



NEC3 Supply Contract (SC3)

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

and

(Reg No. _____)

for **The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.**

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C1.1 Form of Offer & Acceptance

Offer

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

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

The tenderer, identified in the Offer signature block, has

<i>Either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>Or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

	The offered total of the Prices exclusive of VAT is	Rates Based
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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)

Capacity

**for the
Purchaser**

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

	For the tenderer:	For the Purchaser
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (Reg No: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	Not Applicable
10.1	The <i>Supply Manager</i> is (name):	
	Address	Eskom Head Office Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel	011 800 4000
	Fax	Not Applicable
	e-mail	
11.2(13)	The <i>goods</i> are	Security Uniform and PPE
11.2(13)	The <i>services</i> are	The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a

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

Period of Three (3) Years.

11.2(14)	The following matters will be included in the Risk Register	Delays in meeting delivery schedule Poor Quality of products						
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.						
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data						
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	One (1) week						
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.						
3	Time							
30.1	The <i>starting date</i> is.							
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="1"> <thead> <tr> <th>goods and services</th> <th>delivery date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>To be specified in the batch order</td> </tr> <tr> <td></td> <td>To be specified in the batch order</td> </tr> </tbody> </table>	goods and services	delivery date	1	To be specified in the batch order		To be specified in the batch order
goods and services	delivery date							
1	To be specified in the batch order							
	To be specified in the batch order							
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.							
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	(1) week of the Contract Date.						
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	One (1) week.						
4	Testing and defects							
42	The <i>defects date</i> is	Twelve (12) weeks after Delivery.						
43.2	The <i>defect correction period</i> is	Two (2) weeks						
5	Payment							
50.1	The <i>assessment interval</i> is	between the 20th day of each successive month.						
51.1	The <i>currency of this contract</i> is the	South African Rand						
51.2	The period within which payments are made is	30 days after the invoice						

51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	N/A
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable)

		relevant to the event and
		(2) for all other existing Purchaser's property, the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R0.00
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R0.00
88.5	The <i>end of liability date</i> is	Not Applicable
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	Johannesburg
94.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

10	Data for Option clauses		
X1	Price adjustment for inflation		
X2	Changes in the law		
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Items as specified in the batch order	5% of the line-item value
Z	The additional conditions of contract are		Z1 to Z15 always apply for Eskom
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.		
Z2	Joint ventures		
Z2.1	If the <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.		
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.		
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.		
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		
Z3.1	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 <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.		
Z3.2	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>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .		
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract		

Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any

other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Supply Requirements

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

Group	Category	Term	Delivery Place
E	Departure	EXW	For the foreign portion

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

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

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

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

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	Supplier to ensure the goods are transported in accordance with the requirements for transporting hazardous/dangerous goods. All products must have an indicated batch/lot number and expiry date which can be audited to the Certificate of Analysis (CoA). All chemicals must be supplied with an Safety data sheet (SDS) and Certificate of analysis (CoA). The expiry date of the chemicals supplied must not be within 6 months of the delivery date.	
2. The requirements for transport are	Not Applicable	
3. The delivery place is	Eskom Real Estate sites (Megawatt Park, Eskom Academy of Learning, Eskom Research and Innovation Centre and Lephalale Land Management sites – Grootvallei)	
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	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Checking if the goods are correct and compliant with Eskom Standards	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	Not Applicable
	Undertake import requirements	Purchaser
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the	

	importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

All other information NOT pertinent to the above is given in the balance of the Goods Information
Annexure B: Insurance provided by the Purchaser.

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:

- R15 million for Generation 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].

Professional Indemnity: 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 **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier'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 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_

63.2 *The percentage for overheads and profit added to the Defined Cost is* **0%**

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

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

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

Identified and defined terms

11

11.2

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *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 *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

