



## NEC3 Supply Contract (SC3)

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

and [Insert at award stage]  
(Reg No. \_\_\_\_\_ )

for The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

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<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. [ ]**

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The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

## **PART C1:        AGREEMENTS & CONTRACT DATA**

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

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The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

# 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:

### **The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an 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.
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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	<b>R [●]</b>
	Value Added Tax @ 15% is	<b>R [●]</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R [●]</b>
	(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

<sup>1</sup> 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.

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

Note:

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

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

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

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

**For the tenderer:**

**For the Purchaser**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of *(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

## Part one - Data provided by the *Purchaser*

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

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

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

Clause	Statement	Data
1	<b>General</b>	
	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
		X17: Low performance damages
	of the NEC3 Supply Contract (April 2013) <sup>1</sup>	
10.1	The <i>Purchaser</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	[●]
	Fax No.	[●]
10.1	The <i>Supply Manager</i> is (name):	<b>Ngwanaweso Modula</b>
	Address	
	Tel	

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

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Fax

e-mail

11.2(13)	The <i>goods</i> are	<b>Office Furniture</b>				
11.2(13)	The <i>services</i> are	<b>The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.</b>				
11.2(14)	The following matters will be included in the Risk Register	<b>Delays in delivery due to weather and road transportation breakdowns</b>				
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work or Purchasers Goods Information and all documents and drawings to which it makes reference.</b>				
11.2(15)	The Supply Requirements as part of the Goods Information is in	<b>Annexure A to this Contract Data</b>				
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>				
13.1	The <i>language of this contract</i> is	<b>English</b>				
13.3	The <i>period for reply</i> is	<b>1 week</b>				
<b>2</b>	<b>The Supplier's main responsibilities</b>	<b>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.</b>				
<b>3</b>	<b>Time</b>					
30.1	The <i>starting date</i> is.	<b>Contract Signature Date</b>				
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1 Office Furniture</td> <td>As when its required Basis</td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1 Office Furniture	As when its required Basis
<i>goods and services</i>	<i>delivery date</i>					
1 Office Furniture	As when its required Basis					
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.					
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>As per the issued PO</b>				
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>N/A</b>				
<b>4</b>	<b>Testing and defects</b>					
42	The <i>defects date</i> is	<b>52 weeks after Delivery.</b>				
43.2	The <i>defect correction period</i> is	<b>1 week from the notification date.</b>				
42.2	The <i>defects access period</i> is	<b>2 days</b>				

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<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 14<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>14 days</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
<b>6</b>	<b>Compensation events</b>	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.
<b>7</b>	<b>Title</b>	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.
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>None.</b>
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	<b>The Contractor's total liability for any damaged caused to the Employer's property, equipment, material, and plant shall be limited to a Task Order issued by the Employer as of the Task Order date and shall be capped at 25% of the</b>

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		damages caused per incident or to a deductible value of R500 000.00 whichever is the lesser.)
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) The Contractor's total liability for any damaged caused to the Employer's property, equipment, material, and plant shall be limited to a Task Order issued by the Employer as of the Task Order date and shall be capped at 25% of the damages caused per incident or to a deductible value of R500 000.00 whichever is the lesser.)  (2)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
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last defects date is limited to:	Total of the Prices
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	Total of the Prices
88.5	The end of liability date is	3 years after Delivery of the whole of the goods and services.

