



NEC3 Supply Contract (SC3)

Between **ESKOM ROTEK INDUSTRIES**
SOC Ltd (Reg No.
1990/006897/30)

and
(Reg No. _____)

for **Supply and delivery of various medical supplies on
"an as and when required" basis for a period of 5
years for Eskom Rotek Industries Clinic**

Contents:	No of pages
Part C1 Agreements & Contract Data	2
Part C2 Pricing Data	20
Part C3 Scope of Work	23

CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	
C1.2a Contract Data provided by the <i>Purchaser</i>	
C1.2b Contract Data provided by the <i>Supplier</i>	

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:

Supply and delivery of various medical supplies on "an as and when required" basis for a period of 5 years for Eskom Rotek Industries Clinic

The tenderer, identified in the Offer signature block, has

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

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

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

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: _____

Name & signature of witness _____
 (Insert name and address of organisation) _____ 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*.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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) Tshidi Sente

Capacity General Manager HCM (Acting)

**for the
Purchaser** **Eskom Rotek Industries SOC Ltd, Lower Germiston Rd, Rosherville, Johannesburg,
2022**

Name &
signature of
(Insert name and address of
organisation)

Date

witness

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

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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	[•]	[•]

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:

Signature _____
 Name _____
 Capacity _____
 On behalf of _____
 Name & signature of witness _____
 Date _____

For the Purchaser

Tshidi Sentle _____
 General Manager _____
 Eskom ROTEK Industries SOC Ltd,
 Lower Germiston Rd, Rossherville,
 2022 _____

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	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(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.	N/A
10.1	The <i>Supply Manager</i> is (name):	Lerisha April
	Address	Eskom Rotek Industries PO Box 40099 Cleveland 2022
	Tel	+27 11 629 4000
	Fax	N/A
	e-mail	Aprilla@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply and delivery of various medical supplies on "an as and when required" basis for a period of 5 years for Eskom Rotek Industries
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Any matter that has cost implication outside agreed terms. - Any matter that may cause delay in the delivery. - Any quality related issues. - Any matter that deviates from the specification. - Any force majeure issues such as protests, covid restrictions.

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

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	Two (2) working days
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	The contract expiry shall be based on either the contract term of 5 (five) years and/or the total contract value, whichever occurs first will determine and give effect to the contract expiry, unless otherwise agreed
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>delivery date</i> of the goods is:	<p>Various medical supplies</p> <ul style="list-style-type: none"> • As per purchase order • Supplier to also keep minimum medical supplies (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties.
30.2	The <i>Supplier</i> does not bring the goods 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	One (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	Fifty-two (52) weeks after Delivery.
43.2	The <i>defect correction period</i> is	Two (2) weeks – To address the defect at hand and to determine the corrective action and timelines that will be required
	and the <i>defect access period</i> for	Two (2) days

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

5	Payment	
50.1	The <i>assessment interval</i> is	As per Task order
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 delivery of the task order
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 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.</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
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
<p>1. Insurance against Loss of or damage to the goods</p> <p>Cover / indemnity is Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after</p>		

the goods have left the *Supplier's* overseas premises. See notes in Annexure B

If this contract includes the supervision of installation, testing, commissioning or building work at the *Purchaser's* premises, the *Purchaser* also provides cover for physical loss of or damage to the *Purchaser's* surrounding property including any temporary work required to complete the Delivery.

	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	R0 [As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the "free issue" plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]
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 design which are not notified before the last <i>defects date</i> is limited to:	R0
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	Limited to Task Order Value
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the goods
9	Termination and dispute resolution	
90.1		NEC3 core clause 9 shall be applied for termination. If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data

ESKOM HOLDINGS SOC LTD

CONTRACT NUMBER _____

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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.

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).
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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)
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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 - 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	Prices are fixed and firm for the first year and CPA will kick in for subsequent years as follows															
X1.1	The <i>base date</i> for indices is	TBC															
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>75%</td> <td>Consumer Price Index (CPI)</td> <td>SEIFSA Table D-3</td> </tr> <tr> <td>10%</td> <td>Road Freight Costs</td> <td>SEIFSA Table L2A</td> </tr> <tr> <td>15%</td> <td>Non-adjustable</td> <td></td> </tr> <tr> <td>100%</td> <td></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	75%	Consumer Price Index (CPI)	SEIFSA Table D-3	10%	Road Freight Costs	SEIFSA Table L2A	15%	Non-adjustable		100%		
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SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

X2	Changes in the law	is a compensation event if it occurs after the Contract Date.
X2.1	A change in the law of	The Republic of South Africa
X7	Delay damages	2% per day up to a maximum of 15% per purchase order price
Z	The additional conditions of contract 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

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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.

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

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 limit 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

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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 44 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 44 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.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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

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

The *Supplier* supplies the goods in accordance with INCOTERMS 2010³ 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	DAP	DAP

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

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

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

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

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

A	The Supplier's obligations	B	The Purchaser's obligations
A1	Provision of goods in conformity with contract	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

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

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	The supply and delivery of medical consumables on "an as and when required" basis for a period of 5 years for Eskom Rotek Industries medical centre	
2. The requirements for transport are	Supplier must ensure that product is packaged and transported in such a way that it safe, well stacked and preserved	
3. The delivery place is	Eskom Rotek Industries Lower Germiston Road, Rosherville Johannesburg. 2022	
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	Supplier
	Loading the goods	Supplier

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES CLINIC FOR A FIVE (5) YEAR PERIOD

	Unloading the <i>goods</i>	supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	Supplier
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

C1.2 Contract Data

Part two - Data provided by the Supplier

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 is:	<p style="text-align: center;"><i>goods</i></p> <table border="1"> <tr> <td style="text-align: center;">1</td> <td>As per scope of work and on an as and when required basis</td> <td style="text-align: center;">As per the Purchase Order</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supplier to also keep minimum medical supplies (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties</td> <td></td> </tr> </table>	1	As per scope of work and on an as and when required basis	As per the Purchase Order	2	Supplier to also keep minimum medical supplies (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties	
1	As per scope of work and on an as and when required basis	As per the Purchase Order						
2	Supplier to also keep minimum medical supplies (consignment stock) for items that are not kept at the supplier's warehouse and for items with long lead times. The minimum quantities will be as agreed by both parties							
31.1	The programme identified in the Contract Data is contained in:							
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%						

