



NEC3 Supply Contract (SC3)

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

and

**for Supply and Delivery of General Consumables to
Matimba Power Station over a period of Five years
on as and when required basis**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Purchaser*

C1.2b Contract Data provided by the *Supplier*.

[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:

Manufacture, Supply, and delivery to site of Personal Protective Equipment Clothing and Accessories to Matimba Power Station over a period of five years on as and when required basis.

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	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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*.

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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**

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

(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	N/A	N/A

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)*
**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**
Name &
signature
of witness

Date

C1.2 SC3 Contract Data

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		W1 : Dispute Resolution procedure X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages
	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.	
	F	
10.1	The <i>Supply Manager</i> is (name):	
	Address	Matimba Power Station
	Tel	
	Fax	N/A
	e-mail	
11.2(13)	The <i>goods</i> are	General Consumables
11.2(13)	The <i>services</i> are	a) Supply and Delivery of General Consumables to Matimba Power Station over a period of Five years on as and when required basis
11.2(14)	The following matters will be included in the Risk Register	1. Time: Late Deliveries 2. Safety: Non-Compliance to Eskom requirement and other requirements 3. Quality: Non – Compliance to Eskom Quality requirements 4. Environment: Non-Compliance to environmental compliance obligations.

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

5. Other: Skills Development and Localisation.

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	5 working days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	Goods shall be delivered as and when required basis over the period of five (5) years. On the dates to be stated in every purchasing order.
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	N/A
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	N/A
4	Testing and defects	
42	The <i>defects date</i> is	2 weeks after Delivery.
43.2	The <i>defect correction period</i> is	4 weeks
	except that the <i>defect correction period</i> for	4 weeks
	and the <i>defect correction period</i> for	4 weeks
42.2	The <i>defects access period</i> is	5 days or as agreed by the parties involved
	except that the <i>defect access period</i> for	5 days or as agreed by the parties involved
	and the <i>defect access period</i> for	5 days or as agreed by the parties involved
5	Payment	
50.1	The <i>assessment interval</i> is	between the 30 days of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	As per Eskom payment terms aligned to vendor registration and undisputed invoices and process followed.		
51.4	The <i>interest rate</i> is	N/A		
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.		
9	Termination and dispute resolution			
94.1	The <i>Adjudicator</i> is	To be appointed when a dispute arises by mutual agreement of both parties. 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).		
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	Gauteng 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	(CPA will be effective 16 months from contract base date.)		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	Material	80%	SEIFSA Table D-3 (CPI)	
	Transport	5%	SEIFSA L-2(B)	

	Fixed	15%	Non-adjustable	
		100%		
X2	Changes in the law			
X2.1	A change in the law	is a compensation event if it occurs after the Contract Date		
X7	Delay damages	Will be determined as per NCR raised		
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Incorrect items or late deliveries	1% per day up to 10% of Purchasing order value	
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

- 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 <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- 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 *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* 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	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<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 <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- 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 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	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	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

³ 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*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

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)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ 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:	Supply and Delivery of General Consumables to Matimba Power Station over a period of Five years on as and when required basis
11.2(11)	The tendered total of the Prices is	
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	N/A
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	Stated in every purchasing order.
31.1	The programme identified in the Contract Data is contained in:	N/A
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	N/A

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	22
C2.2	The <i>price schedule</i>	24

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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

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;
- 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*

Item nr	Material number	Material Description and Texts	UMC	QTY	Unit Price	Total Price
1	0010142	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: BLACK; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA			
2	0010143	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: BLUE; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA			
3	0010144	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: RED; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA			
4	0010145	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: WHITE; PVC, TO SABS 122; 0.18MM THK; ADHESIVE	EA			
5	0010161	TAPE, ELECTRICAL: WIDTH: 19 MM; LENGTH: 9.15 M; MATERIAL: RUBBER; COLOR: BLACK; SUPPL P/N: SCOTCH23; SPECIFICATION: C.O.C; Q4:NSF:NC:0; REFERENCE NO: 23; 0.76MM THK; SCOTCH22; SCOTCH23	EA			
6	0016494	TAPE, ADHESIVE: TYPE: MASKING; DIMENSIONS: WD 24 MM X LG 40 M; MATERIAL: PAPER; COLOR: BUFF; BORE 75MM; MOISTURE OIL AND SOLVENT RESISTANT	EA			
7	0016512	PAPER, BOND: SIZE: A4; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G/M2; PACKAGE TYPE: REAM; PACKAGE QUANTITY: 500 PAGES; SUPPL P/N: SATYA4WHBX; MODEL NO: 80 GSM; 210 MM WD X 297 MM LG	EA			
8	0016853	TAPE, THREAD: TYPE: SEALING; WIDTH: 10 MM; MATERIAL: PTFE; COLOR: WHITE; REFERENCE NO: PTFE; WITHOUT DISPENSER; THK 0.075 MM	EA			
9	0017028	TOWEL, PAPER: TYPE: DISPOSABLE MEDICAL; WIDTH: 250 MM; COLOR: WHITE; REFERENCE NO: 056028; 2 PLY,	EA			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

		100 SHEETS PER ROLL, 18 ROLLS PER BOX, ENC 00174 LINE 3				
10	0017030	TOWEL, PAPER: TYPE: DISPOSABLE; WIDTH: 240 MM; LENGTH: 405 MM; COLOR: WHITE; REFERENCE NO: 285916; 2 PLY, FOLDED; 120 TOWELS PER SLEEVE; 20 SLEEVES PER CASE; 1 SLEEVE IS 1 EA	EA			
11	0035088	COMPOUND: TYPE: SPRAY, ANTI SPATTER R; CONTAINER: CAN AEROSOL 500 ML; PHYSICAL FORM: SPRAY; SUPPL P/N: W034-010; FOR WELDING; SILICON AEROSOL; CHEMICALS TO BE SUPPLIED WITH MSDS AND SECTION 12 ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL	EA			
12	0054586	MEMBRANE: TYPE: DETECTOR; MATERIAL: PAPER; REFERENCE NO: 2952; ON ORBISPHERE, 1 EACH = @ 25; SIZE: 36 MM DIA X 0.5 MM THK	EA			
13	0098340	COMPOUND, SEALING: TYPE: PASTE; COLOR: CLEAR; CONTAINER: CAN PLASTIC 500 G; SUPPL P/N: 900; CHESTERTON 900 GOLD END	EA			
14	0109469	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 100; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN	M			
15	0109476	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 120; OVERALL WIDTH: 25 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: CLOTH; BOND: RESIN BOND	M			
16	0109477	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 60; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; BOND	M			
17	0109480	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 220; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; BOND	M			
18	0109519	COMPOUND, ABRASIVE: GRIT: COARSE; CONTAINER: CAN 500 G; ABRASIVE MATERIAL: SILICON CARBIDE GREASE BASE; USAGE DESIGN: VALVE; SUPPL	KG			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

