



NEC3 Supply Contract (SC3)

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

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

for **Supply and Delivery of Personal Protective
Equipment (PPE) Service Contract for Transmission
Southern Grid on an "as and when required" basis
for a period of three (3) years.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Southern Grid PPE Contract

Supply and delivery of Personnel Protective Equipment (PPE) Contract for Transmission Southern Grid 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	Rate Based
	Value Added Tax @ 15% is	Rate Based
	The offered total of the amount due inclusive of VAT is ¹	Rate Based
	(in words) Rate Based	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and 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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	Not Applicable	Not Applicable
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

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

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
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply 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>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.	[•]
10.1	The <i>Supply Manager</i> is (name):	Zelna Alexander
	Address	Eskom Transmission 120 Henry Street, Westdene Bloemfontein
	Tel	051 404 2102
	Fax	[•]
	e-mail	AlexanZ@eskom.co.za

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

11.2(13)	The <i>goods</i> are	Personnel Protective Equipment (PPE)	
11.2(13)	The <i>services</i> are	Supply and Delivery of Personnel Protective Equipment (PPE) for Transmission Southern Grid	
11.2(14)	The following matters will be included in the Risk Register	N/A	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the 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	1 weeks	
2	The Supplier's 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.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		As and when required	
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.	[no data required]	
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	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	4 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	52 weeks	
42.2	The <i>defects access period</i> is	7 days	
5	Payment		
50.1	The <i>assessment interval</i> is	2nd day of each 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	4 weeks.	

51.4 The *interest rate* is

the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	None
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 <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his	R[•]

	design which are not notified before the last defects date is limited to:	[This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]
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	R[•] [This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the goods and services.

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	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Bloemfontein, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	TBC
	The proportions used to calculate the Price Adjustment Factor are:	

X2 Changes in the law

X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date
X7	Delay damages	
X7.1	Delay damages for Delivery are	0.5% per day up to a maximum of 10% of the total value
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 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 means, as the context requires, the *Supplier*, or any member thereof in the case of a

Party	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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover	84	
	84.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
	84.2	The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, 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 goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Purchaser's property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance. <u>Other property</u> The replacement cost <u>Death of or bodily injury</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

- Z14.1 The *Purchaser* 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.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* 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 *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 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 *Purchaser's* 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.

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 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.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

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

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)¹ and the relevant parts of its Guidance Notes (SC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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

¹ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

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

PART C1: AGREEMENTS AND CONTRACT DATA

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

1. 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 <i>price schedule</i> 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 <i>Supplier</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>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> 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.

2. 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.

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule*

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. 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