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>	3

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	<p>(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>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 *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 *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;

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

- 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

<u>LIST A Medication</u>						
MATERIAL	DESCRIPTION	UOM	QTY	RATE	LEAD TIME	
0697297	MEDICINE: TYPE: ADRENALINE AMPS; FORM: LIQUID; PACKAGE TYPE: AMPULES; STRENGTH: 1 MG/ML	EA	20			
0698543	MEDICINE, ANTIHISTAMINE: TYPE: ALLERGEX; FORM: ALLERGEX; STRENGTH: 4 MG/ML; ADMINISTRATION: ORAL; PACKAGE TYPE: BOX; PACKAGE QU	EA	120			
0698547	MEDICINE, PAINKILLER: TYPE: ASPIRIN; FORM: TABLET; STRENGTH: 150 MG; ADMINISTRATION: ORAL; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 30 PC; PEDIATRIC: 16-YEAR-OLD-ADULT; SCHEDULE: 2	EA	20			
0669560	MEDICINE, ANTIHISTAMINE: TYPE: ALLERGEX; FORM: MEPYRAMINE CREAM; STRENGTH: G1540. 2G/100G; ADMINISTRATION: INFECTED SKIN EXTERNALLY ONLY; PACKAGE TYPE: TUBE; PACKAGE QUANTITY: 100 G; PEDIATRIC: YES; SCHEDULE: 2	EA	120			
0699941	MEDICINE: TYPE: ATROPINE; FORM: LIQUID; PACKAGE TYPE: AMPULES; STRENGTH: 0.5 MG	EA	25			
0697330	OINTMENT, MEDICAL: TYPE: BETADINE; PHYSICAL FORM: PASTE; ACTIVE INGREDIENT: ANTISEPTIC; STRENGTH: 0.05 MG IN 1 ML; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 25 MG; ADMINISTRATION: APPLY ON SKIN; FOR MINOR WOUNDS AND SKIN INFECTIONS	EA	60			
0698548	MEDICINE, PAINKILLER: TYPE: IBUPROFEN; FORM: TABLET; STRENGTH: 200 MG; ADMINISTRATION: ORAL; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 20 PC; PEDIATRIC: 12-YEAR-OLD-ADULT; SCHEDULE: 3	EA	100			
0698544	MEDICINE, NAUSEA: TYPE: CLOPAMON; FORM: LIQUID; STRENGTH: 10 MG; ADMINISTRATION:	EA	120			

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

	INTRAMUSCULAR; PACKAGE TYPE: AMPOULE; PACKAGE				
0698533	MEDICINE: TYPE: DEXTROSE; FORM: LIQUID; CONTAINER CAPACITY: 20 ML; PACKAGE TYPE: VIAL; PACKAGE QUANTITY: 1 PC; STRENGTH: 50 PCT; PEDIATRIC: ALL AGES; ADMINISTRATION: INTRAVENOUS; SCHEDULE: 2	EA	50		
0671944	DEXTROSE: TYPE: 5% MEDICAL; PHYSICAL FORM: CLEAR SOLUTION FREE FROM VISIBLE PARTICLES; COMPOSITION: 1 ML CONTAINS 50 MG GLUCOSE; ACTIVE INGREDIENT: MONOHYDRATE; CONTAINER TYPE: INFUSION BAG; CONTAINER CAPACITY: 1000 ML	EA	50		
0697294	MEDICINE: TYPE: DUOLIN RESPULES; FORM: LIQUID; PACKAGE QUANTITY: 60; STRENGTH: 2.5 ML; ADMINISTRATION: INHALER; IPRATROPIUM BROMIDE AND SALBUTAMOL NEBULISER SOLUTION	EA	20		
0698535	MEDICINE: TYPE: HEPATITIS A VACCINE; FORM: LIQUID; CONTAINER CAPACITY: 0.5 ML; PACKAGE TYPE: AMPOULE; PACKAGE QUANTITY: 1 PC; ADMINISTRATION: INTRAMUSCULAR; SCHEDULE: 3	EA	100		
0690526	MEDICINE: TYPE: HEPATITIS B; FORM: INJECTION; CONTAINER CAPACITY: 1 ML; PACKAGE TYPE: VIAL; ADMINISTRATION: VACCINE; SCHEDULE: S2	EA	100		
0690522	MEDICINE: TYPE: BUSCOPAN; FORM: INJECTION; CONTAINER CAPACITY: 1 ML; PACKAGE TYPE: VIAL; PACKAGE QUANTITY: 1; STRENGTH: 20 MG; PEDIATRIC: NOT SUITABLE; ADMINISTRATION: INJECTION; SCHEDULE: 2	EA	100		
0698537	MEDICINE: TYPE: HYOSCINE HYDROBROMIDE; FORM: LIQUID; PACKAGE TYPE: AMPOULE; PACKAGE QUANTITY: 1 PC; STRENGTH: 10 MG/ML; PEDIATRIC: ADULT; ADMINISTRATION: INTRAMUSCULAR; SCHEDULE: 4; HYOSPASMOL	EA	100		
0698508	EYE DROP: TRADE NAME: SPERSALLERG; USAGE DESIGN: ALLERGIC CONJUNCTIVITIS; PACKAGE TYPE: BOTTLE; PACKAGE SIZE: 10 ML	EA	75		
0697289	MEDICINE: TYPE: GASTRON; FORM: TABLET; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 6;	EA	120		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

