



NEC3 Supply

Short Contract (SSC3)

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

and

for **SUPPLY AND DELIVERY OF LEARNER TEACHER SUPPORT MATERIAL BREEDE VALLEY EARLY CHILDHOOD DEVELOPMENT PROGRAMME FOR A PERIOD OF 3 MONTHS**

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

Supply and delivery of 4 Nitrogen Oxide (NOx) analysers for the Air Quality Monitoring Network

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Purchaser 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:			
Name & signature of witness			

Acceptance

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

The terms of the Contract, are contained in:

Part 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 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, 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 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 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 Purchaser 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 Purchaser			
Name & signature of witness		Date	

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Schedule of Deviations

Note:

1. To be completed by the Purchaser 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 Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		

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

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

	For the tenderer:		For the Purchaser
Signature			
Name			
Capacity			
On behalf of			
Name & signature of witness			
Date			

C1.2 Contract Data

Data provided by the *Purchaser*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
	General	
10.1	The <i>Purchaser</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
	Tel No.	+27 11 800 2158
	Fax No.	N/a
	E-mail address	Mosohr@eskom.co.za
11.2(4)	The <i>delivery date</i> is [If the <i>goods</i> are instructed by Batch Order enter the data, "The delivery date is identified in the Batch Order"]	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
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	For the supply and delivery of new air quality equipment and instrumentation.
12.2	The <i>law of the contract</i> is	the Republic of South Africa
13.2	The <i>period for reply</i> is	2 weeks
15.1	The <i>premises</i> are	Eskom Research & Innovation Centre - Rosherville
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	Yes as per task order
30.1	The <i>starting date</i> is.	TBA
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	30 day of each month.
50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	Per task order

51.2	The interest rate on late payment is	[●]% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	[●] for any one event.
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.
	If the <i>tribunal</i> 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.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)^{1 2} and the following additional conditions. [Only enter details here if additional conditions are required, otherwise state 'none']	

Z1	Cession delegation and assignment
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 and the Electricity Distribution Industry.
Z2	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z2.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the

¹ Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

² If the December 2009 edition is being used, replace April 2013 with December 2009

	<i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.
Z2.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Purchaser</i> within thirty days of the notification or as otherwise instructed by the <i>Purchaser</i> .
Z2.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods.
Z2.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are the same as for Reason 3 identified in clause 90.3.
Z3	Waiver and estoppel: Add to clause 12.3:
Z3.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> 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.
Z4	Provision of a Tax Invoice and interest. Add to clause 51
Z4.1	The <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Purchaser's</i> procedures stated in the Goods Information, showing the correctly assessed amount due.
Z4.2	If the <i>Supplier</i> does not provide a tax invoice by the time required in this contract for his assessment of each amount due, the time by when the <i>Purchaser</i> 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 <i>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z4.3	The <i>Supplier</i> (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 <i>Purchaser's</i> VAT number 4740101508 on each invoice he submits for payment.
Z5	<i>Purchaser's</i> limitation of liability
Z5.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z5.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the <i>Purchaser's</i> liability under the indemnity is limited.
Z6	Termination: Add to clause 90.2 before (Reason 1)
Z6.1	or had a judicial management order granted against it.
Z7	Addition to clause 50.5
Z7.1	If the amount due for the <i>Supplier's</i> payment of <i>delay damages</i> reaches the limits stated in this Contract Data (if any), the <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.
Z8	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z8.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z8.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> 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 <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the Services for this reason.
Z8.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z8.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

Z9 Insurance

Replace condition of contract 84 with the following:

Insurance cover	84		
	84.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.	
	84.2	The <i>Supplier</i> provides the insurances in this Insurance Table A from the <i>starting date</i> until Delivery and against any risks he carries under this contract between Delivery and the <i>defects date</i> .	
		<u>INSURANCE TABLE A</u>	
		Insurance against	Minimum amount of cover or minimum limit of indemnity
		Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance.