Category – 1 Clothing			
Item No	Description	Unit	Rate
1	HAT:SOFT BUSH;S; 56;NAVY BLUE		
2	HAT:SOFT BUSH;M; 57;NAVY BLUE		
3	HAT:SOFT BUSH;L; 58;NAVY BLUE		
4	HAT:SOFT BUSH;XL; 59;NAVY BLUE		
5	HAT:SOFT BUSH;XXL; 60;NAVY BLUE		
6	VISOR:SUN BRIM FOR SAFETY HAT		
7	NET:HAIR;LG 320 MM;MTRL COTTON;280 MM		
8	COVERALL:ARTISAN BOILER SUIT ;77 CM		
9	COVERALL:ARTISAN BOILER SUIT ;82 CM		
10	COVERALL:ARTISAN BOILER SUIT ;87 CM		
11	COVERALL:ARTISAN BOILER SUIT ;92 CM		
12	COVERALL:ARTISAN BOILER SUIT ;97 CM		
13	COVERALL:ARTISAN BOILER SUIT ;102 CM		
14	COVERALL:ARTISAN BOILER SUIT ;107 CM		
15	COVERALL:ARTISAN BOILER SUIT ;112 CM		
16	COVERALL:ARTISAN BOILER SUIT ;117 CM		
17	COVERALL:ARTISAN BOILER SUIT ;122 CM		
18	COVERALL:ARTISAN BOILER SUIT ;127 CM		
19	COVERALL:ARTISAN BOILER SUIT ;132 CM		
20	COVERALL:ARTISAN BOILER SUIT ;137 CM		
21	COVERALL:ARTISAN BOILER SUIT ;142 CM		
22	COVERALL:ARTISAN BOILER SUIT ;147 CM		
23	COVERALL:ARTISAN BOILER SUIT ;152 CM		
24	COVERALL:ARTISAN BOILER SUIT ;157 CM		
25	COVERALL:ACID/ALKALI ;77 CM		
26	COVERALL:ACID/ALKALI ;82 CM		
27	COVERALL:ACID/ALKALI ;87 CM		
28	COVERALL:ACID/ALKALI ;92 CM		
29	COVERALL:ACID/ALKALI ;97 CM		
30	COVERALL:ACID/ALKALI ;102 CM		
31	COVERALL:ACID/ALKALI ;107 CM		
32	COVERALL:ACID/ALKALI ;112 CM		
33	COVERALL:ACID/ALKALI ;117 CM		
34	COVERALL:ACID/ALKALI ;122 CM		
35	COVERALL:ACID/ALKALI ;127 CM		
36	COVERALL:ACID/ALKALI ;132 CM		
37	COVERALL:ACID/ALKALI ;137 CM		
38	COVERALL:ACID/ALKALI ;142 CM		
39	COVERALL:ACID/ALKALI ;147 CM		

40	COVERALL:ACID/ALKALI ;152 CM		
41	COVERALL:ACID/ALKALI ;157 CM		
42	TROUSERS:MEN LONG;77 CM;NAVY BLUE		
43	TROUSERS:MEN LONG;82 CM;NAVY BLUE		
44	TROUSERS:MEN LONG;87 CM;NAVY BLUE		
45	TROUSERS:MEN LONG;92 CM;NAVY BLUE		
46	TROUSERS:MEN LONG;97 CM;NAVY BLUE		
47	TROUSERS:MEN LONG;102 CM;NAVY BLUE		
48	TROUSERS:MEN LONG;107 CM;NAVY BLUE		
49	TROUSERS:MEN LONG;112 CM;NAVY BLUE		
50	TROUSERS:MEN LONG;117 CM;NAVY BLUE		
51	TROUSERS:MEN LONG;122 CM;NAVY BLUE		
52	TROUSERS:MEN LONG;127 CM;NAVY BLUE		
53	TROUSERS:MEN LONG;132 CM;NAVY BLUE		
54	TROUSERS:MEN LONG;137 CM;NAVY BLUE		
55	TROUSERS:MEN LONG;142 CM;NAVY BLUE		
56	TROUSERS:MEN LONG;147 CM;NAVY BLUE		
57	TROUSERS:MEN LONG;152 CM;NAVY BLUE		
58	TROUSERS:MEN LONG;157 CM;NAVY BLUE		
59	TROUSERS:LADIES LONG;26; 67;NAVY BLUE		
60	TROUSERS:LADIES LONG;28; 72;NAVY BLUE		
61	TROUSERS:LADIES LONG;30; 77;NAVY BLUE		
62	TROUSERS:LADIES LONG;32; 82;NAVY BLUE		
63	TROUSERS:LADIES LONG;34; 87;NAVY BLUE		
64	TROUSERS:LADIES LONG;36; 92;NAVY BLUE		
65	TROUSERS:LADIES LONG;38; 97;NAVY BLUE		
66	TROUSERS:LADIES LONG;40; 102;NAVY BLUE		
67	TROUSERS:LADIES LONG;42; 107;NAVY BLUE		
68	TROUSERS:LADIES LONG;44; 112;NAVY BLUE		
69	TROUSERS:LADIES LONG;46; 117;NAVY BLUE		
70	TROUSERS:LADIES LONG;48; 122;NAVY BLUE		
71	TROUSERS:LADIES LONG;50; 127;NAVY BLUE		
72	TROUSERS:LADIES LONG;52; 132;NAVY BLUE		
73	TROUSERS:LADIES LONG;54; 137;NAVY BLUE		
74	JACKET,UTILITY:OPERATING;77 CM		
75	JACKET,UTILITY:OPERATING;82 CM		
76	JACKET,UTILITY:OPERATING;87 CM		
77	JACKET,UTILITY:OPERATING;92 CM		
78	JACKET,UTILITY:OPERATING;97 CM		
79	JACKET,UTILITY:OPERATING;102 CM		
80	JACKET,UTILITY:OPERATING;107 CM		
81	JACKET,UTILITY:OPERATING;112 CM		
82	JACKET,UTILITY:OPERATING;117 CM		
83	JACKET,UTILITY:OPERATING;122 CM		
84	JACKET,UTILITY:OPERATING;127 CM		
85	JACKET,UTILITY:OPERATING;132 CM		