	STRENGTH: 2 MG				
0698545	MEDICINE, NAUSEA: TYPE: METOCLPRAMIDE; FORM: TABLET; STRENGTH: 10 MG; ADMINISTRATION: ORAL; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 20 PC; PEDIATRIC: 15-YEAR-OLD-ADULT; SCHEDULE: 3	EA	120		
0698546	MEDICINE, NAUSEA: TYPE: CYCLIZINE; FORM: TABLET; STRENGTH: 50 MG; ADMINISTRATION: ORAL; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 10 PC; PEDIATRIC: 6 YEARS-ADULT; SCHEDULE: 2	EA	100		
0705263	MEDICINE: TYPE: NORMAL SALINE; FORM: LIQUID; CONTAINER CAPACITY: 200 ML; PACKAGE TYPE: SACHETTE	EA	75		
0705262	MEDICINE: TYPE: NORMAL SALINE; FORM: LIQUID; CONTAINER CAPACITY: 1000 ML; PACKAGE TYPE: SACHETTE	EA	75		
0698549	MEDICINE, PAINKILLER: TYPE: PARACETAMOL; FORM: TABLET; STRENGTH: 500 MG; ADMINISTRATION: ORAL; PACKAGE TYPE: BOTTLE; PACKAGE QUANTITY: 1000 PC; SCHEDULE: 2	EA	25		
0690545	MEDICINE: TYPE: PROMETHAZINE; FORM: INJECTION; CONTAINER CAPACITY: 1 ML; PACKAGE TYPE: VIAL; PACKAGE QUANTITY: 1; STRENGTH: 25 MG; ADMINISTRATION: INJECTION; SCHEDULE: S5	EA	40		
0698576	SOLUTION: TYPE: RINGERS LACTATE; CONCENTRATION: 28 MMOL/L; CONTAINER: 1000 ML; TRADE NAME: RINGERS LACTATE; MOLECULAR FORMULA:	EA	75		
0698552	MEDICINE, RESPIRATORY: TYPE: SALBUTAMOL; FORM: LIQUID; STRENGTH: 200 MCG; ADMINISTRATION: ORAL INHALATION; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 1 PC; PEDIATRIC: ALL AGES; SCHEDULE: 2; 200 DOSES	EA	25		
0698541	MEDICINE, ANTIBIOTIC: TYPE: SOLU-CORTEF; FORM: POWDER/LIQUID; STRENGTH: 100 MG; ADMINISTRATION: INTRAMUSCULAR/INTRAVENOUS; PACKAGE TYPE: VIAL 2 ML; PACKAGE QUANTITY: 1 PC; PEDIATRIC: ALL AGES; SCHEDULE: 4	EA	90		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0698542	MEDICINE, ANTIDOTE: TYPE: TETANUS TOXOID VACCINE; FORM: LIQUID; STRENGTH: 25 MG; ADMINISTRATION: INTRAMUSCULAR; PACKAGE TYPE: VIAL 0.5 ML; PACKAGE QUANTITY: 1 PC; PEDIATRIC: 16 YEARS-ADULT; SCHEDULE: 3	EA	100		
0698559	OINTMENT, MEDICAL: TYPE: MUSCULAR PAIN CREAM; PHYSICAL FORM: CREAM; BRAND NAME: OIL OF WINTERGREEN; ACTIVE INGREDIENT: METHYL SALICYLATE; STRENGTH: 6G/5ML; CONTAINER TYPE: TUB; CONTAINER CAPACITY: 25 MG; ADMINISTRATION: TOPICAL; METHYL SALICYLATE, CERA ALBA, LANOLIN, PETROLATUM	EA	200		
0697383	MEDICINE: TYPE: DICLOFENAC; FORM: FLUID; PACKAGE TYPE: BOTTLE; PACKAGE QUANTITY: 10; STRENGTH: 75 MG	EA	100		
0698510	GAS, OXYGEN: TYPE: MEDICAL; CONCENTRATION: 100 PCT; MOLECULAR FORMULA: O2; PHYSICAL FORM: GAS; CONTAINER TYPE: CYLINDER; CONTAINER CAPACITY: 3 L	EA	150		
0697261	STRIP: TYPE: ACCUTREND; WIDTH: 6 MM; THICKNESS: 0.1 MM; MATERIAL: PLASTIC; APPLICATION: GLUCOSE TEST; 50 IN BOTTLE	EA	100		
0540165	PLASTER, MEDICAL: TYPE: NON-ALLERGENIC; SIZE: WD 25 MM X LG 3 M; SHAPE: ROLL; UNIT PACKAGE QUANTITY: 1; FORM: STRETCH FABRIC ADHESIVE	EA	60		
0698563	PLASTER, MEDICAL: TYPE: FABRIC; SIZE: WD 22 X LG 63 MM; SHAPE: RECTANGULAR; UNIT PACKAGE QUANTITY: 100 PC; FORM: DRESSING STRIP	EA	30		
0698564	PLASTER, MEDICAL: TYPE: FABRIC; SIZE: WD 22 X LG 63 MM; SHAPE: H; UNIT PACKAGE QUANTITY: 20 PC; FORM: DRESSING STRIP	EA	30		
0698562	PAD, SANITARY: TYPE: ULTRA THIN; MATERIAL: SYNTHETIC; WINGS: YES; PACKAGE QUANTITY: 20 PC	EA	100		
0698478	BANDAGE: TYPE: CONFORM; WIDTH: 50 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	EA	50		
0698479	BANDAGE: TYPE: CONFORM; WIDTH: 75 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	EA	50		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0698480	BANDAGE: TYPE: CONFORM; WIDTH: 100 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	EA	50		
0698481	BANDAGE: TYPE: CONFORM; WIDTH: 150 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	EA	50		
0698497	DISINFECTANT: TYPE: BIOCIDE; UNIT PACKAGE TYPE: SACHETS; PACKAGE WEIGHT: 30 G; ORGANO-CHLORINE	EA	35		
0698504	DRESSING, BURN: TYPE: BURNSHIELD; SIZE: 100 MM2; MATERIAL: FOAM/HYDROGEL; COLOR: WHITE; SHAPE: SQUARE; PACKAGE QUANTITY: 1 PC;	EA	50		
0698505	DRESSING, BURN: TYPE: BURNSHIELD; SIZE: 200 MM2; MATERIAL: FOAM/HYDROGEL; COLOR: WHITE; SHAPE: SQUARE; PACKAGE QUANTITY: 1 PC; PACKAGE TYPE: PACKET	EA	50		
0698485	BLANKET: TYPE: BURNSHIELD; WIDTH: 110 MM; LENGTH: 500 MM; COLOR: WHITE; MATERIAL: WOOL 100 PCT	EA	15		
0698511	GEL: TYPE: BURNSHIELD HYDROGEL; PACKAGE TYPE: BOTTLE; PACKAGE WEIGHT: 125 G	EA	50		
0698498	DISINFECTANT: TYPE: CENTRIMIDE SOLUTION; UNIT PACKAGE TYPE: BOTTLE; PACKAGE WEIGHT: 100 ML	EA	100		
0666443	SENSITIVITY STRIP, DIAGNOSTIC: USAGE DESIGN: MED; URINE; COMPOSITION: BLOOD, UROBILINOGEN, BILIRUBIN, PROTEIN, NITRITE, KETONES, GLUCOSE, PH, SPECIFIC GRAVITY, LEUKOCYTES; REPETITION: COLOUR SCALE; CONTAINER TYPE: STERILE SEALED CONTAINER WITH 100 STRIPS; SPECIFICATION: SINGLE USE; STANDARD: COM9/10311017; NO VITAMIN C INTERFERENCE	EA	400		
0698573	SLING, SHOULDER, ARM AND WRIST: TYPE: COLLAR AND CUFF; COMMERCIAL SIZE: LG 4 M; MATERIAL: SOFT FOAM; ROLL	EA	10		
0698488	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: MEDIUM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF	EA	25		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