			The <i>Purchaser's</i> policy deductible as at contract date where covered by the <i>Purchaser's</i> insurance.
		Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<p><u>Loss of or damage to property</u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
		Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
Z10 Nuclear Liability			
Z10.1	The <i>Purchaser</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.		
Z10.2	The <i>Purchaser</i> is solely responsible for and indemnifies the <i>Supplier</i> or any other person against any and all liabilities which the <i>Supplier</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Supplier</i> or any other person or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .		
Z10.3	Subject to clause Z10.4 below, the <i>Purchaser</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Supplier</i> or any other person, or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .		
Z10.4	The <i>Purchaser</i> does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.		
Z10.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.		

Z11	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.

AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z11.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z11.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z11.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z11.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z11.5	The <i>Supplier's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z11.6	The <i>Supplier</i> continues to Provide the Services, without additional control measures presented, on

	presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
Z11.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

Data provided by the *Supplier* (the *Supplier's Offer*)

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	
	Address	
	Tel No. Cell	
	E-mail address	
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	[•]%

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

C2.2 Price Schedule

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

Line item	Product	Quantity	Unit Price	Total Amounts
1	Large Kiddies tables - Various Colours	212		
2	Junior Armless Kiddies Chair- Various Colours	442		
3	Birthday Chart (A3)	51		
4	Weather Chart (A3)	51		
5	Number Chart (1-20) (A3)	51		
6	Star Chart (A3)	51		
7	Shapes Chart (A3)	51		
8	Theme Chart (My Body, Animals, Transport, Fruits and Vegetables (A3)	295		
9	Bookshelf (Book corner narrow - 900 x 900 x 280)	56		
10	Sets of children's books (Assorted children reading books)	56		
11	Carpet (Story timemats - 1.8m x 2m)	56		
12	Balls different shapes, sizes and textures	108		
13	Skipping ropes - wooden and plastic handles	118		
14	Bean bags - heavy duty in primary colours	108		
15	Frisbees	110		
16	Skittles	110		
17	Roll a ball - wood - with ball	60		
18	Baby walker with blocks	60		
19	Hoola Hoops	118		
20	Balancing Beams	66		
21	Fridge (Kids wooden fridge - 40.5 x 34.5 x 79.5)	57		
22	Stove (kids wooden stove - double doors with colour accents)	57		
23	Microwave (kids Wooden microwave 38 x 31 x 10)	57		
24	Storage Cupboard (kids wooden cupboard - 40.5 x 34.5 x 79.5)	57		

25	Baby Cot (Mini toy crib)	57		
26	2 Black dolls 40cm (boy and girl)	55		
27	Kitchen set - cups saucers, plates, forks, knives, spoons, jugs, milk and sugar, (40pc dinner set on tray)	55		
28	1kg sets of powder paints (red, blue, green, and yellow)	109		
29	Colouring pencils (12 crayons per box)	110		
30	Jumbo wax crayons (12 crayons per box)	165		
31	boxes of HB pencil (10 pencils per box)	60		
32	Play Dough in red, blue, yellow and green	110		
33	Sets of paint brushes (various sizes)	110		
34	4-, 6-, and 12-piece puzzles	34		
35	Children scissors (blunt point - 12cm x 1.2mm)	35		
36	Construction sets (max 57 blocks)	36		
37	First Aid Kit	37		
38	Cot bed (wooden std size 1.2m x 0.6m) + Mattresses (PVC covered 66 x	38		
39	Blanket (Cot size) (cotton baby blanket - 80 x 110cm)	39		
40	Jungle Gym as seen below with the following accessories: The Basic TheDouble Up, The Swing, The Step UP, Climbing Wall, 2 x Chain Swing, Ramp, Fireman's Pole	4		
41	Mattresses (Blue Std PVC covered mattress - 1170 x 560 x 60cm)	257		
42	Blankets (3/4 mink blanket - 180 x 200cm)	233		
43	Deep Freezer 207Litre			
44	9kg Gas Cylinder	4		
45	Gas Stove (3 Burner)	4		