86	JACKET,UTILITY:OPERATING;137 CM		
87	JACKET,UTILITY:OPERATING;142 CM		
88	JACKET,UTILITY:OPERATING;147 CM		
89	JACKET,UTILITY:OPERATING;152 CM		
90	JACKET,UTILITY:OPERATING;157 CM		
91	JACKET,UTILITY:ACID/ALKALI;77 CM		
92	JACKET,UTILITY:ACID/ALKALI;82 CM		
93	JACKET,UTILITY:ACID/ALKALI;87 CM		
94	JACKET,UTILITY:ACID/ALKALI;92 CM		
95	JACKET,UTILITY:ACID/ALKALI;97 CM		
96	JACKET,UTILITY:ACID/ALKALI;102 CM		
97	JACKET,UTILITY:ACID/ALKALI;107 CM		
98	JACKET,UTILITY:ACID/ALKALI;112 CM		
99	JACKET,UTILITY:ACID/ALKALI;117 CM		
100	JACKET,UTILITY:ACID/ALKALI;122 CM		
101	JACKET,UTILITY:ACID/ALKALI;127 CM		
102	JACKET,UTILITY:ACID/ALKALI;132 CM		
103	JACKET,UTILITY:ACID/ALKALI;137 CM		
104	JACKET,UTILITY:ACID/ALKALI;142 CM		
105	JACKET,UTILITY:ACID/ALKALI;147 CM		
106	JACKET,UTILITY:ACID/ALKALI;152 CM		
107	JACKET,UTILITY:ACID/ALKALI;157 CM		
108	JACKET,UTILITY:THERMAL;S; 34; 87		
109	JACKET,UTILITY:THERMAL;M; 38; 97		
110	JACKET,UTILITY:THERMAL;L;42; 107		
111	JACKET,UTILITY:THERMAL;XL; 46; 117		
112	JACKET,UTILITY:THERMAL;XXL; 48; 122		
113	JACKET,UTILITY:THERMAL;XXXL		
114	JACKET,UTILITY:THERMAL;4XL		
115	JACKET,UTILITY:THERMAL;5XL		
116	COAT,DUST:GP;82 CM;COTTON;240-44175132		
117	COAT,DUST:GP;87 CM;COTTON;240-44175132		
118	COAT,DUST:GP;92 CM;COTTON;240-44175132		
119	COAT,DUST:GP;97 CM;COTTON;240-44175132		
120	COAT,DUST:GP;102 CM;COTTON		
121	COAT,DUST:GP;107 CM;COTTON		
122	COAT,DUST:GP;112 CM;COTTON		
123	COAT,DUST:GP;117 CM;COTTON		
124	COAT,DUST:GP;122 CM;COTTON		
125	COAT,DUST:GP;127 CM;COTTON		
126	APRON:CHEMICAL;WD 700MM X LG 1.1M		
127	SHIRT:MEN LONG SLEEVE;36 CM;COTTON		
128	SHIRT:MEN LONG SLEEVE;37 CM;COTTON		
129	SHIRT:MEN LONG SLEEVE;38 CM;COTTON		
130	SHIRT:MEN LONG SLEEVE;39 CM;COTTON		
131	SHIRT:MEN LONG SLEEVE;40 CM;COTTON		