		P/N: 362; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT				
19	0109520	COMPOUND, ABRASIVE: TYPE: VALVE GRINDING; GRIT: FINE; CONTAINER: CAN 500 G; FORM: PASTE; ABRASIVE MATERIAL: SILICON CARBIDE GREASE BASE; SUPPL P/N: 360; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	KG			
20	0109525	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 80; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; COMBINATION BACKING; BOND, EMERY	M			
21	0135183	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: PVC; COLOR: GREEN; 0.18MM THK; ADHESIVE	M			
22	0144627	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 VDC; DIMENSIONS: WD 25 X LG 45 MM; CONNECTION: SOLDER LEADS AXIAL; TYPE: C; SUPPL P/N: CR-V3 ; COMPLETE WITH CONTACT PLATES FOR USE ON BACK UP SUPPLIES ON INSTRUMENTS; OPPOSITE DIRECTION	EA			
23	0144628	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 VDC; DIMENSIONS: D; CONNECTION: FLAT TERMINALS; REFERENCE NO: TL2300; WITH METAL CONTACTS; SIZE 59.5MM LONG; 32.5MM DIAMETER; INORGANIC	EA			
24	0144629	BATTERY, DRY CELL: MATERIAL: LITHIUM INORGANIC; POTENTIAL: 3.6 VDC; DIMENSIONS: AA; CONNECTION: FLAT TERMINALS; SUPPL P/N: TL2150; SIZE 1/2	EA			
25	0144638	BATTERY, DRY CELL: MATERIAL: ZN CARBON; POTENTIAL: 1.5 VDC; DIMENSIONS: AA; CONNECTION: FLAT TERMINALS; SUPPL P/N: MX1500; BOX OF 24 EACH	EA			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

26	0144639	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: C; CONNECTION: FLAT; CURRENT CAPACITY: 1.969 MA HR; REFERENCE NO: R14UP/2B	EA			
27	0144641	BATTERY, DRY CELL: MATERIAL: ZN CARBON; POTENTIAL: 9 VDC; DIMENSIONS: WD 26 X LG 45 X THK 17 MM; CONNECTION: CLIP ON (MALE X FEMALE)	EA			
28	0144652	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: D; CONNECTION: FLAT TERMINALS; SUPPL P/N: MN1300; REFERENCE NO: LR20; AMP HOUR 1300MIN, SAFETY DATA SHEETS REQUIRED ON DELIVERY HAZARDOUS SUBSTANCES; THIS PRODUCT IS CLASSIFIED AS A HAZARDOUS SUBSTANCE AND SAFETY BROCHURES MUST ACCOMPANY DELIVERY; IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) ACT85 OF 1993 SECTION 10 AND 11	EA			
29	0144659	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: AAA; CONNECTION: FLAT TERMINALS; SUPPL P/N: MN2400	EA			
30	0157097	PAPER, BOND: SIZE: A3; COLOR: WHITE; NOMINAL BASIS WEIGHT: 80 G/M2; SPECIFIC USE: PHOTO COPYING; SHORT GRAIN, ROTATRY TRIM	EA			
31	0157625	CREAM, BARRIER: TYPE: EMULSION; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 500 ML; INGREDIENT AND STRENGTH: SI FREE; PROTECTION PROVIDED: SOLVENTS; REFERENCE NO: NO: 2; SMOOTH NON GREASY, REINOL SOLVGARD, COLOUR: WHITE, STABLE, EASY TO SPREAD EMULSION, CONTAINER WITHOUT DISPENSING PUMP	EA			
32	0157656	CREAM, BARRIER: TYPE: SKINCARE; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 500 ML; INGREDIENT AND STRENGTH: SI FREE; REFERENCE NO: NO: 1; SPECIAL, WITH MF-HYDRO, REINOL, COLOUR: WHITE, NON-GREASY, STABLE, OIL IN WATER EMULSION, CONTAINER WITHOUT DISPENSING PUMP	EA			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

33	0158439	TOWEL, HAND: WIDTH: 540 MM; LENGTH: 1.02 M; MATERIAL: COTTON; COLOR: WHITE WOVEN ESKOM LOGO; REFERENCE NO: T43; NEW ESKOM LOGO IN PANTONE BLUE	EA			
34	0158540	STICK: TYPE: STIRRING; WIDTH: 10 MM; LENGTH: 115 MM; THICKNESS: 1 MM; MATERIAL: PLASTIC	EA			
35	0158684	TAPE, EMBOSSING: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 12 MM; NOMINAL LENGTH: 8 M; MATERIAL: PLASTIC; TYPE: CARTRIDGE LETTERING/LABELLING; SUPPL P/N: TZ- 631	EA			
36	0158828	PAPER, BOND: SIZE: A3; COLOR: WHITE; SPECIFIC USE: PLOTTING; REFERENCE NO: 17807P; (MATT) NON GLOSSY; SIZE: 297 MM WD X 240 MM LG	EA			
37	0160077	ADHESIVE: TYPE: GASKET; CONTAINER: 100 ML; REFERENCE NO: LOCTITE 595; SILICONE SEALER; CLEAR	EA			
38	0160154	COMPOUND: TYPE: ANTI SEIZE; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE SOFT; SUPPL P/N: 080747; 785 PARTING, CONTAINS NO TOXIC HEAVY METALS, TEMPERATURE RANGE: -34DEG C TO 1204DEG C, APPEARANCE: METALLIC GREY, DENSITY: 1.2KG/L (9.9LBS/GAL), ULTRA FINE PARTICLES, COEFFICIENT OF FRICTION: K-FACTOR (0.17); MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
39	0160164	COMPOUND, SEALING: TYPE: JOINT/WEATHERPROOFING; COLOR: GRAY; CONTAINER: 500 G; SUPPL P/N: 233X; SECOMASTIC SEALING, FOR USE WITH THE 'SECO' (CARTRIDGE TYPE) HAND CAULKING GUN ONLY	EA			
40	0160238	SEALANT: TYPE: THREAD; CONTAINER: BOTTLE PLASTIC 50 G; MATERIAL: CUMENE HYDROPEROXIDE; COLOR: RED; TEMPERATURE RATING: -50 TO +/-150 DEG C; APPLICATION: PIPES/FITTINGS; SETTING CONDITION: DISASSEMBLY STRENGTH MEDIUM; SPECIFICATION: EN 751-1; NG-5146AR0855; REFERENCE NO:	EA			