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*

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

Refer to the attached spreadsheet

Eskom Real Estate: Security Uniform Cost

Item	Material	Short Text	Order Unit
10		Blazers Size 36, S	EA
20		Blazers Size 38, M	EA
30		Blazers Size 40, L	EA
40		Blazers Size 42, X	EA
50		Blazers Size 44, 2	EA
60		Blazers Size 46, 3	EA
70		Blazers Size 48, 4	EA
80		Winter Jackets Siz	EA
90		Winter Jackets Siz	EA
100		Winter Jackets Siz	EA
110		Winter Jackets Siz	EA
120		Winter Jackets Siz	EA
130		Winter Jackets Siz	EA
140		Winter Jackets Siz	EA
150		Jerseys (Flat Stitch	EA
160		Jerseys (Flat Stitch	EA
170		Jerseys (Flat Stitch	EA
180		Jerseys (Flat Stitch	EA
190		Jerseys (Flat Stitch	EA
200		Jerseys (Flat Stitch	EA
210		Jerseys (Flat Stitch	EA
220		Men's Pullovers Si	EA
230		Men's Pullovers Si	EA
240		Men's Pullovers Si	EA
250		Men's Pullovers Si	EA
260		Men's Pullovers Si	EA
270		Men's Pullovers Si	EA
280		Men's Pullovers Si	EA
290		Men's Pullovers Si	EA
300		Men's Trousers Siz	EA
310		Men's Trousers Siz	EA
320		Men's Trousers Siz	EA
330		Men's Trousers Siz	EA
340		Men's Trousers Siz	EA
350		Men's Trousers Siz	EA
360		Men's Trousers Siz	EA
370		Men's Trousers Siz	EA
380		Men's Long-Sleeve	EA
390		Men's Long-Sleeve	EA
400		Men's Long-Sleeve	EA
410		Men's Long-Sleeve	EA
420		Men's Long-Sleeve	EA
430		Men's Long-Sleeve	EA
440		Men's Short Sleeve	EA
450		Men's Short Sleeve	EA
460		Men's Short Sleeve	EA
470		Men's Short Sleeve	EA
480		Men's Short Sleeve	EA
490		Men's Belts Size S	EA
500		Men's Belts Size M	EA
510		Men's Belts Size L	EA
520		Men's Belts Size X	EA
530		Men's Belts Size 2	EA
540		Men's Belts Size 3	EA
550		Men's Belts Size 4	EA
560		Shoes Size 4	EA
570		Shoes Size 5	EA
580		Shoes Size 6	EA
590		Shoes Size 7	EA
600		Shoes Size 8	EA
610		Shoes Size 9	EA
620		Shoes Size 10	EA
630		Shoes Size 11	EA
640		Shoes Size 12	EA
650		Half Hose Men's S	EA
660		Raincoats Size Sm	EA
670		Raincoats Size Me	EA
680		Raincoats Size Lar	EA
690		Raincoats Size XL	EA
700		Raincoats Size 2X	EA

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

710		Raincoats Size 3X	EA
720		Raincoats Size 4X	EA
730		Raincoats Size 5X	EA
740		Name Plates (gold	EA
750		Baseball Caps Siz	EA
760		Baseball Caps Siz	EA
770		Baseball Caps Siz	EA
780		Baseball Caps Siz	EA
790		Baseball Caps Siz	EA
800		Baseball Caps Siz	EA
810		Ties	EA
820		Holsters	EA
830		Scarfs (winter)	EA
840		Gloves	EA
850		Beanies	EA
860		Ladies Coats Size	EA
870		Ladies Coats Size	EA
880		Ladies Coats Size	EA
890		Ladies Coats Size	EA
900		Ladies Coats Size	EA
910		Ladies Coats Size	EA
920		Ladies Coats Size	EA
930		Ladies Cardigans /	EA
940		Ladies Cardigans /	EA
950		Ladies Cardigans /	EA
960		Ladies Cardigans /	EA
970		Ladies Cardigans /	EA
980		Ladies Cardigans /	EA
990		Ladies Cardigans /	EA
1000		Ladies Skirts Size	EA
1010		Ladies Skirts Size	EA
1020		Ladies Skirts Size	EA
1030		Ladies Skirts Size	EA
1040		Ladies Skirts Size	EA
1050		Ladies Skirts Size	EA
1060		Ladies Skirts Size	EA
1070		Ladies Skirts Size	EA
1080		Long Sleeved Blou	EA
1090		Long Sleeved Blou	EA
1100		Long Sleeved Blou	EA
1110		Long Sleeved Blou	EA
1120		Long Sleeved Blou	EA
1130		Long Sleeved Blou	EA
1140		Long Sleeved Blou	EA
1150		Short Sleeved Bio	EA
1160		Ladies Short Sleeve	EA
1170		Ladies Short Sleeve	EA
1180		Ladies Short Sleeve	EA
1190		Ladies Short Sleeve	EA
1200		Ladies Short Sleeve	EA
1210		Ladies Short Sleeve	EA
1220		Ladies Short Sleeve	EA
1230		Ladies Trousers Si	EA
1240		Ladies Trousers Si	EA
1250		Ladies Trousers Si	EA
1260		Ladies Trousers Si	EA
1270		Ladies Trousers Si	EA
1280		Ladies Trousers Si	EA
1290		Ladies Trousers Si	EA
1300		Ladies Trousers Si	EA
1310		Ladies Trousers Si	EA
1320		Shoes Size 4	EA
1330		Shoes Size 5	EA
1340		Shoes Size 6	EA
1350		Shoes Size 7	EA
1360		Shoes Size 8	EA
1370		Handbags	EA
1380		Scarfs	EA
1390		Ladies Belts Size	EA
1400		Ladies Belts Size	EA
1410		Ladies Belts Size L	EA
1420		Ladies Belts Size	EA
1430		Ladies Belts Size 2	EA
1440		Ladies Belts Size 3	EA
1450		Ladies Belts Size 4	EA
860		Combat Jackets 3	EA
870		Combat Jackets 3	EA
880		Combat Jackets 4	EA