	APPLICABLE).				
0698489	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: X-LARGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	25		
0698490	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: LARGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	25		
0698491	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: SMALL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	25		
0698494	COTTON, PURIFIED: MATERIAL: COTTON WOOL; COLOR: WHITE; USAGE FORM: BALL; SIZE: 1G; PACKAGE WEIGHT: 500 G; NON-STERILE	EA	20		
0698565	PLASTER, MEDICAL: TYPE: COVERPLAST; SIZE: WD 22 X LG 63 MM; SHAPE: RECTANGULAR; UNIT PACKAGE QUANTITY: 50 PC; FORM: STRIPS	EA	50		
0698520	KIT: TYPE: DRIP, 15 DROP/ML; APPLICATION: INFUSION; COMPRISING: NEEDLE, DRIP CHAMBER, TUBING LG 1900 MM; ADULT	EA	100		
0698566	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 25 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	EA	50		
0698567	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 50 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	EA	50		
0697258	PLASTER, MEDICAL: TYPE: ELASTOPLAST; SIZE: 75 MM	EA	50		
0698568	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 100 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	EA	50		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0698561	PAD, MEDICAL: USAGE DESIGN: OVAL EYE PADS; SIZE: 85 MM; MATERIAL: COTTON 100 PCT; UNIT PACKAGE QUANTITY: 12 PC	EA	15		
0698493	COTTON BUD: TYPE: EAR; MATERIAL: COTTON WOOL; PACKAGE QUANTITY: 100 PC; PACKAGE TYPE: BOTTLE	EA	30		
0540491	DRESSING: TYPE: FIRST AID; SIZE: WD 150 X LG 200 MM; MATERIAL: CELLULOSE/COTTON; SUPPL P/N: SOS 5	EA	60		
0698503	DRESSING: TYPE: FIRST AID; SIZE: WD 100 X LG 200 MM; MATERIAL: CELLULOSE/COTTON; SOS 3	EA	60		
0697282	GAUZE: TYPE: COMPRESS; SIZE: WD 50 X LG 50 MM; 100 IN PACK	EA	25		
0697283	GAUZE: TYPE: COMPRESS; SIZE: WD 75 X LG 75 MM; 100 IN PACK	EA	25		
0697284	GAUZE: TYPE: COMPRESS; SIZE: WD 100 X LG 100 MM; 100 IN PACKET	EA	25		
0147513	GAUZE: TYPE: STERILE SWABS; SIZE: SQ 75 MM	EA	25		
0666672	GLUCOMETER: TYPE: BLOOD GLUCOSE MONITOR; DISPLAY TYPE: 1, 7, 14, 28 DAY; DISPLAY SIZE: LARGE; SIZE: 3.75 IN; ACCESSORY COMPONENTS: BATTERY, TEST STRIPS; SPECIAL FEATURES: ACCURATE RESULTS, 192 TEST MEMORY WITH DATE AND TIME; MANUAL MUST BE INCLUDED	EA	20		
0675125	GLOVE, DISPOSABLE: GARMENT SIZE: LARGE; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON-STERILE, TYPE 1, (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS. SANS 11193-1, BOX OF 100 GLOVES, 42132203-00022	EA	50		
0675126	GLOVE, DISPOSABLE: GARMENT SIZE: X-LARGE; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON-STERILE, TYPE 1, (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS. SANS 11193-1, BOX OF 100 GLOVES, 42132203-00022	EA	50		
0675124	GLOVE, DISPOSABLE: GARMENT SIZE: MEDIUM; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON-	EA	50		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