132	SHIRT:MEN LONG SLEEVE;41 CM;COTTON		
133	SHIRT:MEN LONG SLEEVE;42 CM;COTTON		
134	SHIRT:MEN LONG SLEEVE;43 CM;COTTON		
135	SHIRT:MEN LONG SLEEVE;44 CM;COTTON		
136	SHIRT:MEN LONG SLEEVE;45 CM;COTTON		
137	SHIRT:MEN LONG SLEEVE;46 CM;COTTON		
138	SHIRT:MEN LONG SLEEVE;47 CM;COTTON		
139	SHIRT:MEN LONG SLEEVE;48 CM;COTTON		
140	SHIRT:MEN LONG SLEEVE;49 CM;COTTON		
141	SHIRT:MEN SHORT SLEEVE;36 CM;COTTON		
142	SHIRT:MEN SHORT SLEEVE;37 CM;COTTON		
143	SHIRT:MEN SHORT SLEEVE;38 CM;COTTON		
144	SHIRT:MEN SHORT SLEEVE;39 CM;COTTON		
145	SHIRT:MEN SHORT SLEEVE;40 CM;COTTON		
146	SHIRT:MEN SHORT SLEEVE;41 CM;COTTON		
147	SHIRT:MEN SHORT SLEEVE;42 CM;COTTON		
148	SHIRT:MEN SHORT SLEEVE;43 CM;COTTON		
149	SHIRT:MEN SHORT SLEEVE;44 CM;COTTON		
150	SHIRT:MEN SHORT SLEEVE;45 CM;COTTON		
151	SHIRT:MEN SHORT SLEEVE;46 CM;COTTON		
152	SHIRT:MEN SHORT SLEEVE;47 CM;COTTON		
153	SHIRT:MEN SHORT SLEEVE;48 CM;COTTON		
154	SHIRT:MEN SHORT SLEEVE;49 CM;COTTON		
155	SHIRT,WOMAN:LONG;77 CM;SAND STONE		
156	SHIRT,WOMAN:LONG;82 CM;SAND STONE		
157	SHIRT,WOMAN:LONG;87 CM;SAND STONE		
158	SHIRT,WOMAN:LONG;92 CM;SAND STONE		
159	SHIRT,WOMAN:LONG;97 CM;SAND STONE		
160	SHIRT,WOMAN:LONG;102 CM;SAND STONE		
161	SHIRT,WOMAN:LONG;107 CM;SAND STONE		
162	SHIRT,WOMAN:LONG;112 CM;SAND STONE		
163	SHIRT,WOMAN:LONG;117 CM;SAND STONE		
164	SHIRT,WOMAN:LONG;122 CM;SAND STONE		
165	SHIRT,WOMAN:LONG;127 CM;SAND STONE		
166	SHIRT,WOMAN:LONG;132 CM;SAND STONE		
167	SHIRT,WOMAN:LONG;137 CM;SAND STONE		
168	SHIRT,WOMAN:LONG;142 CM;SAND STONE		
169	SHIRT,WOMAN:LONG;147 CM;SAND STONE		
170	SHIRT,WOMAN:SHORT;77 CM;SAND STONE		
171	SHIRT,WOMAN:SHORT;82 CM;SAND STONE		
172	SHIRT,WOMAN:SHORT;87 CM;SAND STONE		
173	SHIRT,WOMAN:SHORT;92 CM;SAND STONE		
174	SHIRT,WOMAN:SHORT;97 CM;SAND STONE		
175	SHIRT,WOMAN:SHORT;102 CM;SAND STONE		
176	SHIRT,WOMAN:SHORT;107 CM;SAND STONE		
177	SHIRT,WOMAN:SHORT;112 CM;SAND STONE		