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

890		Combat Jackets 4	EA
900		Combat Jackets 4	EA
910		Combat Jackets 4	EA
920		Combat Jackets 4	EA
930		Combat Trousers	EA
940		Combat Trousers	EA
950		Combat Trousers	EA
960		Combat Trousers	EA
970		Combat Trousers	EA
980		Combat Trousers	EA
990		Combat Trousers	EA
1000		Combat Trousers	EA
1010		Combat Long-Slee	EA
1020		Combat Long-Slee	EA
1030		Combat Long-Slee	EA
1040		Combat Long-Slee	EA
1050		Combat Long-Slee	EA
1060		Combat Long-Slee	EA
1070		Combat Long-Slee	EA
1080		Combat Short-Slee	EA
1090		Combat Short-Slee	EA
1100		Combat Short-Slee	EA
1110		Combat Short-Slee	EA
1120		Combat Short-Slee	EA
1130		Jerseys A85	EA
1140		Jerseys A86	EA
1150		Jerseys A87	EA
1160		Jerseys A88	EA
1170		Jerseys A89	EA
1180		Jerseys A90	EA
1190		Jerseys A91	EA
1200		Half Hose Men's S	EA
1210		Men's Combat Boo	EA
1220		Men's Combat Boo	EA
1230		Men's Combat Boo	EA
1240		Men's Combat Boo	EA
1250		Men's Combat Boo	EA
1260		Men's Combat Boo	EA
1270		Men's Combat Boo	EA
1280		Men's Combat Boo	EA
1290		Women's Combat	EA
1300		Women's Combat	EA
1310		Women's Combat	EA
1320		Women's Combat	EA
1330		Women's Combat	EA
1340		Combat Belts Size	EA
1350		Combat Belts Size	EA
1360		Combat Belts Size	EA
1370		Combat Belts Size	EA
1380		Combat Belts Size	EA
1390		Combat Belts Size	EA
1400		Combat Belts Size	EA
1410		Combat Belts Size	EA
1420		Two Piece Overall	EA
1430		Two Piece Overall	EA
1440		Two Piece Overall	EA
1450		Two Piece Overall	EA
1460		Two Piece Overall	EA
1470		Two Piece Overall	EA
1480		Two Piece Overall	EA
1490		Two Piece Overall	EA
1500		Bush Hats Size S	EA
1510		Bush Hats Size Me	EA
1520		Bush Hats Size La	EA
1530		Bush Hats Size XL	EA
1540		Bush Hats Size ZX	EA
1550		Bush Hats Size 3X	EA
1560		Double Magazine	EA

PART 3: SCOPE OF WORK

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an “As and When Required” Basis for a Period of Three (3) Years.

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

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

C3.1: PURCHASER'S GOODS INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Reference, → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained. Alternatively, just update the table below when the drafting of the Goods Information is complete by clicking on 'References' then 'Update Table' then 'Update entire table'

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The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

1. Overview and purpose of the goods and services

- | |
|--|
| <ul style="list-style-type: none"> Supply and Deliver at any Eskom Real Estate site.as and when required basis. |
|--|

1.1 Executive overview

- Eskom, as a state-owned entity, needs to ensure that all Eskom employees are timeously issued with required Security Uniform and personal protective equipment (PPE) when executing their daily duties where applicable as mandated by the PSIRA Act, No 56 of 2001 and Occupational Health & Safety Act, Act 85 of 1995 & its applicable regulations and Eskom policies. Eskom Real Estate as a Divisions endeavour to comply with all the applicable regulations and issue their Security employees with high-quality uniform.