48	4 Plate Electric Stove	9		
47	Fridge 226L	8		
48	30 Litre Microwave	5		
49	Plastic Cups (flexo kiddies mug - with handles eg: green , yellow, blue etc)	75		
50	Plastic Plates (kiddies rainbow plates 18 x 18)	684		
51	Plastic Spoons (large white)	609		
52	20Litre Pots	29		
53	10 Litre Pots	2		
54	Fire Extinguisher - Dry Powder 4,5kg	4		
55	Delivery at various sites in Breede Valley and Oudtshoorn Local Municipal Areas as per attached schedule	22		
Total Amount excluding VAT				
Total amount including discount but excluding VAT				
Total amount including 15%VAT				

Total of the Prices excluding VAT

C3: Scope of Work

C3.1 Goods Information

1. SCOPE OF WORK

Supply and delivery of Learner Teacher Support Material Breede Valley Early Childhood Development Programme

2. Specification of Product or Goods

No:	Name of ECD	Location
1.	Sinethemba Care Centre	Worcester
2.	Iziboneli Christian Educare Centre	Worcester
3.	Zanokhanyo Pre Primary School	Worcester
4.	Charles and Catherine Scheepers Educare	Worcester
5.	Siyahluma Creche and After Care	Worcester
6.	Lukhanyo Home Care and After Care	Worcester
7.	Siphumelele Educare Centre	Worcester
8.	Emmanuel Educare	Touwsrivier
9.	Likhoni Langa Care Centre	Robertson
10	Ikhayalabantwana Educare Centre	Robertson
11	Sonstraaltjie Kleuterskool	Nelspoort
12	Donald Duck Cum-Creche	Laingsburg
13	Eben-Heazer Centre	Beaufort West
14	Khanyisa Educare Center	Beaufort West
15	Aaaqueelah's Day Care Centre	Beaufort West
16	Vela Creche	Beaufort West
17	Combat Edu-Care Centre	Murraysburg
18	Murraysburg Community Creche	Murraysburg
19	Mickey Mouse Creche	Oudtshoorn
20	Nomonde Creche	Oudtshoorn
21	Vredelust Nasorg Sentrum	De Rust
22	Sonstraal Speelgroep	De Rust

Scope of work Description

Below scope of work as per attached bill of quantities to cover the following requirement for 22 ECD's:

- i) Table-Top Activity (PRIMARY COLOURS – RED, GREEN, YELLOW, BLUE)
 - Jolly Chairs
 - Jolly Tables
- ii) Ring Area (Start of the day. Morning gatherings place teacher and children talk about weather, day of the week, birthdays, date, feelings, emotions)
 - Birthday Chart
 - Weather Chart
 - Number's Chart (1-20)
 - Star Chart
 - Shapes Chart (Circle, Triangle, Square, Rectangle)
 - Theme Chart (My Body, Animals, Transport, Fruits and Vegetables)
- iii) Book Area (Story reading for learners. Learners must be seated on the carpet when teacher is reading for them).
 - Bookshelf
 - Sets of children's books
 - Carpet
- iv) Gross Motor Area (All these tools are meant to build the big muscles of the learners through play)
 - Balls different shapes, sizes and textures
 - Skipping ropes- wooden and plastic handles
 - Bean bags- heavy duty in primary colours,
 - Frisbees
 - Skittles
 - Roll a ball- wood- with ball
 - Baby walker with blocks
 - Hoola Hoops
 - Balancing Beams
- v) Fantasy Area (This is where the different skills are being taught eg: colours, encouraging sharing and leadership)
 - Fridge
 - Stove
 - Microwave
 - Storage Cupboard
 - Baby cot
 - 2 Black dolls 40cm (boy and girl)
 - Kitchen set- cups, saucers, plates, forks, knives, spoons, jugs, milk and sugar

vi) Fine Motor (Learning the different shapes, colours using of fine muscles (fingers, hands) and building those small muscles. Holding of pens, pencils and crayons)

• 1 kg sets of powder paints (red, blue, green and yellow)

- Coloring pencils (12 crayons per box)
- Jumbo wax crayons (12 crayons per box)
- 2 boxes of HB pencils (10 pencils per box)
- Play Dough in red, blue, yellow and green
- Sets of paint brushes
- 4,6 and 12 piece puzzles
- Children scissors
- Construction sets
- First Aid kit
- Cot bed + Mattresses – (for sick bay)
- Blanket (cot size)

ii) **Outdoor Play Area (Building of big and all body muscles through play outdoors)**

- Jungle Gym with the following accessories The Basic

The Double Up The Swing
The Step Up Climbing Wall
2 X Chain Swing Ramp
Fireman's Pole, etc.