	STERILE,				
0675123	GLOVE, DISPOSABLE: GARMENT SIZE: SMALL; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON-STERILE,	EA	50		
0698553	NEEDLE, HYPODERMIC: USAGE DESIGN: PERIPHERAL IV INFUSION; TIP TYPE: RADIOPAQUE; OVERALL LENGTH: 45 MM; CANNULA GAGE: 18 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: J-POINT; CANNULA WALL THICKNESS: 1.3 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 50 PC	EA	25		
0698554	NEEDLE, HYPODERMIC: USAGE DESIGN: INTRAVENOUS; TIP TYPE: RADIOPAQUE; OVERALL LENGTH: 45 MM; CANNULA GAGE: 20 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: J-POINT; CANNULA WALL THICKNESS: 1.1 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 50 PC	EA	25		
0698589	TISSUE: TYPE: FACIAL; TWO PLY; DIMENSIONS: SQ 216 MM; CONTAINER: BOX, 200 PC	EA	250		
0698570	PROTECTOR, BEDDING: TYPE: LINNEN SAVER; LENGTH: 600 MM; WIDTH: 510 MM; COLOR: BLUE/WITE; CONTAINER TYPE: BOX; CONTAINER CAPACITY: 200 PC; SPECIAL FEATURES: 4 PLY, DISPOSEABLE	EA	15		
0698526	LANCET: TYPE: SAFETY; GAUGE: 26/28 GA; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 200 PC; MICROLET	EA	60		
0666683	MASK, OXYGEN: DESIGN TYPE: NEBULIZER; SIZE: ADULT; FACEPIECE MATERIAL: CLEAR PVC; OXYGEN SYSTEM TYPE: MEDICAL; TUBING AND CHAMBER TO BE INCLUDED AS A FULL SET	EA	150		
0698555	NEEDLE, HYPODERMIC: USAGE DESIGN: MEDICAL INJECTION; TIP TYPE: STANDARD; OVERALL LENGTH: 38 MM; CANNULA GAGE: 21 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: REGULAR; CANNULA WALL THICKNESS: 0.152 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 100 PC; COLOR: GREEN; MICROLANCE HYPODERMIC	EA	50		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0698556	NEEDLE, HYPODERMIC: USAGE DESIGN: INTRAMUSCULAR INJECTION; TIP TYPE: STANDARD; OVERALL LENGTH: 32 MM; CANNULA GAGE: 22 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: REGULAR; CANNULA WALL THICKNESS: 0.152 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 100 PC; COLOR: BLACK; MICROLANCE HYPODERMIC	EA	50		
0698569	PLASTER, MEDICAL: TYPE: POST-OPERATIVE; SIZE: WD 100 X LG 120 MM; BRAND: OPSITE	EA	50		
0666684	MASK, OXYGEN: DESIGN TYPE: BASIC; STERILE; SIZE: ADULT; FACEPIECE MATERIAL: CLEAR PLASTIC; OXYGEN SYSTEM TYPE: MEDICAL 24-40%; TUBING TO BE INCLUDED	EA	100		
0698486	CANNULA: TYPE: NASAL; MATERIAL: PVC; LENGTH: 2 M; COLOR: CLEAR/GREEN; FLOW RATE: 5 L; APPLICATION: MEDICAL OXYGEN	EA	100		
0698476	BAG: TYPE: PILL POCKET; DIMENSIONS: WD 79 X LG 90 MM; COLOR: WHITE; MATERIAL: PLASTIC; MICRON: 150; UNIT PACKAGE QUANTITY: 1000 PC; WRITEABLE WITH ZIPLOCK CLOSURE	EA	15		
0704767	FIRST AID KIT: TYPE: OFFICE BOX REFILL; DIMENSIONS: FACTORY REGULATION 7; 1 X ANTISEPTIC FLUID 100ML, 2 X EYE PADS FOAM, 2 X COTTON WOOL 50G, 1 X GAUZE SWABS 75X75MM (100), 2 X STERILE GAUZE SWABS 75MM (5), 1 X FORCEPS FIRST AID, 1 X SCISSOR FIRST AID, 1 X SAFETY PINS 10, 4 X TRIANGULAR BANDAGE DISPOSABLE, 4 X CONFORM BANDAGE 75MMX4.5M, 4 X CONFORM BANDAGE 100MMX4.5M, 1 X FABRIC PLASTER ROLL 25MMX3M, 1 X NON-ALLERGENIC PLASTER TAPE 25MMX3M, 1 X PLASTER STRIPS (20), 4 X FIELD DRESSING BANDAGE NO.5, 4 X FIELD DRESSING BANDAGE NO.3, 4 X PAIR MEDICAL EXAMINATION GLOVES, - M/L, 2 X PLASTIC INTERLOCKING SPLINTS, 2 X CPR MOUTHPIECE, 1 X SPACE RESCUE BLANKET - ADULT, 1 X BURNSHIELD DRESSING 10X10CM, 1 X BURNSHIELD DRESSING 20X20CM, 1 X DISPOSABLE CERVICAL COLLAR - LARGE, 4 X CHEM-VAC ABSORBENT PAD BODY FLUIDS, 2 X HIGH RISK GLOVES BLUE -PAIR - MEDIUM/LARGE, 1 X DET-SAN DETERGENT SACHET 30G, 1 X MEDICAL WAIST BAG, 1 X PLASTIC ULTRA SEAL SET, 2 X YELLOW, 2 X RED;	EA	25		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