		542; HYDRAULIC, FOR HIGH PRESSURE LOCKS AND FITTINGS				
41	0160239	ADHESIVE: TYPE: CONTACT; CONTAINER: TUBE 50 ML; REFERENCE NO: 572; PIPE SEALANT, COMPLETE WITH DISPENSER NOZZLE, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
42	160243	ADHESIVE: TYPE: APV CEMENT; CONTAINER: CAN 1 L; REFERENCE NO: 412910; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
43	0160251	ADHESIVE: TYPE: CONTACT; CONTAINER: BOTTLE PLASTIC 20 G; REFERENCE NO: CA120; QUICK BOND RICEM, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; SUPPLIERS TO PROVIDE EXPIRY/MANUFACTURING DATE OF THE ITEM	EA			
44	0160256	ADHESIVE: TYPE: CERAMIC TILE EPOXY; CONTAINER: CAN 3.8 KG; MORTAR BOND, TYPE: MM701, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
45	0160257	COMPOUND: TYPE: CERAMIC EPOXY; CONTAINER: KIT 0.5 KG; ALUMINA, WEAR RESISTANT FILLERS, SPECIFICATION: RESISTENT FILLERS, BURNING TIME: 30 MINUTES AT 25DEG C, 45 MINUTES AT 25DEG C, CURE TIME: 1 HOUR AT 25DEG C, TEMPERATURE RESISTANCE 6DEG C, COMPREHENSIVE STRENGTH 131MPA, FLEXURAL STRENGTH 52MPA, IMPACT STRENGTH 25MM, APPLICATION RANGE 3MM	EA			

46	0160266	COMPOUND, SEALING: TYPE: GASKET/JOINT; COLOR: BLUE UNIVERSAL; CONTAINER: TUBE 100 G; MATERIAL: POLYESTER URETHANE; SUPPL P/N: PL32M; CLAUSE: 1: PLEASE ENSURE THAT SHELF LIFE HISTORY AND EXPIRY DATES ARE DISPLAYED, 2: ITEMS SUBJECTED TO SHELF LIFE WILL NOT BE ACCEPTED TO ESKOM IF MORE THAN 25 PCT OF THE SHELF LIFE HAS ALREADY EXPIRED PRIOR TO DELIVERY; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
47	0160532	TAPE, DUCT: NOMINAL WIDTH: 48 MM; NOMINAL LENGTH: 25 M; MATERIAL: VINYL; COLOR: SILVER; ADHESIVE LOCATION: BACK; SUPPL P/N: 171; SEALING	EA			
48	0161171	COFFEE, ROASTED: TYPE: MOCHA JAVA; FORM: POWDER; PACKAGE TYPE: PACK; PACKAGE WEIGHT: 1 KG; 40 SACHET AND FILTER	EA			
49	0162995	TAPE, SAFETY BARRIER: DESIGNATION: ESKOM; LAYOUT: DIAGONAL RED/WHITE STRIPES; DIMENSIONS: WD 75 MM X LG 500 M; MATERIAL: PVC	M			
50	0190043	ADHESIVE: TYPE: SILICON; CONTAINER: TUBE 310 ML; HIGH TEMPERATURE; COLOR: RED, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA			
51	0210214	COMPOUND: TYPE: SPATTER RELEASE 640; CONTAINER: CAN 240 G; SUPPL P/N: 034-010; NON SILICONE AND NON WATER BASED	EA			
52	0218642	COMPOUND: TYPE: CHESTERTON 787 SLIDING; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE; SUPPL P/N: 787; CHESTERTON 787 SLIDING; COLOUR: BLK	EA			
53	0222603	SUNSCREEN: TYPE: SUNBLOCK; PHYSICAL FORM: CREAM; SUN PROTECTION FACTOR: UV SPF 40+;	EA			

		CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 150 ML; COLOR: WHITE; SPECIFICATION: 240-44175132; SPECIAL FEATURES: WATER RESISTANT; MOISTURISER; SUNSCREEN PRODUCTS SHALL BE IN ACCORDANCE WITH SANS 1557; THIS CODE SPECIFIES REQUIREMENTS FOR SUNSCREEN PRODUCTS SUITABLE FOR TROPICAL USE FOR THE PROTECTION OF HUMAN SKIN AGAINST THE ADVERSE EFFECTS OF SOLAR UV RAYS; THE PRODUCT SHALL BE FREE FROM PALPABLE PARTICLES; THE PRODUCT SHALL NOT CONTAIN ANY SUBSTANCES PROHIBITED IN TERMS OF THE CURRENT FOODSTUFF; COSMETICS AND DISINFECTANT ACT; THE MAXIMUM CONCENTRATION OF THE UV FILTERS IN THE SUNSCREEN PRODUCT SHALL NOT EXCEED THAT APPROVED BY THE DEPARTMENT OF HEALTH				
54	0225061	TAPE, EMBOSSING: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 24 MM; NOMINAL OVERALL THICKNESS: 0.5 MM; NOMINAL LENGTH: 8 M; ATTACHMENT METHOD: ADHESIVE BACKING; MATERIAL: VINYL; TYPE: LAMINATED P TOUCH; SUPPL P/N: TZ-651; APPLICATION: USED ON BROTHER LABEL PRINITNG MACHINE	EA			
55	0230817	BATTERY, DRY CELL: MATERIAL: LEAD; POTENTIAL: 12 VDC; DIMENSIONS: WD 93 X LG 150 X THK 63 MM; CONNECTION: FLAT TERMINALS; CURRENT CAPACITY: 7 AH	EA			
56	0241277	PAPER: TYPE: SHEET; SIZE: A4; COLOR: YELLOW; APPLICATION: PHOTOCOPIER; SUPPL P/N: 3R92107; 80 G/M2, 500 SHEETS PER REAM, WD 210 X LG 297 MM	EA			
57	0242327	COMPOUND, ABRASIVE: CONTAINER: STICK 114 G; FORM: PUTTY; MANUF P/N: 5ES; REFERENCE NO: 0227053; 5 MINUTES RADIO REPAIR; COLOUR BLACK, DENSITY OF 2,2 G/CC (136 LB/ CU LT), SHORE 80MM, CURE TIME: TO 90PCT SHORE 90 MIN DI-ELECTRIC STRENGTH (ASTM D149): 12V/ MICRO (300V/MIL), COMPRESSIVE STRENGTH (ASTM D695) 280 KG/CM, TEMPERATURE LIMIT: WET 54 DEG CEL, DRY 121 DEG C, MSDS TO BE SUPPLIED WITH EVERY BATCH ON DELIVERY	EA			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