Supply and delivery of the learner teacher support material (table-top activity, ring area, book area, gross motor area, fantasy area, fine motor, outdoor play and kitchen equipment) to 22 centres.

Item	Description	Quantity
1	Large Kiddies tables - Various Colours	212
2	Junior Armless Kiddies Chair- Various Colours	442
3	Birthday Chart (A3)	51

4	Weather Chart (A3)	51
5	Number Chart (1-20) (A3)	51
6	Star Chart (A3)	51
7	Shapes Chart (A3)	51
8	Theme Chart (My Body, Animals, Transport, Fruits and Vegetables (A3)	295
9	Bookshelf (Book corner narrow - 900 x 900 x 280)	56
10	Sets of children's books (Assorted children reading books)	56
11	Carpet (Story timemats - 1.8m x 2m)	56
12	Balls different shapes, sizes and textures	108
13	Skipping ropes - wooden and plastic handles	118
14	Bean bags - heavy duty in primary colours	108
15	Frisbees	110
16	Skittles	110

17	Roll a ball - wood - with ball	60
18	Baby walker with blocks	60
19	Hoola Hoops	118
20	Balancing Beams	66
21	Fridge (Kids wooden fridge - 40.5 x 34.5 x 79.5)	57
22	Stove (kids wooden stove - double doors with colour accents)	57
23	Microwave (kids Wooden microwave 38 x 31 x 10)	57
24	Storage Cupboard (kids wooden cupboard - 40.5 x 34.5 x 79.5)	57
25	Baby Cot (Mini toy crib)	57
26	2 Black dolls 40cm (boy and girl)	55
27	Kitchen set - cups saucers, plates, forks, knives, spoons, jugs, milk and sugar, (40pc dinner set on tray)	55
28	1kg sets of powder paints (red, blue, green, and yellow)	109
29	Colouring pencils (12 crayons per box)	110
30	Jumbo wax crayons (12 crayons per box)	165
31	boxes of HB pencil (10 pencils per box)	60
32	Play Dough in red, blue, yellow and green	110
33	Sets of paint brushes (various sizes)	110
34	4-, 6-, and 12-piece puzzles	110
35	Children scissors (blunt point - 12cm x 1.2mm)	228
36	Construction sets (max 57 blocks)	114
37	First Aid Kit	60
38	Cot bed (wooden std size 1.2m x 0.6m) + Mattresses (PVC covered 66 x 6m) for sick bay	59
39	Blanket (Cot size) (cotton baby blanket - 80 x 110cm)	39
40	Jungle Gym as seen below with the following accessories: The Basic The Double Up, The Swing, The Step UP, Climbing Wall, 2 x Chain Swing, Ramp, Fireman's Pole	4
41	Mattresses (Blue Std PVC covered mattress - 1170 x 560 x 60cm)	257
42	Blankets (3/4 mink blanket - 180 x 200cm)	233
43	Deep Freezer 207Litre	
44	9kg Gas Cylinder	4
45	Gas Stove (3 Burner)	4
48	4 Plate Electric Stove	9
47	Fridge 226L	8
48	30 Litre Microwave	5
49	Plastic Cups (flexo kiddies mug - with handles eg: green , yellow, blue etc)	75
50	Plastic Plates (kiddies rainbow plates 18 x 18)	684
51	Plastic Spoons (large white)	609
52	20Litre Pots	29
53	10 Litre Pots	2
54	Fire Extinguisher - Dry Powder 4,5kg	4
55	Delivery at various sites in Breede Valley and Oudtshoorn Local	22

	Municipal Areas as per attached schedule	

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number [•]

Batch Order No. [•]

Date

To: [•].....
 (*Supplier*)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)