	6383.82, 2 302.92, PAGE 1				
0068500	SAVLON 2L	EA	40		
0698577	SPHYGMOMANOMETER: TYPE: PORTABLE; DISPLAY: DIGITAL; PRESSURIZATION: 28 MM HG; CUFF SIZE: 250-450 MM; CUFF MATERIAL: FABRIC COVERED NEOPRENE BLADDER; ACCURACY: 3 MM HG; MEASUREMENT RANGE: 0-280 MM HG	EA	25		
0248827	SURGICAL SCISSOR	EA	25		
0666673	WIPE: TYPE: DISINFECTING; DIMENSIONS: 20 X 14 CM; MATERIAL: NON-WOOVEN; PRE-IMPREGNATED; MODEL NO: STERITECH	EA	150		
0698578	STETHOSCOPE: TYPE: DUAL TUBE; SIZE DESIGNATION: 700 MM; PICKUP SIZE: 44 MM; DOUBLE SIDED	EA	25		
0698483	BLADE, SURGICAL KNIFE: DESIGN DESIGNATION: BULL NOSE; SPECIFIC USE: STITCH CUTTER; MATERIAL: CARBON STEEL; BLADE SIZE: STANDARD	EA	15		
0698580	SYRINGE: CAPACITY: 2 ML; BOX=100	EA	25		
0698581	SYRINGE: CAPACITY: 5 ML; BOX=100	EA	25		
0698582	SYRINGE: CAPACITY: 10 ML; BOX=100	EA	25		
0698583	SYRINGE: CAPACITY: 20 ML	EA	100		
0698584	SYRINGE: CAPACITY: 50 ML	EA	50		
0698588	THERMOMETER: TYPE: DIGITAL; RANGE: 34-43 DEG C; GRADUATIONS: 0.1 DEG C; NON-TOUCH; DEVIATION RATE OF 0.2-0.3 DEG C	EA	15		
0698496	DEPRESSOR, TONGUE: DESIGN DESIGNATION: STRAIGHT; MATERIAL: WOOD; LENGTH: 152.4 MM; WIDTH: 17.5 MM; BOX=100; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	100		
0697252	BANDAGE: TYPE: TRIANGULAR; WIDTH: 101.6 CM; LENGTH: 101.6 CM; MATERIAL: CLOTH; COLOR: WHITE	EA	50		
0698590	TWEEZERS: LENGTH: 130 MM; MATERIAL: PLASTIC	EA	50		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0706782	SWAB, MEDICAL: USAGE DESIGN: ALCOHOL; SIZE: 100 M2; MATERIAL: COTTON GAUZE; UNIT PACKAGE QUANTITY: 100; UNIT PACKAGE TYPE: SEALED PACKET; WEBCOL SWABS	EA	25		
0698523	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.52 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.19 IN; WELCH ALLYN	EA	50		
0698524	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.7 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.25 X LG 0.747 IN; WELCH ALLYN	EA	80		
0698525	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.7 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.3 X LG 0.85 IN; WELCH ALLYN	EA	80		
0698521	KIT: TYPE: MEDICAL; APPLICATION: WOUND DRESSING; COMPRISING: COTTON BALLS, GAUZE, MEDIUM GLOVES, STERILE FIELD SHEET, AND SMALL PLASTIC TRAY	EA	75		
0698482	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: DIA 35 X LG 890 MM; CONNECTION: FLAT; TYPE: 2C	EA	100		
0706781	MASK: TYPE: N95; DIMENSIONS: MIN 0.3 UM; FACEPIECE MATERIAL: ELECTROSTATIC NON-WOVEN POLYPROPYLENE FIBER	EA	75		
0698528	MASK, SURGICAL: MATERIAL: NONWOVEN POLYPROPYLENE FABRIC; SIZE: MEDIUM; ATTACHMENT METHOD: ELASTIC EAR LOBE STRINGS; 0.3 UM, SABS APPROVED; QTY=20	EA	100		
0698560	OVERSHOES, DISPOSABLE: TYPE: BOOT; COMMERCIAL SIZE: UNIVERSAL; MATERIAL: LAMINATES; COLOR: GREEN/WHITE; STYLE: LONG PROFILE, EXTENDS TO CALVES; FASTENING METHOD: ANKLE TIES; SPECIAL FEATURES: CALF ELASTICS; SABS APPROVED; QTY=50	EA	120		
0698495	COVERALL: TYPE: DISPOSABLE; SIZE: STANDARD; MATERIAL: POLYPROPYLENE 100 PCT; STYLE: WHITE WITH ELASTIC WASTE FOR ADJUSTMENT; QTY=50	EA	120		

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

0698487	CAP, DISPOSABLE: TYPE: SURGICAL; SIZE: ONE SIZE FITS ALL; QTY=50; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	120		
0698643	APRON: TYPE: DISPOSABLE; SIZE: ADJUSTABLE; MATERIAL: PLASTIC; STYLE: FULL LENGTH; WHITE DISPOSABLE APRONS; TIE BACK; ONE SIZE FIT ALL	EA	120		
0698509	FACESHIELD, SAFETY: TYPE: ANTI FOG; DIMENSIONS: WD 250 X LG 300 X DP 250 MM; MATERIAL: PVC; COLOR: TRANSPARENT; SPECIAL FEATURES: GLASSES FRAME; BLUE CLIP; SABS APPROVED	EA	120		
0698501	DISINFECTANT: TYPE: HAND SANITIZER; UNIT PACKAGE TYPE: BOTTLE; PACKAGE WEIGHT: 5 L; ALCOHOL 70 PCT	EA	30		
0698522	KIT: TYPE: CUFF; APPLICATION: SPHYGMOMANOMETER; COMPRISING: CUFF L, CUFF XL AND BAG	EA	15		
0698517	JAR: TYPE: URINE SPECIMEN; SIZE: 200 ML; MATERIAL: PLASTIC; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	EA	75		
0685094	BATTERY: TYPE: DURACELL AAA; POTENTIAL: 1.5 V; 4 PACK	EA	400		
0667280	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3 V; DIMENSIONS: DIA 20 MM; CONNECTION: SLIDE IN; TYPE: CR2032	EA	200		
0550728	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: AA; CONNECTION: FLAT PIN; TYPE: COPPERTOP; MANUF P/N: LR6; PACKAGING: EIGHT BATTERIES PER PACK	EA	300		
0400619	BATTERY, DRY CELL: MATERIAL: ZN CARBON; POTENTIAL: 1.5 V; DIMENSIONS: D; LARGE; CONNECTION: FLAT; TYPE: TORCH; REFERENCE NO: R20PP; BLACK	EA	200		

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

Contents

Part 3: Scope of Work	13
C3.1: Purchaser's Goods Information.....	Error! Bookmark not defined.
1 Overview and purpose of the <i>goods and services</i>.....	Error! Bookmark not defined.
2 Specification and description of the <i>goods</i>	Error! Bookmark not defined.
2.1 <i>Purchaser's design</i>	Error! Bookmark not defined.
2.2 <i>Procedure for submission and acceptance of Supplier's design</i>	Error! Bookmark not defined.
2.3 <i>Other requirements of the Supplier's design</i>	Error! Bookmark not defined.
2.4 <i>Use of Supplier's design</i>	Error! Bookmark not defined.
2.5 <i>Manufacture & fabrication</i>	Error! Bookmark not defined.
2.6 <i>Factory acceptance testing (FAT)</i>	Error! Bookmark not defined.
2.7 <i>Other tests and inspections and commissioning in place of use</i>	Error! Bookmark not defined.
2.8 <i>Operating manuals and maintenance schedules</i>	Error! Bookmark not defined.
3 Supply Requirements	Error! Bookmark not defined.
4 Specification of the services to be provided.....	Error! Bookmark not defined.
5 Constraints on how the <i>Supplier Provides the Goods</i>.....	Error! Bookmark not defined.
5.1 <i>Programming constraints</i>	Error! Bookmark not defined.
5.2 <i>Work to be done by the Delivery Date</i>	Error! Bookmark not defined.
5.3 <i>Marking the goods</i>	Error! Bookmark not defined.
5.4 <i>Constraints at the delivery place and place of use</i>	Error! Bookmark not defined.
5.5 <i>Cooperating with Others</i>	Error! Bookmark not defined.
5.6 <i>Services & other things to be provided by the Purchaser or Supplier</i>	Error! Bookmark not defined.
5.7 <i>Management meetings</i>	Error! Bookmark not defined.
5.8 <i>Documentation control</i>	Error! Bookmark not defined.
5.9 <i>Health and safety risk management</i>	Error! Bookmark not defined.
5.10 <i>Environmental constraints and management</i>	Error! Bookmark not defined.
5.11 <i>Quality</i>	Error! Bookmark not defined.
5.12 <i>Invoicing and payment</i>	Error! Bookmark not defined.
5.13 <i>Insurance provided by the Purchaser</i>	Error! Bookmark not defined.
5.14 <i>Contract change management</i>	Error! Bookmark not defined.
5.15 <i>Provision of bonds and guarantees</i>	Error! Bookmark not defined.
5.16 <i>Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier</i>	Error! Bookmark not defined.
6 Procurement.....	Error! Bookmark not defined.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

