Latex Non-Sterile 100s	
70	0675124	Gloves Latex P/free Medium 100s	
71	0675123	Gloves LatexP/free Small 100s	
72	698186	Hgt Strips bottles (For Different Testing Machines)	
73	0698553	Jelco 18g	
74	698554	Jelco 20g	
75	698589	Facial Tissues 200/Box	
76	0698570	LINNEN SAVERS 200's	
77	698526	Microlet Lancets X 200/Box	
78	661793	Nebuliser Masks	
79	0698555	Needles Green = 21G X 38mm box	
80	0698556	Needles Black = 22G X 32mm box	

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81	698569	Opsite 10cm X 12cm	
82	66684	O2 Masks	
83	698486	O2 Nasal Cannula	
84	698476	Plastic Pill Pockets X 1000	
85	704767	Safety Pins 12/Pack	
86	68500	Savlon 2L	
87	698577	Sphygmomanometer Digital	
88	248827	Surgical Scissors	
89	0666673	Steritech Disinfecting Wipes 100/Bottle	
90	0698578	Stethoscopes	
91	698483	Stich Cutter	
92	698580	SYRINGES - 2mls (100/Box)	
93	0698581	SYRINGES - 5mls (100/Box)	
94	0698582	SYRINGES - 10mls (100/Box)	
95	698583	Syringes - 20 Mls Each	
96	698584	Syringes - 50ml Each	
97	0698588	Thermometer Digital Non Touch	
98	698496	Tongue Depressors 100/Box	
99	697252	Triangular Bandages	
100	698590	Tweezer Each	
101	0706782	Webcol Swaps (100)	
102	698523	Welch Allen Globe 03000	
103	698524	Welch Allen Globe 03100	
104	698525	Welch Allen Globe 04900	
105	698521	Wound Dressing Trays- Small	
106	698482	Batteries (C2)	
107	0706781	N95 Mask 20s	
108	0698528	Surgical Mask 20s	
109	698560	Disposable Over Boot 50s	
110	698495	Disposable Overall 50s	
111	698487	Disposable Cap 50s	
112	0698643	Plastic Gown	
113	698509	Face Shield	
114	698501	Hand Sanitizers 5l's	
115	698522	Spyg Cuff+Bag (X-Large, Large)	
116	698517	Urine Specimen Jar 200ml	
117	685094	Batteries Duracell AAA	
118	667280	Batteries Duracell CR 2032	
119	550728	Batteries Duracell AA flat pin	
120	400619	Batteries Duracell ZN Carbon 1.5 VD Large	
121	719094	Cholesterol strips	
122	670335	Cholesterol meter	
123	0665454	Spirometer bacterial filters	

Note: The rates/prices will be fixed and firm for the first 12 months and thereafter be adjusted in accordance with CPI annually throughout the duration of the contract.

Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years.

PART 3: SCOPE OF WORK

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

Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years.

C3.1: EMPLOYER'S GOODS INFORMATION

Overview and purpose of the goods and services

The scope of work / specification for the supply and delivery of medicine and pharmaceutical consumables in LimLanga Cluster was compiled by Thandi Mabuza, Occupational Health Manager, reviewed and signed off by Sonia Malaza, Middle Manager Human Resource Operations.

Specification and description of the goods

The technical requirements and returnable for tenderers of the product (s)

Employer's design

Not applicable

Procedure for submission and acceptance of Tenderer's design

Not applicable

Other requirements of the Tenderer's design

Not applicable

Use of Tenderer's design

Not applicable

Manufacture & fabrication

N/A

SDL & I Objective Criteria

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Job Opportunities

Tenderers to indicate number of jobs to be created and/or retained from this contract

Jobs to be created	Jobs to be retained

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Communities based local to site (villages around site) should be prioritized for employment.

Skills Development

Tenderers are required to propose against the following training initiatives:

Candidates for skills development will be unemployed graduates from FET colleges and matriculants within the areas of supply.

Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Employer's* nomination. Note, *Tenderer* may not restrict *Supply Manager's* right to witness tests per clause 25.2

Other tests and inspections and commissioning in place of use

Not applicable

Operating manuals and maintenance schedules

Not applicable

Supply Requirements

The Supply Requirements for this contract are in scope of works to the Contract Data provided by the *Employer*.

Specification of the services to be provided

As per scope of works.