58	0248023	PAPER, BOND: SIZE: A4; COLOR: PINK; SPECIFIC USE: PHOTOCOPY; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 500 SHEETS PER REAM; MONDI ROTATRIM;	EA			
59	0251343	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 V; CURRENT CAPACITY: 950 MA HR; TYPE: AA, LOW RATE; TO BE USED AT SOOTBLOWING SYSTEM, CONTENT 0.3 G, IEC SIZE 0.5 R6	EA			
60	0581243	CUP, DISPOSABLE: MATERIAL: PAPER; CAPACITY: 250 ML; PACKAGED QUANTITY: 1000	EA/Box			
61	0584062	LABEL, PRINTER: TYPE: MARKING; MATERIAL: PAPER; LABEL SIZE: WD 100 X LG 62 MM; COLOR: WHITE; QUANTITY: 300 LABELS PER ROLL; MANUF P/N: DK- 11202	EA			
62	0590908	SEALANT: TYPE: NON HARDENING PASTE; CONTAINER: 50 ML; MATERIAL: SILICON; COLOR: CLEAR; TEMPERATURE RATING: -50 TO 300 DEG C; APPLICATION: FLEXIBLE GASKETS; REFERENCE NO: 342; CRACK APPROVED; CATEGORY 19 MATERIAL SAFETY DATE SHEET REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE; EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT	EA			
63	0591047	FLASHLIGHT: TYPE: 400 MAX LUMENS; SIZE NUMBER: 117 X 35 X 35 MM; CELL: (3) AAA; LENS COLOR: CLEAR; MATERIAL: ALUMINIUM ALLOY; POWER: 5 W; REFERENCE NO: SL6023; MODES: HIGH; LOW; STROBE; DUAL BEAM: FLOOD AND INTENSE FOCUS; WATER PROOF: IPX 4; WEIGHT: 100 G	EA			
64	0594565	BATTERY: TYPE: LITHIUM; POTENTIAL: 1.5 V; ENERGIZER ULTIMATE AA PENLIGHTS	EA			
65	0600066	CLOTH, ABRASIVE: TYPE: HAND; FLINT/EMERY GRADE DESIGNATOR: M; OVERALL WIDTH: 100 MM; LENGTH: 10 M; SCOTCH-BRITE ROLL	EA			
66	0614040	BATTERY: TYPE: LEAD ACID RECHARGEABLE; POTENTIAL: 12; CURRENT CAPACITY: 18 AH; SEALED LEAD ACID BATTERY WITH "L" STYLE TERMINALS	EA			

CONTRACT TITLE: Manufacture, Supply and Delivery to site of Personal Protective Equipment Clothing for Matimba Power Station over a period of five years on as and when required basis

67	0656068	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 140 MM; WIDTH: 4.8 MM; LENGTH: 530 MM; MATERIAL: NYLON 6.6; STRENGTH: 22 KG; COLOR: BLACK/WHITE; OEM P/N: HFC 530; 1 EACH = 100 TIES	EA			
68	0656070	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 33 MM; WIDTH: 3.6 MM; LENGTH: 140 MM; MATERIAL: NYLON 6.6; STRENGTH: 18; COLOR: BLACK\WHITE; OEM P/N: HFC 140; 1 EACH = 100 TIES	EA			
69	0656074	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 110 MM; WIDTH: 4.8 MM; LENGTH: 430 MM; MATERIAL: NYLON 6.6; STRENGTH: 22; COLOR: BLACK/WHITE; OEM P/N: HFC 430; 1 EACH = 100 TIES	EA			
70	0667280	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3 V; DIMENSIONS: DIA 20 MM; CONNECTION: SLIDE IN; TYPE: CR2032	EA			
71	0715382	TAPE, DUCT: NOMINAL WIDTH: 48 MM; NOMINAL LENGTH: 25 M; MATERIAL: HIGH STRENGTH CLOTH; COLOR: SILVER; A HIGH STRENGTH CLOTH PRESSURE SENSITIVE SELF ADHESIVE TAPE SUITABLE IN A WIDE VARIETY OF APPLICATIONS IN AUTOMOTIVE, MARINE, HOUSEHOLD AND INDUSTRIAL FOR BINDING AND REPAIRING, REINFORCING, DUCTING, WATERPROOFING AND FOR INSULATION.	EA			
72	0729726	FLASHLIGHT: TYPE: RECHARGEABLE FLASHLIGHT; CELL: 7.4 V; MATERIAL: ALUMINIUM; POWER: 5000 LM; OEM P/N: NEBO-DAVINCI 5000LM; RECHARGEABLE FLASHLIGHT	EA			
73	0730962	STRAW: TYPE: BIODEGRADABLE PAPER STRAW; LENGTH: 230 MM; COVERING: PAPER WRAPPED; PACKAGE QUANTITY: 1000 PER BOX	EA			
74	0736235	BATTERY: TYPE: ALPHACELL 6F22-9V; POTENTIAL: 9 V; CURRENT CAPACITY: 1.2 AH	EA			
75	604517	LUBRICANT:DEWATERING SPRAY;CAN 400 ML	EA			

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	Purchaser's Goods Information	37
C3.2	Supplier's Goods Information	
Total number of pages		

C3.1: PURCHASER'S GOODS INFORMATION

Item No	Material number	Material Description and Texts	UMC
1	0010142	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: BLACK; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA
2	0010143	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: BLUE; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA
3	0010144	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: RED; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA
4	0010145	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: VINYL; COLOR: WHITE; PVC; TO SABS 122; 0.18MM THK; ADHESIVE	EA
5	0010161	TAPE, ELECTRICAL: WIDTH: 19 MM; LENGTH: 9.15 M; MATERIAL: RUBBER; COLOR: BLACK; SUPPL P/N: SCOTCH23; SPECIFICATION: C.O.C; Q4:NSF:NC:0; REFERENCE NO: 23; 0.76MM THK; SCOTCH22; SCOTCH23	EA
6	0016494	TAPE, ADHESIVE: TYPE: MASKING; DIMENSIONS: WD 24 MM X LG 40 M; MATERIAL: PAPER; COLOR: BUFF; BORE 75MM; MOISTURE OIL AND SOLVENT RESISTANT	EA
7	0016512	PAPER, BOND: SIZE: A4; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G/M2; PACKAGE TYPE: REAM; PACKAGE QUANTITY: 500 PAGES; SUPPL P/N: SATYA4WHBX; MODEL NO: 80 GSM; 210 MM WD X 297 MM LG	EA
8	0016853	TAPE, THREAD: TYPE: SEALING; WIDTH: 10 MM; MATERIAL: PTFE; COLOR: WHITE; REFERENCE NO: PTFE; WITHOUT DISPENSER; THK 0.075 MM	EA
9	0017028	TOWEL, PAPER: TYPE: DISPOSABLE MEDICAL; WIDTH: 250 MM; COLOR: WHITE; REFERENCE NO: 056028; 2 PLY, 100 SHEETS PER ROLL, 18 ROLLS PER BOX, ENC 00174 LINE 3	EA
10	0017030	TOWEL, PAPER: TYPE: DISPOSABLE; WIDTH: 240 MM; LENGTH: 405 MM; COLOR: WHITE; REFERENCE NO: 285916; 2 PLY, FOLDED; 120 TOWELS PER SLEEVE; 20 SLEEVES PER CASE; 1 SLEEVE IS 1 EA	EA
11	0035088	COMPOUND: TYPE: SPRAY, ANTI SPATTER R; CONTAINER: CAN AEROSOL 500 ML; PHYSICAL FORM: SPRAY; SUPPL P/N: W034-010; FOR WELDING; SILICON AEROSOL; CHEMICALS TO BE SUPPLIED WITH MSDS AND SECTION 12 ECOLOGICAL INFORMATION OF THE MSDS TO BE COMPLETED IN DETAIL	EA
12	0054586	MEMBRANE: TYPE: DETECTOR; MATERIAL: PAPER; REFERENCE NO: 2952; ON ORBISPHERE, 1 EACH = @ 25; SIZE: 36 MM DIA X 0.5 MM THK	EA
13	0098340	COMPOUND, SEALING: TYPE: PASTE; COLOR: CLEAR; CONTAINER: CAN PLASTIC 500 G; SUPPL P/N: 900; CHESTERTON 900 GOLD END	EA