<u>6.1</u>	<u>Subcontracting</u>	.....	Error! Bookmark not defined.
<u>6.1.1</u>	<u>Preferred subcontractors</u>	.....	Error! Bookmark not defined.
<u>6.1.2</u>	<u>Limitations on subcontracting</u>	.....	Error! Bookmark not defined.
<u>6.1.3</u>	<u>Spares and consumables</u>	.....	Error! Bookmark not defined.
<u>6.1.4</u>	<u>Other requirements related to procurement</u>	.....	Error! Bookmark not defined.
<u>6.1.5</u>	<u>Cataloguing requirements</u>	.....	Error! Bookmark not defined.
<u>7</u>	<u>List of drawings</u>	.....	Error! Bookmark not defined.
<u>7.1</u>	<u>Drawings issued by the Purchaser</u>	.....	Error! Bookmark not defined.
<u>C3.2 Supplier's Goods Information</u>		.....	Error! Bookmark not defined.

Overview and purpose of the goods and services

Supply and delivery of various medical supplies on an as and when required basis for a period of 5 years.

Specification and description of the goods

Supply and delivery of Various Medical supplies on an as and when required basis for a period of 5 years.

The product covered by this Contract includes - The supply and delivery of medicine as follows:

- a) On "as and when required" basis for a specific period when an order is placed.
- b) for a period of five (5) years
- c) To supply and delivery of medication to Eskom Rotek Industries Medical Centre in Gauteng Province.
- d) Maximum turnaround time should be (72) hours.
- e) Supply Generics where appropriate to save on costs as these are equally effective.
- f) Medicine supplied must have a shelf life of about (2) two years minimum.
- g) Cold chain must be maintained for vaccines during transportation to ensure efficacy and risk aversion.

1.1 Factory acceptance testing (FAT)

The *Supply Manager* will inform the *Supplier* on the purchase order if factory acceptance test is required before delivery. The factory acceptance test will be performed by the engineer from Eskom. The Supply Manager shall provide the information of engineer to witness factory acceptance test. The test procedure or plan must be shared with the *Supply Manager* for acceptance before the actual testing date.

1.2 Other tests and inspections and commissioning in place of use

All goods are to be tested and quality checked by the *Supply Manager* engineers upon Delivery. The *Supplier* does not need to witness the test and quality checks.

1.3 Operating manuals and maintenance schedules

Where applicable; test certificates, material certificate, manuals, General Arrangement (GA) drawing/s, Approved Inspection Authority (AIA) stamp and signature provided as required. All documents must be obtained during or before delivery of goods.

Data capturing forms information must be supplied and must meet an acceptable level.

2 Supply Requirements

The following are *supplier's* requirements:

- a) To supply and delivery of medication to Eskom Rotek Industries Medical Centre in Gauteng Province.

b) . The various medical supplies will be delivered with all of the required data books and certificates, where required.

Eskom Rotek Industries Working Times: Monday – Thursdays: 08h00 – 16h30

Fridays: 07H00 – 14h30

- c) Only once the various medical supplies have passed the Quality control checks and are booked into the system can payment be affected.
- d) The Delivery and Transport Costs (including off-loading items) must be included in the quotation.

The following packaging requirements should be adhered to:

- a) The Goods are to be packaged in such a manner that they can be transported and stored for an extended period of time without resulting in damage to the goods.
- b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
- c) Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.
- d) It will also not be necessary to open packaging for any lifting or transport operation.
- e) Where eyebolts are fitted to move the goods, these eyebolts should be fitted in such a way that they can be easily removed and replaced with the Purchaser's eyebolts, ensuring that the packaging stays intact.
- f) Packaging and labelling of supplies should ensure that the medicine can be identified without opening the packaging.
- g) Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- h) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
 - Order number,
 - A short description of the component
 - Eskom stock number
 - Manufacturing date, where possible

3 Specification of the services to be provided.

Refer to Eskom Rotek Industries Scope of work for the supply of various medical supplies

4 Constraints on how the *Supplier* Provides the Goods

4.1 Programming constraints

The *Supplier* to provide delivery plan (as per clause 31.2) of the goods after receiving the purchase order.

4.2 Work to be done by the Delivery Date

No incorrect, damaged or faulty medical supplies will be accepted. All medical supplies will be inspected before and after offloading. Where testing is required, the test will be done during delivery. All required manuals and test certificates must be available during delivery.

4.3 Constraints at the delivery place and place of use

The *Supplier* shall adhere to Eskom speed limit of 40 km/h while driving on site. The preferred delivery times are Monday to Thursday between 07:00-16:00 and Friday between 07:00-12:00. However, for urgent delivery, the *Supplier* will communicate with the *Supply Manager* to agree on the time and date of delivery. The *Supplier* shall adhere to Eskom Life Saving rules

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

The *Purchaser* will provide the overhead cranes and forklift during offloading of the goods. The *Purchaser* will also provide the operator for both machines.

4.5 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.