178	SHIRT,WOMAN:SHORT;117 CM;SAND STONE		
179	SHIRT,WOMAN:SHORT;122 CM;SAND STONE		
180	SHIRT,WOMAN:SHORT;127 CM;SAND STONE		
181	SHIRT,WOMAN:SHORT;132 CM;SAND STONE		
182	SHIRT,WOMAN:SHORT;137 CM;SAND STONE		
183	SHIRT,WOMAN:SHORT;142 CM;SAND STONE		
184	SHIRT,WOMAN:SHORT;147 CM;SAND STONE		
185	RAINWEAR:2 PIECE SUIT;S;NAVY BLUE		
186	RAINWEAR:2 PIECE SUIT;M;NAVY BLUE		
187	RAINWEAR:2 PIECE SUIT;L;NAVY BLUE		
188	RAINWEAR:2 PIECE SUIT;XL;NAVY BLUE		
189	RAINWEAR:2 PIECE SUIT;XXL;NAVY BLUE		
190	RAINWEAR:2 PIECE SUIT;XXXL;NAVY BLUE		
191	RAINWEAR:2 PIECE SUIT;4XL;NAVY BLUE		
192	VEST, H/VISIB:EVACUATION;S;NYLON		
193	VEST, H/VISIB:EVACUATION;M;NYLON		
194	VEST, H/VISIB:EVACUATION;L;NYLON		
195	VEST, H/VISIB:EVACUATION;XL;NYLON		
196	VEST, H/VISIB:EVACUATION;XXL;NYLON		
197	VEST, H/VISIB:EVACUATION;XXXL;NYLON		
198	VEST, H/VISIB:EVACUATION;4XL;NYLON		
199	VEST, H/VISIB:EVACUATION;5XL;NYLON		
200	VEST, H/VISIB:EVACUATION;6XL;NYLON		
201	VEST, H/VISIB:FIRST AID;S;NYLON		
202	VEST, H/VISIB:FIRST AID;M;NYLON		
203	VEST, H/VISIB:FIRST AID;L;NYLON		
204	VEST, H/VISIB:FIRST AID;XL;NYLON		
205	VEST, H/VISIB:FIRST AID;XXL;NYLON		
206	VEST, H/VISIB:FIRST AID;XXXL;NYLON		
207	VEST, H/VISIB:FIRST AID;4XL;NYLON		
208	VEST, H/VISIB:FIRST AID;4XL;NYLON		
209	VEST, H/VISIB:FIRST AID;5XL;NYLON		
210	VEST, H/VISIB:FIRST AID;6XL;NYLON		
211	VEST, H/VISIB:FIRE PROTECTION;S;NYLON		
212	VEST, H/VISIB:FIRE PROTECTION;M;NYLON		
213	VEST, H/VISIB:FIRE PROTECTION;L;NYLON		
214	VEST, H/VISIB:FIRE PROTECTION;XL;NYLON		
215	VEST, H/VISIB:FIRE PROTECTION;XXL;NYLON		
216	VEST, H/VISIB:FIRE PROTECTION;XXXL;NYLON		
217	VEST, H/VISIB:FIRE PROTECTION;4XL;NYLON		
218	VEST, H/VISIB:FIRE PROTECTION;5XL;NYLON		
219	VEST, H/VISIB:FIRE PROTECTION;6XL;NYLON		
220	VEST, H/VISIB:EMPLOYEE AT WORK;S;NYLON		
221	VEST, H/VISIB:EMPLOYEE AT WORK;M;NYLON		
222	VEST, H/VISIB:EMPLOYEE AT WORK;L;NYLON		
223	VEST, H/VISIB:EMPLOYEE AT WORK;XL;NYLON		