14	0109469	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 100; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN	M
15	0109476	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 120; OVERALL WIDTH: 25 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: CLOTH; BOND: RESIN BOND	M
16	0109477	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 60; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; BOND	M
17	0109480	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 220; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; BOND	M
18	0109519	COMPOUND, ABRASIVE: GRIT: COARSE; CONTAINER: CAN 500 G; ABRASIVE MATERIAL: SILICON CARBIDE GREASE BASE; USAGE DESIGN: VALVE; SUPPL P/N: 362; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	KG
19	0109520	COMPOUND, ABRASIVE: TYPE: VALVE GRINDING; GRIT: FINE; CONTAINER: CAN 500 G; FORM: PASTE; ABRASIVE MATERIAL: SILICON CARBIDE GREASE BASE; SUPPL P/N: 360; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	KG
20	0109525	CLOTH, ABRASIVE: TYPE: SANDING; FLINT/EMERY GRADE DESIGNATOR: 80; OVERALL WIDTH: 50 MM; LENGTH: 50 M; ABRASIVE MATERIAL: AL OXIDE; BACKING MATERIAL: RESIN; COMBINATION BACKING; BOND, EMERY	M
21	0135183	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: PVC; COLOR: GREEN; 0.18MM THK; ADHESIVE	M
22	0144627	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 VDC; DIMENSIONS: WD 25 X LG 45 MM; CONNECTION: SOLDER LEADS AXIAL; TYPE: C; SUPPL P/N: CR-V3 ; COMPLETE WITH CONTACT PLATES FOR USE ON BACK UP SUPPLIES ON INSTRUMENTS; OPPOSITE DIRECTION	EA
23	0144628	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 VDC; DIMENSIONS: D; CONNECTION: FLAT TERMINALS; REFERENCE NO: TL2300; WITH METAL CONTACTS; SIZE 59.5MM LONG; 32.5MM DIAMETER; INORGANIC	EA
24	0144629	BATTERY, DRY CELL: MATERIAL: LITHIUM INORGANIC; POTENTIAL: 3.6 VDC; DIMENSIONS: AA; CONNECTION: FLAT TERMINALS; SUPPL P/N: TL2150; SIZE 1/2	EA
25	0144638	BATTERY, DRY CELL: MATERIAL: ZN CARBON; POTENTIAL: 1.5 VDC; DIMENSIONS: AA; CONNECTION: FLAT TERMINALS; SUPPL P/N: MX1500; BOX OF 24 EACH	EA
26	0144639	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: C; CONNECTION: FLAT; CURRENT CAPACITY: 1.969 MA HR; REFERENCE NO: R14UP/2B	EA

27	0144641	BATTERY, DRY CELL: MATERIAL: ZN CARBON; POTENTIAL: 9 VDC; DIMENSIONS: WD 26 X LG 45 X THK 17 MM; CONNECTION: CLIP ON (MALE X FEMALE)	EA
28	0144652	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: D; CONNECTION: FLAT TERMINALS; SUPPL P/N: MN1300; REFERENCE NO: LR20; AMP HOUR 1300MIN, SAFETY DATA SHEETS REQUIRED ON DELIVERY HAZARDOUS SUBSTANCES; THIS PRODUCT IS CLASSIFIED AS A HAZARDOUS SUBSTANCE AND SAFETY BROCHURES MUST ACCOMPANY DELIVERY; IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) ACT85 OF 1993 SECTION 10 AND 11	EA
29	0144659	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 VDC; DIMENSIONS: AAA; CONNECTION: FLAT TERMINALS; SUPPL P/N: MN2400	EA
30	0157097	PAPER, BOND: SIZE: A3; COLOR: WHITE; NOMINAL BASIS WEIGHT: 80 G/M2; SPECIFIC USE: PHOTO COPYING; SHORT GRAIN, ROTATRY TRIM	EA
31	0157625	CREAM, BARRIER: TYPE: EMULSION; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 500 ML; INGREDIENT AND STRENGTH: SI FREE; PROTECTION PROVIDED: SOLVENTS; REFERENCE NO: NO: 2; SMOOTH NON GREASY, REINOL SOLVGARD, COLOUR: WHITE, STABLE, EASY TO SPREAD EMULSION, CONTAINER WITHOUT DISPENSING PUMP	EA
32	0157656	CREAM, BARRIER: TYPE: SKINCARE; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 500 ML; INGREDIENT AND STRENGTH: SI FREE; REFERENCE NO: NO: 1; SPECIAL, WITH MF-HYDRO, REINOL, COLOUR: WHITE, NON-GREASY, STABLE, OIL IN WATER EMULSION, CONTAINER WITHOUT DISPENSING PUMP	EA
33	0158439	TOWEL, HAND: WIDTH: 540 MM; LENGTH: 1.02 M; MATERIAL: COTTON; COLOR: WHITE WOVEN ESKOM LOGO; REFERENCE NO: T43; NEW ESKOM LOGO IN PANTONE BLUE	EA
34	0158540	STICK: TYPE: STIRRING; WIDTH: 10 MM; LENGTH: 115 MM; THICKNESS: 1 MM; MATERIAL: PLASTIC	EA
35	0158684	TAPE, EMBOSsing: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 12 MM; NOMINAL LENGTH: 8 M; MATERIAL: PLASTIC; TYPE: CARTRIDGE LETTERING/LABELLING; SUPPL P/N: TZ-631	EA
36	0158828	PAPER, BOND: SIZE: A3; COLOR: WHITE; SPECIFIC USE: PLOTTING; REFERENCE NO: 17807P; (MATT) NON GLOSSY; SIZE: 297 MM WD X 240 MM LG	EA
37	0160077	ADHESIVE: TYPE: GASKET; CONTAINER: 100 ML; REFERENCE NO: LOCTITE 595; SILICONE SEALER; CLEAR	EA
38	0160154	COMPOUND: TYPE: ANTI SEIZE; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE SOFT; SUPPL P/N: 080747; 785 PARTING, CONTAINS NO TOXIC HEAVY METALS, TEMPERATURE RANGE: -34DEG C TO 1204DEG C, APPEARANCE: METALLIC GREY, DENSITY: 1.2KG/L (9.9LBS/GAL), ULTRA FINE PARTICLES, COEFFICIENT OF FRICTION: K-FACTOR (0.17); MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA

39	0160164	COMPOUND, SEALING: TYPE: JOINT/WEATHERPROOFING; COLOR: GRAY; CONTAINER: 500 G; SUPPL P/N: 233X; SECOMASTIC SEALING, FOR USE WITH THE 'SECO' (CARTRIDGE TYPE) HAND CAULKING GUN ONLY	EA
40	0160238	SEALANT: TYPE: THREAD; CONTAINER: BOTTLE PLASTIC 50 G; MATERIAL: CUMENE HYDROPEROXIDE; COLOR: RED; TEMPERATURE RATING: -50 TO +/-150 DEG C; APPLICATION: PIPES/FITTINGS; SETTING CONDITION: DISASSEMBLY STRENGTH MEDIUM; SPECIFICATION: EN 751-1; NG-5146AR0855; REFERENCE NO: 542; HYDRAULIC, FOR HIGH PRESSURE LOCKS AND FITTINGS	EA
41	0160239	ADHESIVE: TYPE: CONTACT; CONTAINER: TUBE 50 ML; REFERENCE NO: 572; PIPE SEALANT, COMPLETE WITH DISPENSER NOZZLE, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA
42	160243	ADHESIVE: TYPE: APV CEMENT; CONTAINER: CAN 1 L; REFERENCE NO: 412910; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA
43	0160251	ADHESIVE: TYPE: CONTACT; CONTAINER: BOTTLE PLASTIC 20 G; REFERENCE NO: CA120; QUICK BOND RICHEM, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT; SUPPLIERS TO PROVIDE EXPIRY/MANUFACTURING DATE OF THE ITEM	EA
44	0160256	ADHESIVE: TYPE: CERAMIC TILE EPOXY; CONTAINER: CAN 3.8 KG; MORTAR BOND, TYPE: MM701, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA
45	0160257	COMPOUND: TYPE: CERAMIC EPOXY; CONTAINER: KIT 0.5 KG; ALUMINA, WEAR RESISTANT FILLERS, SPECIFICATION: RESISTENT FILLERS, BURNING TIME: 30 MINUTES AT 25DEG C, 45 MINUTES AT 25DEG C, CURE TIME: 1 HOUR AT 25DEG C, TEMPERATURE RESISTANCE 6DEG C, COMPREHENSIVE STRENGTH 131MPA, FLEXURAL STRENGTH 52MPA, IMPACT STRENGTH 25MM, APPLICATION RANGE 3MM	EA
46	0160266	COMPOUND, SEALING: TYPE: GASKET/JOINT; COLOR: BLUE UNIVERSAL; CONTAINER: TUBE 100 G; MATERIAL: POLYESTER URETHANE; SUPPL P/N: PL32M; CLAUSE: 1: PLEASE ENSURE THAT SHELF LIFE HISTORY AND EXPIRY DATES ARE DISPLAYED, 2: ITEMS SUBJECTED TO SHELF LIFE WILL NOT BE ACCEPTED TO ESKOM IF MORE THAN 25 PCT OF THE SHELF LIFE HAS ALREADY EXPIRED PRIOR TO DELIVERY; MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA
47	0160532	TAPE, DUCT: NOMINAL WIDTH: 48 MM; NOMINAL LENGTH: 25 M; MATERIAL: VINYL; COLOR: SILVER; ADHESIVE LOCATION: BACK; SUPPL P/N: 171; SEALING	EA
48	0161171	COFFEE, ROASTED: TYPE: MOCHA JAVA; FORM: POWDER; PACKAGE TYPE: PACK; PACKAGE WEIGHT: 1 KG; 40 SACHET AND FILTER	EA
49	0162995	TAPE, SAFETY BARRIER: DESIGNATION: ESKOM; LAYOUT: DIAGONAL RED/WHITE STRIPES; DIMENSIONS: WD 75 MM X LG 500 M; MATERIAL: PVC	M

50	0190043	ADHESIVE: TYPE: SILICON; CONTAINER: TUBE 310 ML; HIGH TEMPERATURE; COLOR: RED, MATERIAL SAFETY DATA SHEETS WITH ENVIRONMENTAL INFORMATION IN THE 16 POINT FORMAT TO BE PROVIDED WITH EVERY DELIVERY AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT	EA
51	0210214	COMPOUND: TYPE: SPATTER RELEASE 640; CONTAINER: CAN 240 G; SUPPL P/N: 034-010; NON SILICONE AND NON WATER BASED	EA
52	0218642	COMPOUND: TYPE: CHESTERTON 787 SLIDING; CONTAINER: CAN 500 G; PHYSICAL FORM: PASTE; SUPPL P/N: 787; CHESTERTON 787 SLIDING; COLOUR: BLK	EA
53	0222603	SUNSCREEN: TYPE: SUNBLOCK; PHYSICAL FORM: CREAM; SUN PROTECTION FACTOR: UV SPF 40+; CONTAINER TYPE: TUBE; CONTAINER CAPACITY: 150 ML; COLOR: WHITE; SPECIFICATION: 240-44175132; SPECIAL FEATURES: WATER RESISTANT; MOISTURISER; SUNSCREEN PRODUCTS SHALL BE IN ACCORDANCE WITH SANS 1557; THIS CODE SPECIFIES REQUIREMENTS FOR SUNSCREEN PRODUCTS SUITABLE FOR TROPICAL USE FOR THE PROTECTION OF HUMAN SKIN AGAINST THE ADVERSE EFFECTS OF SOLAR UV RAYS; THE PRODUCT SHALL BE FREE FROM PALPABLE PARTICLES; THE PRODUCT SHALL NOT CONTAIN ANY SUBSTANCES PROHIBITED IN TERMS OF THE CURRENT FOODSTUFF; COSMETICS AND DISINFECTANT ACT; THE MAXIMUM CONCENTRATION OF THE UV FILTERS IN THE SUNSCREEN PRODUCT SHALL NOT EXCEED THAT APPROVED BY THE DEPARTMENT OF HEALTH	EA
54	0225061	TAPE, EMBOSsing: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 24 MM; NOMINAL OVERALL THICKNESS: 0.5 MM; NOMINAL LENGTH: 8 M; ATTACHMENT METHOD: ADHESIVE BACKING; MATERIAL: VINYL; TYPE: LAMINATED P TOUCH; SUPPL P/N: TZ-651; APPLICATION: USED ON BROTHER LABEL PRINITNG MACHINE	EA
55	0230817	BATTERY, DRY CELL: MATERIAL: LEAD; POTENTIAL: 12 VDC; DIMENSIONS: WD 93 X LG 150 X THK 63 MM; CONNECTION: FLAT TERMINALS; CURRENT CAPACITY: 7 AH	EA
56	0241277	PAPER: TYPE: SHEET; SIZE: A4; COLOR: YELLOW; APPLICATION: PHOTOCOPIER; SUPPL P/N: 3R92107; 80 G/M2, 500 SHEETS PER REAM, WD 210 X LG 297 MM	EA
57	0242327	COMPOUND, ABRASIVE: CONTAINER: STICK 114 G; FORM: PUTTY; MANUF P/N: 5ES; REFERENCE NO: 0227053; 5 MINUTES RADIO REPAIR; COLOUR BLACK, DENSITY OF 2,2 G/CC (136 LB/ CU LT), SHORE 80MM, CURE TIME: TO 90PCT SHORE 90 MIN DI-ELECTRIC STRENGTH (ASTM D149): 12V/ MICRO (300V/MIL), COMPRESSIVE STRENGTH (ASTM D695) 280 KG/CM, TEMPERATURE LIMIT: WET 54 DEG CEL, DRY 121 DEG C, MSDS TO BE SUPPLIED WITH EVERY BATCH ON DELIVERY	EA
58	0248023	PAPER, BOND: SIZE: A4; COLOR: PINK; SPECIFIC USE: PHOTOCOPY; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 500 SHEETS PER REAM; MONDI ROTATRIM;	EA
59	0251343	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3.6 V; CURRENT CAPACITY: 950 MA HR; TYPE: AA, LOW RATE; TO BE USED AT SOOTBLOWING SYSTEM, CONTENT 0.3 G, IEC SIZE 0.5 R6	EA
60	0581243	CUP, DISPOSABLE: MATERIAL: PAPER; CAPACITY: 250 ML; PACKAGED QUANTITY: 1000	EA/Box