**9 Termination and dispute resolution**

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
94.4(2)	The <i>tribunal</i> is:	arbitration

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94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
94.4(5)	The place where arbitration is to be held is	<b>[•] South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

**10 Data for Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>	<b>Price are Fixed and Firm for the first 12 months of the contract and CPA is applicable on the 13<sup>th</sup> month.</b>		
X1.1	The <i>base date</i> for indices is	<b>month prior to the closing of the enquiry</b>		
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.15	non-adjustable	
		1.00		
<b>X2</b>	<b>Changes in the law</b>			
X2.1	A change in the law of	<b>The Republic of South Africa is a compensation event if it occurs after the Contract Date</b>		
<b>X7</b>	<b>Delay damages</b>			
X7.1	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>	
		<b>All Goods</b>	<b>2% per total value of the Purchase order/s Limited to 10% of the total value of the Purchase Order/s of the furniture</b>	
<b>X17</b>	<b>Low performance damages</b>			

X17.1	The amounts for low performance damages are:	<p><b>amount</b></p> <p><b>1 % per total value of the Purchase order(s) Limited to 10% of the total value of the Purchase Order(s) of the furniture</b></p>	<p><b>performance level</b></p> <p><b>1. For Goods delivered without required documents.</b></p> <p><b>2. For delivery of goods that does not meet the quality requirements</b></p>
Z	<b>The additional conditions of contract are</b>	<b>Z1 to Z15 always apply for Eskom</b>	

**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

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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

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**Supplier's direction and control, likewise observe and comply with the foregoing.**

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

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

**Z9 Purchaser's limitation of liability**

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

**Z12 Ethics**

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

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

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- 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 *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.

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	<b><u>Loss of or damage to property</u></b> <i>Purchaser's property</i> 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  <b><u>Death of or bodily injury</u></b> 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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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

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Nuclear Material Damage Terrorism	Per the insurance policy document
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**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.

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<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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]*

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010<sup>2</sup> as follows:

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

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

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

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

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

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

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

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

<sup>2</sup> International Chamber of Commerce, Incoterms 2010, Paris, January 2011

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### The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

<b>1. The requirements for the supply are</b>	the goods will be delivered on a when and as required basis and delivery times as per the parties agreement	
<b>2. The requirements for transport are</b>	[the supplier shall transport and deliver the goods in a suitable transport and in an acceptable quality	
<b>3. The delivery place is</b>	Kusile Power Station	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Purchaser & Supplier
	Checking packing and marking before dispatch	Purchaser & Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
<b>For international procurement</b>	Undertake export requirements	n/a
	Undertake import requirements	n/a
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	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

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# C1.2 Contract Data

## Article I. 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)<sup>1</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>2</sup> 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.

Section clause	Section 1.02 Statement	Section 1.03 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 <i>goods</i> and <i>services</i> is:	<table border="0"> <tr> <td></td> <td><b>goods and services</b></td> <td><b>delivery date</b></td> </tr> <tr> <td></td> <td>1 Office Furniture</td> <td>As when its required Basis</td> </tr> </table>		<b>goods and services</b>	<b>delivery date</b>		1 Office Furniture	As when its required Basis
	<b>goods and services</b>	<b>delivery date</b>						
	1 Office Furniture	As when its required Basis						

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

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

		<b>2</b>	<b>Office Furniture</b>	<b>As when its required Basis</b>
		<b>3</b>	<b>Office Furniture</b>	<b>As when its required Basis</b>
31.1	The programme identified in the Contract Data is contained in:	<b>3 days of the Contract Kick Off Meetings</b>		
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	<b>N/A</b>		

## PART 2: PRICING DATA

### NEC3 Supply Contract

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

## C2.1 Pricing assumptions

### 1. How goods and services are priced and assessed for payment

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

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li> <li>• 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,</li> <li>• plus other amounts to be paid to the <i>Supplier</i>,</li> <li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

### 2. Function of the Price Schedule

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

### 3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

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- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