2. Specification and description of the goods

2.1.1 Description of the service

2.2 Employer's requirements for the service

2.2.1 SCOPE AND SPECIFICATIONS FOR THE SUPPLY SERVICES

- To Supply and Deliver at any Eskom Real Estate site.
- Eskom Security branded Corporate and combat Uniform for all Eskom Real Estate sites security departments and employees as per applicable Eskom Standard. over the period of thirty-six (36) months from 01 July 2026 – 30 June 2029.
- Eskom Security branded Corporate, combat Uniform and accessories for Eskom Real Estate Security Personnel at Corporate Facilities for the duration of three years as and when ordered by Eskom Real Estate Security departments.
- Ensure all Uniform, Equipment & Accessories supplied is compliant to Eskom's Security Uniform Standard and PSIRA requirements.
- Supply and deliver equipment that is in line with applicable SANS requirements.
- The Supplier shall ensure that all safety regulations and measures are applied and enforced during the execution of the contract.
- All goods and items supplied must be in line with Eskom' Uniform, Equipment and Accessories for Eskom Security Personnel Standard (240 -58449970).

N.B Uniform list attached.

CONTINGENCY PLANS

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

The supplier must have contingency plans in place to cover the following scenarios:

- Theft in progress
- Hi-jacking
- Vehicle Breakdown
- Vehicle Accidents
- Bad Weather conditions (e.g. rainstorms, flooding, etc.)

APPENDIX 1 Schedule of Penalties

Item	Deficiency	1 st offence	2 nd offence	3 rd offence
1	Uniform not delivered in time	Verbal warning	Written notification of non-compliance (<i>Eskom Project Manager must call for a meeting with the security contractor owners</i>).	Eskom Project Manager must call for a meeting with the security contractor owners. And issue a final non-compliance notice.
2	Shortage of uniform supplied	Verbal warning	Written notification of non-compliance	<i>Eskom Project Manager must call for a meeting with the security contractor owners.</i> And issue a final non-compliance notice.
3	Refusal to comply with lawful instructions	Verbal warning	Written notification of non-compliance	Eskom Project Manager must call for a meeting with the security contractor owners. And issue a final non-compliance notice
4	Theft of any ERE Security equipment or Uniform or any other item of value	No final warning, the employee will be arrested and hand over to SAPS and case will be registered for criminal investigation	Written notification of non-compliance	The contractor will be liable for payment losses of all equipment

2.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ERIC	Eskom Research and Innovation Centre
EAL	Eskom Academy of Learning
MWP	Megawatt Park
ERE	Eskom Real Estate

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2.4 Purchaser's design

Not Applicable

2.5 Procedure for submission and acceptance of Supplier's design

Not Applicable

2.6 Other requirements of the Supplier's design

Not Applicable

2.7 Use of Supplier's design

Not Applicable

2.8 Manufacture & fabrication

Not Applicable

2.9 Factory acceptance testing (FAT)

Not Applicable

2.10 Other tests and inspections and commissioning in place of use

Visual inspection of the goods to be conducted upon delivery of the goods and any defective goods will be returned to the supplier for replacement.

2.11 Operating manuals and maintenance schedules

Not Applicable

3 Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the Purchaser because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

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

4 Specification of the services to be provided

As per the attached Uniform list provided. C2.2

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

Not Applicable

5.2 Work to be done by the Delivery Date

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

As per instruction of the service manager and specified in the task order

5.3 Marking the goods

Not Applicable

5.4 Constraints at the delivery place and place of use

Access to Eskom for delivery is between 08:00 and 16:30, Monday to Friday

5.5 Cooperating with Others

Not Applicable

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

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project kick-off meeting	At a date that will be agreed upon	Eskom Megawatt Park or MS Teams	Employer's representative and Contractor
Risk register and compensation events	Quarterly on site at 09:00	Various Eskom sites	Eskom representative and contractor supervisor
Overall contract progress and feedback	Quarterly onsite at 09:00	Various Eskom sites	<i>Employer, Contractor</i>

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

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

5.8 Documentation control

The security Uniform should be supplied with safety data sheet and a certificate of analysis.

5.9 Health and safety risk management

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

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

5.10 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

5.11 Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

5.12 Invoicing and payment

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

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

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

The contract number and title;

Supplier's VAT registration number;

The *Purchaser's* VAT registration number.

Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

5.13 Insurance provided by the *Purchaser*

As per clause 84.1

5.14 Contract change management

The Supply and Delivery of Security Corporate and Combat Uniforms for Megawatt Park, Eskom Academy of Learning, Grootvallei Nature Reserve and the Eskom Research & Innovation Centre on an "As and When Required" Basis for a Period of Three (3) Years.

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms. Not the same thing as documentation control.

5.15 Provision of bonds and guarantees

Not Applicable

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

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

N/A

6.1.2 Limitations on subcontracting

N/A

6.1.3 Spares and consumables

N/A

Other requirements related to procurement

N/A

Cataloguing requirements by the *Supplier*

List of drawings

Drawings issued by the *Purchaser*

N/A

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	Revision	Title

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C3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, 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.