61	0584062	LABEL, PRINTER: TYPE: MARKING; MATERIAL: PAPER; LABEL SIZE: WD 100 X LG 62 MM; COLOR: WHITE; QUANTITY: 300 LABELS PER ROLL; MANUF P/N: DK-11202	EA
62	0590908	SEALANT: TYPE: NON HARDENING PASTE; CONTAINER: 50 ML; MATERIAL: SILICON; COLOR: CLEAR; TEMPERATURE RATING: -50 TO 300 DEG C; APPLICATION: FLEXIBLE GASKETS; REFERENCE NO: 342; CRACK APPROVED; CATEGORY 19 MATERIAL SAFETY DATE SHEET REQUIRED WITH EVERY DELIVERY AND MUST INCLUDE MANUFACTURING DATE; EXPIRY DATE AND ALLOWABLE DEVIATION OF PRODUCT	EA
63	0591047	FLASHLIGHT: TYPE: 400 MAX LUMENS; SIZE NUMBER: 117 X 35 X 35 MM; CELL: (3) AAA; LENS COLOR: CLEAR; MATERIAL: ALUMINIUM ALLOY; POWER: 5 W; REFERENCE NO: SL6023; MODES: HIGH; LOW; STROBE; DUAL BEAM: FLOOD AND INTENSE FOCUS; WATER PROOF: IPX 4; WEIGHT: 100 G	EA
64	0594565	BATTERY: TYPE: LITHIUM; POTENTIAL: 1.5 V; ENERGIZER ULTIMATE AA PENLIGHTS	EA
65	0600066	CLOTH, ABRASIVE: TYPE: HAND; FLINT/EMERY GRADE DESIGNATOR: M; OVERALL WIDTH: 100 MM; LENGTH: 10 M; SCOTCH-BRITE ROLL	EA
66	0614040	BATTERY: TYPE: LEAD ACID RECHARGEABLE; POTENTIAL: 12; CURRENT CAPACITY: 18 AH; SEALED LEAD ACID BATTERY WITH "L" STYLE TERMINALS	EA
67	0656068	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 140 MM; WIDTH: 4.8 MM; LENGTH: 530 MM; MATERIAL: NYLON 6.6; STRENGTH: 22 KG; COLOR: BLACK/WHITE; OEM P/N: HFC 530; 1 EACH = 100 TIES	EA
68	0656070	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 33 MM; WIDTH: 3.6 MM; LENGTH: 140 MM; MATERIAL: NYLON 6.6; STRENGTH: 18; COLOR: BLACK\WHITE; OEM P/N: HFC 140; 1 EACH = 100 TIES	EA
69	0656074	TIE, CABLE: TYPE: NON-RELEASABLE; DIAMETER RANGE: 110 MM; WIDTH: 4.8 MM; LENGTH: 430 MM; MATERIAL: NYLON 6.6; STRENGTH: 22; COLOR: BLACK/WHITE; OEM P/N: HFC 430; 1 EACH = 100 TIES	EA
70	0667280	BATTERY, DRY CELL: MATERIAL: LITHIUM; POTENTIAL: 3 V; DIMENSIONS: DIA 20 MM; CONNECTION: SLIDE IN; TYPE: CR2032	EA
71	0715382	TAPE, DUCT: NOMINAL WIDTH: 48 MM; NOMINAL LENGTH: 25 M; MATERIAL: HIGH STRENGTH CLOTH; COLOR: SILVER; A HIGH STRENGTH CLOTH PRESSURE SENSITIVE SELF ADHESIVE TAPE SUITABLE IN A WIDE VARIETY OF APPLICATIONS IN AUTOMOTIVE, MARINE, HOUSEHOLD AND INDUSTRIAL FOR BINDING AND REPAIRING, REINFORCING, DUCTING, WATERPROOFING AND FOR INSULATION.	EA
72	0729726	FLASHLIGHT: TYPE: RECHARGEABLE FLASHLIGHT; CELL: 7.4 V; MATERIAL: ALUMINIUM; POWER: 5000 LM; OEM P/N: NEBO-DAVINCI 5000LM; RECHARGEABLE FLASHLIGHT	EA
73	0730962	STRAW: TYPE: BIODEGRADABLE PAPER STRAW; LENGTH: 230 MM; COVERING: PAPER WRAPPED; PACKAGE QUANTITY: 1000 PER BOX	EA

74	0736235	BATTERY: TYPE: ALPHACELL 6F22-9V; POTENTIAL: 9 V; CURRENT CAPACITY: 1.2 AH	EA
75	604517	LUBRICANT:DEWATERING SPRAY;CAN 400 ML	EA

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1 Overview and purpose of the goods and services

Supply, and delivery to site of Protective Safety Boots, Shoes, and Various Accessories over a period of five years on as and when required basis at Matimba Power Station

2 Specification and description of the goods

Refer to: C3.1: PURCHASER'S GOODS INFORMATION

2.1 Manufacture & fabrication

supplier has met all SDL&I requirements and further reiterated that PPE is a designated material and have received SBD 6.2, Annexure A, C, D and the supplier needs to commit to sourcing PPE locally.

Local Content and Production

<u>Material</u>	<u>Threshold %</u>
Acid Batteries	50%

Local Procurement Content

Tenderers will stipulate local procurement content for the works.

2.2 Other tests and inspections and commissioning in place of use

QC to be done on site after the delivery.

3 Supply Requirements

Eskom has chosen to include them in the C1.2a Contract Data.