224	VEST, H/VISIB:EMPLOYEE AT WORK;XXL;NYLON		
225	VEST, H/VISIB:EMPLOYEE AT WORK;XXXL		
226	VEST, H/VISIB:EMPLOYEE AT WORK;4XL;NYLON		
227	VEST, H/VISIB:EMPLOYEE AT WORK;5XL;NYLON		
228	VEST, H/VISIB:EMPLOYEE AT WORK;6XL;NYLON		
229	VEST, H/VISIB:TRANSPORT;S;NYLON		
230	VEST, H/VISIB:TRANSPORT;M;NYLON		
231	VEST, H/VISIB:TRANSPORT;L;NYLON		
232	VEST, H/VISIB:TRANSPORT;XL;NYLON		
233	VEST, H/VISIB:TRANSPORT;XXL;NYLON		
234	VEST, H/VISIB:TRANSPORT;XXXL;NYLON		
235	VEST, H/VISIB:TRANSPORT;4XL;NYLON		
236	VEST, H/VISIB:TRANSPORT;5XL;NYLON		
237	VEST, H/VISIB:TRANSPORT;6XL;NYLON		
238	VEST, H/VISIB:MANAGEMENT;S;NYLON		
239	VEST, H/VISIB:MANAGEMENT;M;NYLON		
240	VEST, H/VISIB:MANAGEMENT;L;NYLON		
241	VEST, H/VISIB:MANAGEMENT;XL;NYLON		
242	VEST, H/VISIB:MANAGEMENT;XXL;NYLON		
243	VEST, H/VISIB:MANAGEMENT;XXXL;NYLON		
244	VEST, H/VISIB:MANAGEMENT;4XL;NYLON		
245	VEST, H/VISIB:MANAGEMENT;5XL;NYLON		
246	VEST, H/VISIB:MANAGEMENT;6XL;NYLON		
247	VEST SAFETY RISK MANAGEMENT		
248	UTILITY FIELD WORK LONG JEAN PANTS S		
249	UTILITY FIELD WORK LONG JEAN PANTS M		
250	UTILITY FIELD WORK LONG JEAN PANTS XL.		
251	UTILITY FIELD WORK LONG JEAN PANTS XXL.		
252	UTILITY FIELD WORK LONG JEAN PANTS XXXL.		
253	Winter Jackets		
	CATEGORY 2: FOOT PROTECTION		
254	Boot, Safety Dark Brown size 2		
255	Boot, Safety Dark Brown size 3		
256	Boot, Safety Dark Brown Size 4		
257	Boot, Safety Dark Brown Size 5		
258	Boot, Safety Dark Brown Size 6		
259	Boot, Safety Dark Brown Size 7		
260	Boot, Safety Dark Brown Size 8		
261	Boot, Safety Dark Brown Size 9		
262	Boot, Safety Dark Brown Size 10		
263	Boot, Safety Dark Brown Size 11		
264	Boot, Safety Dark Brown Size 12		
265	Boot, Safety Dark Brown Size 13		
266	Boot, Safety Dark Brown Size 2		
267	Boot, Safety Dark Brown Size 3		