Constraints on how the *Tenderer* Provides the Goods

Programming constraints

Work to be done by the Delivery Date

As per Task Order

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Marking the goods

Not applicable

Constraints at the delivery place and place of use

None

Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Employer* is aware of the *Tenderer's* need to co-operate with Others (for example where the supply is to one of the *Employer's* contractor's on a project or design of the *goods* needs to be discussed with Others)

Services & other things to be provided by the *Employer* or *Tenderer*

Will be indicated per Task Order

Management meetings

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

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

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

Documentation control

Documents will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

Health and safety risk management

All tenderers shall comply with, but not limited to the following legislation during the period of this contract.

- The National Road Traffic Act (Act 93 of 1996)
- The Hazardous Substance Act (Act 15 of 1973)
- The Occupational, Health and Safety Act (Act 85 of 1993)
- The Environment Conservation Act (Act 73 of 1989)
- The National Environmental Management Act (Act 107 of 1998)
- The National Water Act (Act 36 of 1998)
- The National Waste Management Act (Act 59 of 2008)
- All Environmental Provincial and Local Government laws relevant to the scope of work

All tenderers shall comply with all relevant Eskom procedures but not limited to the following:

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- Waste Management Procedure: EPC 32-245
- The Limpopo Operating Unit (LOU) Waste Management Plan: 240- 84907678
- Safety, Health, Environmental and Quality Policy: 32-727
- Procedure for the Effective Management of Safety, Health and Environmental Related Incidents: 32-95

Ensure that all Health and Safety Plans are updated to include the management of all COVID 19 risks (office and on – site, transportation, during lunch breaks etc.)

Environmental constraints and management

The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Contractor:

- accepts that the Employer may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, 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 works; and
- undertakes, in and about the execution of the works, to comply with the Construction Regulations and 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 Contractor's direction and control, likewise observe and comply with the foregoing.

The Contractor, in and about the execution of the works, 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 Contractor's direction and control, likewise observe and comply with the foregoing.

1. Environmental Policy

Environmental policy signed by top management (CEO / managing director), dated and version controlled.

2. Company organogram

Company's organogram with an environmental representative.

3. Environmental Appointment Letter

Appointment letter of the employee responsible for environmental issues within the company. Appointment letter to be accepted and dated.

4. Environmental related Training

Valid Eskom's Environmental Law Certificate. Must not be expired and required before task execution.

Quality

Specifications

Quality Requirements

The following documents are applicable and need to be referred to when compiling the Quality Requirements submissions;

- 240-105658000 Supplier Quality Management Specification
- 240-126469599 Method Statement template Rev 2

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- 240-68099512 Form A Cat-4 Rev 9
- 240-12248652 Cat-4 Rev 7 List of Tender Returnables

Invoicing and payment

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

The *Tenderer* shall address the tax invoice to *Employer* and include on each invoice the following information:

Name and address of the *Tenderer* and the *Supply Manager*;

The contract number and title;

Tenderer's VAT registration number;

The *Employer'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;

Insurance provided by the *Employer*

As per the Contract Data

Contract change management

Compensation events Process will be followed.

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 *Tenderer* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Tenderer* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Tenderer* by the *Supply*

Manager to receive and accept such bond or guarantee. Such withholding of payment due to the *Tenderer* does not affect the *Employer's* right to termination stated in this contract.

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

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

Procurement

Subcontracting

Preferred subcontractors

Supply and delivery of medicine and pharmaceutical consumables to various Eskom's Medical Centres in the LimLanga Cluster on an "as and when" required basis over a period of 5 years.

SC does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or sub-tenderers the *Tenderer* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular tenderer or group of tenderers in order to comply with operational standards for the *goods*.

Limitations on subcontracting

The *Employer* may require that the *Tenderer* must subcontract certain specialised work, or that the *Tenderer* shall not subcontract more than a specified proportion of the whole of the contract.

Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Employer* may need at or just after delivery or commissioning of the *goods* and that it is best the *Tenderer* provide these initially as part of his Providing the Goods and Services

Other requirements related to procurement

Other requirements such as ASGISA or socio political enhancements the *Tenderer* is to provide as part of Providing the Goods and Services (if any) could be included here.

Cataloguing requirements by the *Tenderer*

Cataloguing is not applicable.

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
Drawings will be available on request		

C3.2 TENDERER'S GOODS INFORMATION

As per the scope of works