4 Constraints on how the Supplier Provides the Goods

4.1 Health and safety risk management

SHEQ Contractual requirements:

Contractual requirements means all suppliers must submit the OHS returnable on the tender closing date. OHS will evaluate the suppliers that have passed functionality and mandatory. The suppliers who have not submitted all the requirements or the compliance standards is not satisfactory, OHS will request the outstanding documents from the suppliers only once through the buyer. The suppliers will be given 7 working days to respond to the request. The suppliers that responded within the stipulated time will be re-evaluated, failure to submit the outstanding document will be rendered non-responsive. The evaluation report will be submitted to procurement. This Safety requirements are for OHS (Occupational Health and safety)

1. Annexure B- Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?
2. Health and Safety Plan- (must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements)
3. Costing for Health and Safety management- Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum)
4. Valid Letter of Good Standing (COIDA or equivalent)
5. OHS policy signed by CEO- The submitted policy must comply to OHS Act Section 7
6. OHS Competency - (Consider scope of work, risks, OHS plan and applicability) CV,s and qualifications / certificates (List competencies required)
7. OHS Competency -(Consider scope of work, risks, OHS plan and applicability) CV,s and qualifications / certificates (List competencies required)

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

- Annexure B- Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer.
- OHS plan-(Must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements).
- Baseline OHS Risk Assessment (BRA)-Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.
- Valid Letter of Good Standing.
- OHS policy signed by CEO-The submitted policy document must comply to OHS Act Section 7.

4.2 Environmental constraints and management

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

The *Supplier* shall comply with the environmental criteria and constrains:

- Environmental Aspect and impact register
- Environmental policy
- Submit material safety data sheet of all chemicals/dyes used in the production.

4.3 Quality

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

HEALTH & SAFETY

OHS REQUIREMENTS

Contractual requirements means all suppliers must submit the OHS returnable on the tender closing date. OHS will evaluate the suppliers that have passed functionality and mandatory. The suppliers who have not submitted all the requirements or the compliance standards is not satisfactory, OHS will request the outstanding documents from the suppliers only once through the buyer. The suppliers will be given 7 working days to respond to the request. The suppliers that responded within the stipulated time will be re-evaluated, failure to submit the outstanding document will be rendered non-responsive. The evaluation report will be submitted to procurement. The following are OHS requirements.

QUALITY

- **Annexure B-** Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?.
- **Health and Safety Plan-** (must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements).
- **Costing for Health and Safety management-** Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum). The costing must be based on the overall scope of work/service to be performed. The scope of work and the risk assessment may serve as a guideline.
- **Baseline OHS Risk Assessment (BRA)-**Identification, assessment and management of OHS risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.
- **Valid Letter of Good Standing** (COIDA or equivalent).
- **OHS policy signed by CEO-** The submitted policy must comply to OHS Act Section 7.
- **OHS Competency-** (Consider scope of work, risks, OHS plan and applicability) CV,s and qualifications / certificates (List competencies required).

Category 3: Quality Requirements		Deliverables to be evaluated indicator = 1
		Apply =1
SECTION A: Quality Management System Requirements ISO 9001 Objective evidence of documented QMS that is not certified but complies with ISO 9001	A.1 QMS Manual or a document that defines and describes the QMS and its scope	1
	A.2 Quality Policy Approved by top management.	1
	A.3 Quality Objectives Approved by top management.	1
	A.4 Control of documented information (i.e. document and record control) Clause 7.5 of ISO 9001:2015	1
	A.5 Documented information for Control of nonconforming outputs Clause 8.7 of ISO 9001:2015	1
	A.6 Documented information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015	1
	A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015	1
	Section A Score	7
SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)	B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)	1
	B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers <i>(Provide a copy of process/procedure regarding the assessment, selection, management and auditing of suppliers and subcontractors with supporting</i>	1

	evidence (reports or records of how his process was implemented) (Clause 8.4 of ISO 9001:2015)	
Section B Score		2
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)	NB! Draft Contract/Project Quality Plan that has important QA deliverables.	1
Section C Score		1
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) Customer specific requirements & other standards and required can be listed and evaluated here	E.1 Form A is completed and signed. E.2 Preservation records if consumables are stored at Supplier's premises.	1 1
Section E Score		2

ENVIROMENTAL

- Environmental Policy
the policy statement should commit to:
(1) environmental compliance and
(2) duty of care or pollution prevention commitments.
- Aspects and Impact register that is related to the scope of work; and
Provide Aspects and Impacts register related to the scope of work.
- Method Statement
Adequate understanding of the project as a whole, and methodology reflect this. Does it give an indication that the scope of work has been catered for appropriately.

4.4 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

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.

iv. Planning Programmes

The Contractor develops a contract programme which includes a bar chart conforming to the project master programme dates included and sufficient detail to indicate the Contractor's intention for executing the works. This programme covers major items relating to design, procurement, manufacture, delivery, erection, start-up and commissioning. The critical path is clearly shown.

Key milestones, access dates, interface dates and commissioning key dates are clearly identified in the contract programme, including access dates and release of terminal points that involve the Employer or Others.

The programme makes provision for site related preparation such as site establishment, safety induction and medical clearance of the entire Contractor's staff that will be working on site.

g. Invoicing and payment

There are no additional requirements to the invoicing and payment clauses in Section 5 of the core clauses.

At each assessment interval, the Contractor submits to the Project Manager a forecast rate of invoicing that includes all the expected payments by the Employer to the Contractor on a month-by-month basis.

The Contractor addresses the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

117. The registered name of the Contractor
118. The VAT registration number of the Contractor
119. The address of the Contractor
120. The Employer's contract number
121. The VAT registration number of the Employer
122. The value of the invoice split into payments as per the activity schedule as indicated in the Price Lists.
123. Any retention monies to be deducted from the invoice
124. Any interest payable
125. Escalation formula used where applicable

All invoices in PDF format are emailed straight from your system to an Eskom email address.

126. Email addresses for invoice submission: Invoiceseskomlocal@eskom.co.za. The Project Manager is copied when submitting invoices.
127. All queries and follow up on invoice payments are made by contacting the FSS Contact Centre:
Tel: 011 800 5060 or e-mail: fss@eskom.co.za
128. For Foreign invoices, the Contractor is required to physically deliver hard copies of original documents to the Project Manager even though the Contractor has e-mailed those invoices.
129. The Contractor ensures compliance with the tax Requirement for submitting invoices electronically.
130. If there is Cost Price Adjustment (CPA) on your invoice, the Employer recommends that the Contractor issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving CPA issues.
131. The base invoice number needs to be mentioned on the CPA invoice.
132. Electronic invoicing does not guarantee payment but ensures visibility of all invoices and ensures that no invoices get lost. If the Goods Receipt (GR) is not done the invoice is parked and the system automatically sends an e-mail to the Project Manager to do the goods receipt. This is also tracked by the Employer through the parked invoice report.
133. The Contractor can request a parked invoice report from the Finance Shared Services (FSS) Contact Centre which can then be followed up and corrected. The Contractor is allowed to forward the details of invoices corrected to the FSS Contact Centre.
- h. Insurance provided by the Purchaser
There are no additional requirements to the risk and insurance clause in Section 8 of the core clauses and Z13 of the Additional conditions of contract.
- i. Contract change management
There are no additional requirements to the compensation event clauses in Section 6 of the core clauses.
- j. 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.
-