268	Boot, Safety Dark Brown Size 4		
269	Boot, Safety Dark Brown Size 5		
270	Boot, Safety Dark Brown Size 6		
271	Boot, Safety Dark Brown Size 7		
272	Boot, Safety Dark Brown Size 8		
273	Boot, Safety Dark Brown Size 9		
274	Boot, Safety Dark Brown Size 10		
275	Boot, Safety Dark Brown Size 11		
276	Boot, Safety Dark Brown Size 12		
277	Boot, Safety Dark Brown Size 13		
278	Shoe, Safety Dark Brown Size 2		
279	Shoe, Safety Dark Brown Size 3		
280	Shoe, Safety Dark Brown Size 4		
281	Shoe, Safety Dark Brown 5		
282	Shoe, Safety Dark Brown Size 6		
283	Shoe, Safety Dark Brown Size 7		
284	Shoe, Safety Dark Brown Size 8		
285	Shoe, Safety Dark Brown Size 9		
286	Shoe, Safety Dark Brown 10		
287	Shoe, Safety Dark Brown Size 11		
288	Shoe, Safety Dark Brown Size 12		
289	Shoe, Safety Dark Brown Size 13		
290	Shoe, Safety Dark Brown Size 3		
291	Shoe, Safety Dark Brown Size 4		
292	Shoe, Safety Dark Brown Size 5		
293	Shoe, Safety Dark Brown Size 6		
294	Shoe, Safety Dark Brown Size 7		
295	Shoe, Safety Dark Brown Size 8		
296	Shoe, Safety Dark Brown 9		
297	Shoe, Safety Dark Brown 10		
298	Shoe, Safety Dark Brown 11		
299	Shoe, Safety Dark Brown 12		
300	Shoe, Safety Dark Brown 13		
301	Protector: Shoe; Lg 320 X Ht 250mm		
302	Socks, Cotton A/length Navy Blue Small/Medium		
303	Socks, Cotton A/length Navy Blue Large/Xlarge		
304	Socks, Cotton A/length Navy Blue X2-Large/X3 Large		
305	Socks, C/Length Navy/Blue Small/Medium		
306	Socks, C/Length Navy/Blue Large/X-Large		
307	Socks, C/Length Navy/Blue X2-Large/X3 Large		
308	Gumboots		
309	Snake Gaiter		
310	Fall Arrest System (FAS)		
	Category- 3 Hand and Arm Protection		
311	Pimglove 2.5 inch Small (red)		

312	Pimglove 2.5 inch Medium		
313	Pimglove 2.5 inch Large		
314	Pimglove 2.5 inch X Large		
315	Pimglove 8 inch Small		
316	Pimglove 8 inch Medium		
317	Pimglove 8 inch Large		
318	Pimglove 8inch X Large		
319	Pimglove 16 inch Small		
320	Pimglove 16 inch Medium		
321	Pimglove 16 inch Large		
322	Pimglove 16 inch X Large		
323	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 6		
324	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 7		
325	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 8		
326	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 9		
327	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 10		
328	Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 level 3 cut resistance. Size 11		
329	Glove -General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 6		
330	Glove - General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 7		
331	Glove - General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 8		
332	Glove - General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 9		
333	Glove - General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 10		
334	Glove - General Purpose Ultra –Lightweight, Micro-Foam Nitrile Coated. Size 11		
335	Glove; Pigskin; garment closing method: elasticated; colour: beige; cuff type: plain; type: 8		
336	Glove; Pigskin; garment closing method: elasticated; colour: beige; cuff type: plain; type: 9		
337	Glove; Pigskin; garment closing method: elasticated; colour: beige; cuff type: plain; type 10		
338	Glove; Pigskin; garment closing method: elasticated; colour: beige; cuff type: plain; type: 11		
339	Glove; Pigskin; garment closing method: elasticated; colour: beige; cuff type: plain; type 12		
340	Chemical protective Glove: type: acid resistant; material: butyl plus R 0.3; colour: black; 7		
341	Chemical protective Glove: type: acid resistant; material: butyl plus R 0.3; colour: black 8		
	CATEGORY: 4 HEAD & FACE PROTECTION		
342	Hard hat for Working from Height Including 3 point Chin Strap - Helmet, Safety adjust Chin		
343	Sticker safety helmet vinyl		
344	Strap 3 point chin black		

345	Spectacle Visitors		
346	Spectacle Goggle		
347	Spectacle Safety Protective Amber		
348	Spectacle Safety Wraparound Clear 48mm		
349	Spectacle Safety Indoor/Outdoor Variable		
350	Goggle Industrial Grey		
351	Cord Safety Glass Lg Adjustable Nylon		
352	Face shield, Battery acid / Alkali protection		
353	Face shield- LV Switching		
354	Face Shield, Cutting And Grinding		
355	Protector, Hearing Earplug 92-102db		
356	Protector, Hearing Earplug 96-106db		
357	Protector, Hearing Headband 23db		
358	Protector, Hearing Earmuff Cushion		
359	Dust Mask FFP2 with Valve One Size fits all		
360	Dust Mask FFP2 without Valve One Size fits all		
361	Dust Mask FFP3 with Valve One size fits all		
362	Full Face Mask Reusable Air-Purifying Respirator One Size fits All		
363	Single Half Face Mask Reusable Air-Purifying Respirator		
	CATEGORY: 5 SKIN PROTECTION		
364	Sunscreen; Creams, Protective UV SPF40+		
365	Repellent; Gel Stick 30m		
366	Repellent; Bayticol Aerosol Spray		
367	Face protection		
368	Face protection		
369	Body protection		
370	Hand & Arm Protection		
371	Face protection		
372	Disinfectant		
373	Disinfectant		
374	Containers		