4.6 Documentation control

Contractual communication can be done through emails. For urgent request, both Parties can use telephone as form of communication, however it should be confirmed by email.

4.7 Health and safety risk management

Compliance to the Eskom Lifesaving Rules Procedure 240-62196227, National Road Traffic Act 93 of 1996, Eskom Vehicle Safety Specifications 32-345, Vehicle & Driver Safety Management Procedure 240-62946386, Occupational Health and Safety Risk Assessment Procedure 32-520, Occupational Health & Safety Act 85 of 1993,

- Driver training & competence
- Strict adherence to the rules and Eskom
- vehicle specifications and other procedures
- .Strict adherence to Eskom offloading
- processes
- Adherence to vehicle maintenance plans
- and daily/pre-trip inspections
- Strict adherence to travelling task risk assessment

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

4.8 Environmental constraints and management

Contractor to be familiarized with the municipal By-Laws and site specific environmental procedures including but not limited to the Waste Management Procedure and Environmental Spill Management Procedure

No EIA needed.

Supplier to be compliant to the ISO 14001 standard and shall submit the following:

- Aspect and impact register
- Environmental Management plan for significant aspects

Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department

4.9 Quality

Quality assurance requirements

- Quality Management System: The Contractor shall be required to demonstrate by means of a Contract Quality Plan meeting the minimum requirements of ISO 10005, that the organisation is so structured, and all the requirements of the specification will be properly monitored and controlled.
- The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Plan document is to be submitted for approval to Eskom Rotek Industries within three (3) days after order placement by the Contractor.

The Supplier shall prepare and submit quality documentation as per the tender selected category (indicated in Form A) using the tender returnable document. By signature on Form A, The Contractor acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

The Supplier further ensures that the outsourced product/service programmes conform to the requirements of the Works

Quality requirements categorisation: Category 3- Quality Requirements to be met.

Risk Management: The service provider to develop, implement and maintain Risk Management Plan/Risk Register. List all Risks associated with delivering the scope of work, what actions will be taken to minimise and mitigate the identified Risks.

The service provider supplying medicine, pharmaceutical consumables, and oxygen Eskom Rotek Industries must hold all required licenses and accreditations from relevant health authorities to supply pharmaceuticals, medical consumables, and oxygen.

Medicine and certain pharmaceutical consumables must be transported under strict temperature controls (e.g., cold chain logistics) to ensure product integrity. Oxygen must be transported in compliance with safety regulations for gas cylinders.

Eskom shall be informed of non-conforming products and services as soon as such non-conformances are recognized by the supplier. The supplier shall implement the respective processes which must adequately reflect Eskom involvement.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

The supplier should maintain comprehensive records for traceability, including batch numbers, manufacturer details, and delivery logs, to ensure accountability in the event of a product recall.

A proven track record of supplying high-quality pharmaceutical products and consumables to similar clients, along with positive references to be provided.

4.10 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 which is **4740101508**.
- 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;

Procedure for invoice submission and payment

- All Electronic invoices must be sent in PDF format only.
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060 or email:fss@eskom.co.za

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

Constraints (see clause 11.2 (5))

- Failure to meet all the requirements of the above specifications, shall result in rejection by the *Purchaser*.
- On date of delivery, Quality Control inspection shall be conducted by the *Purchaser*

3.2 Incidents / Accidents

- Incidents and accidents must be reported to the *Purchaser* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Eskom Rotek Industries medical centre at a fee. The availability of the *Supplier*'s own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

3.3 Fire Prevention

- Fire prevention and protection requirements, to which *Suppliers* must comply, are detailed in LBA 00030.

3.4 Protective Equipment and Clothing

- The *Supplier* supplies his own personal protective equipment necessary to carry out the *works* and the *Supplier* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Supplier* is also responsible to inspect and maintain such equipment as required in terms of the OHSACT and local procedures.

3.5 Inspection of Equipment

- The *Supplier's* equipment is inspected by an authorised Eskom employee on arrival at the site.

3.6 Environmental Policy and Waste Handling

National Environmental Management Act

In carrying out his obligation as the mandatory to the *Purchaser* for this contract in terms of the National Environmental Management Act No. 107 of 1998, the *Supplier* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment. The *Supplier* assumes complete responsibility for waste upon collection of the material and indemnifies the *Purchaser* against any liability in terms of Chapter 7 (particularly Section 28) of the Act.

Eskom Rotek Industries Environmental Procedure **LBA 00040** must be adhered to.

3.7 Equipment or Material Access and Removal

- The *Supplier* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on **an OV18 form**.
- If the equipment or material is to be removed the same day then the OV18 form will need to be produced at the gate when leaving the site.
- The *Supplier* is not allowed to remove any equipment or materials from site without producing the relevant **OV18** forms or the equipment lists.

4. Health and Safety requirements (clause 17.1)

The *Supplier* ensures that he complies to the Occupational Health and Safety Act (Act 85 of 1993-Section 37)

The South African National Roads Agency Limited and National Roads Act

The *Supplier* will adhere to the South African National Roads Agency Limited and National Roads Act No. 7 of 1998 at all times.

Safety Induction Course

- All the employees of the *Supplier* must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Supplier* to ensure that all employees have attended the safety induction.

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

Transportation of passengers: open LDV's:

No *Eskom* employee or *Supplier* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Supplier* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and *Suppliers*.

- Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol).
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

5. Standards applicable (clause 21.1)

Category 3: Quality Assessment

6. Services and other things provided by the *Purchaser* (clause 31.2)

Off-loading equipment is available on request.

7. Packing, transport and offloading

SUPPLY AND DELIVERY OF VARIOUS MEDICAL SUPPLIES ON "AN AS AND WHEN REQUIRED" BASIS TO ESKOM ROTEK INDUSTRIES FOR A FIVE (5) YEAR PERIOD

The *Supplier* shall transport the various medical supplies packed to ensure safe off-loading.

8. Test and inspections

The *Purchaser* reserves the right to carry out random checks in terms of any of the tests.

Other requirements related to procurement.

SUPPLIER DEVELOPMENT LOCALISATION & INDUSTRIALISATION

Xx

List of drawings

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
N/A		