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C3.1: *PURCHASER'S GOODS INFORMATION*

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

The supply and delivery Personal Protective Equipment to the employees of Southern Grid to ensure compliance to the safety regulations. This contract is on an "as and when required" basis.

2 Specification and description of the *goods*

All Personal Protective Equipment that will be supplied and delivered should comply with Eskom Personal Protective Equipment (PPE) standard, 240-44175132 Rev 1.

2.1 *Purchaser's* design

Supplier to adhere to Eskom Personal Protective Equipment (PPE) standard, 240-44175132 Rev 1.

2.2 Procedure for submission and acceptance of *Supplier's* design

Supplier to adhere to Eskom Personal Protective Equipment (PPE) standard, 240-44175132 Rev 1.

2.3 Other requirements of the *Supplier's* design

None

2.4 Use of *Supplier's* design

Supplier to adhere to Eskom Personal Protective Equipment (PPE) standard, 240-44175132 Rev 1.

2.5 Manufacture & fabrication

Equipment to comply with Eskom requirement

2.6 Factory acceptance testing (FAT)

Equipment to comply with Eskom requirement

2.7 Other tests and inspections and commissioning in place of use

None

2.8 Operating manuals and maintenance schedules

None

3 Supply Requirements

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

Compliance with Eskom Personal Protective Equipment (PPE) standard, 240-44175132 Rev 1

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

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

5.2 Work to be done by the Delivery Date

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

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

The Supplier must contract the responsible Eskom representative prior delivering of the order.

5.3 Marking the goods

- No payments will be made prior delivery of the goods.
- The details on the delivery note and the test results will be taken as the marking on the goods by the Supplier.

5.4 Constraints at the delivery place and place of use

- The delivery address will be specified on the task order and the supplier should adhere to the delivery address.
- Delivery should be made on Mondays to Fridays and during working hours, 08:00 – 16:00.
- The Supplier must contract the responsible Eskom representative prior delivering of the order.

5.5 Cooperating with Others

None

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

- The Purchaser will only provide access to site to enable delivery.
- No off loading facilities are available on site, therefore the Supplier should make provision for offloading facilities where necessary.

5.7 Management meetings

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

- All contractual documentation must have the relevant Contract number and Purchase Order Number
- Contractual communications will be in the form of properly compiled letters, letters attached to emails and NEC template.

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements

5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints

5.11 Quality

Compliance to Eskom's quality procedures and standards

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;

- All invoices to be submitted to Invoiceseskomlocal@eskom.co.za
- Supplier should ensure that a Good Receipts number is issued and noted on the invoice prior submitting the invoice to Invoiceseskomlocal@eskom.co.za for payment.

5.13 Insurance provided by the *Purchaser*

First read SC3 Core Clause 84.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

5.14 Contract change management

N/A

5.15 Provision of bonds and guarantees

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

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

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

The Supplier must keep original documents. Electronic communication will be acceptable

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

SC does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or sub-suppliers the *Supplier* 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 supplier or group of suppliers in order to comply with operational standards for the *goods*.

6.1.2 Limitations on subcontracting

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

6.1.3 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 *Purchaser* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

6.1.4 Other requirements related to procurement

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

6.1.5 Cataloguing requirements by the *Supplier*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Supplier* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

7 List of drawings

7.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title
240-44175132	1	Eskom Personal Protective Equipment (PPE) standard

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.