### **3.1. Format of the *price schedule***

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

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# C2.2 the price schedule

PROJECT: SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR A PERIOD OF TWO (2) YEARS AT KUSILE POWER STATION , ECAS ON AN AS AND WHEN REQUIRED BASIS REV 1						
ITEM NO	DESCRIPTION	UNIT	NO.OFF	QTY	RATE	AMOUNT
<b>ITEM 1</b>						
<b>OFFICE FURNITURE</b>						
1.1	Office Chair ( Figure 5) (300 Off Per Year)	Per/Year	2	300		
1.2	Visitor Chair ( Figure 6) (50 Off Per Year)	Per/Year	2	50		
1.3	L-Shaped - Padenza on Left ( Figure 1) (25 Off Once-Off)	Once-Off	1	25		
1.4	L-Shaped - Padenza on Right ( Figure 1) (25 Off Once-Off)	Once-Off	1	25		
1.5	Small Meeting Room Table ( Figure 4) (20 Off Once-Off)	Once-Off	1	20		
1.6	Filing Cabinets - Option 1 ( Figure 3) (5 Off Once-Off)	Once-Off	1	5		
1.7	Filing Cabinets - Option 2 ( Figure 2) (38 Off Per Year)	Per/Year	2	38		
1.8	Coat and Hat stand (20 Off Per Year)	Per/Year	2	20		
1.9	Dustbins - Desk Side ( Figure 16) (50 Off Once-Off)	Once-Off	1	50		
1.10	Boardroom Chair - Option 1 ( Figure 7) (25 Off Per Year)	Per/Year	2	25		
1.11	Boardroom Chair - Option 2 ( Figure 8) (25 Off Per Year)	Per/Year	2	25		
1.12	Boardroom Table 1 - Large ( Figure 11) (2 Off Once-Off)	Once-Off	1	2		
1.13	Boardroom Table 2 - Small ( Figure 12) (4 Off Once-Off)	Once-Off	1	4		
1.14	Classroom Chair ( Figure 32) (150 Off Per Year)	Per/Year	2	150		
1.15	Classroom Table (100 Off Once-Off)	Once-Off	1	100		
1.16	Couch - L-shape Corner Unit (5 Off Per Year)	Per/Year	2	5		
1.17	Couch - 2 Seater ( Figure 21) (15 Off Per Year)	Per/Year	2	15		
1.18	Couch - 1 Seater ( Figure 20) (15 Off Once-Off)	Once-Off	1	15		
1.19	Lounge Chair - 1 seater ( Figure 22) (20 Off Per Year)	Per/Year	2	20		
1.20	Pamphlet Shelf/ Library Catalogue Shelves ( Figure 25) (2 Off Per Year)	Per/Year	2	2		
1.21	Tea Room Chair ( Figure 14) (50 Off Per Year)	Per/Year	2	50		
1.22	Tea Room Table ( Figure 15) (20 Off Once-Off)	Once-Off	1	20		
1.23	Kitchen/ Domestic Dustbins (10 Off Once-Off)	Once-Off	1	10		
1.24	Executive Office Chair ( Figure 19) (30 Off Per Year)	Per/Year	2	30		
1.25	Executive Desk - Padenza on Left ( Figure 29) (5 Off Once-Off)	Once-Off	1	5		
1.26	Executive Desk - Padenza on Right ( Figure 29) (5 Off Once-Off)	Once-Off	1	5		
1.27	Executive Small Round Meeting Table ( Figure 31) (5 Off Once-Off)	Once-Off	1	5		
1.28	Executive Server Unit ( Figure 30) (4 Off Once-Off)	Once-Off	1	4		
1.29	Small Boardroom Table - Maple Venner Finish ( Figure 12) (2 Off Once-Off)	Once-Off	1	2		
1.30	Executive Couch - 1 seater ( Figure 23) (10 Off Once-Off)	Once-Off	1	10		
1.31	Library Workstation ( Figure 26) (4 Off Per Year)	Per/Year	2	4		
1.32	Library Shelves ( Figure 27) (4 Off Per Year)	Per/Year	2	4		
1.33	Delivery Charge/ Fee	Monthly	2	12		
<b>Sub-total Item 1 (Office Furniture) carried to Summary</b>						
<b>SUMMARY</b>						
ITEM 1	OFFICE FURNITURE					
<b>Final Summary Total</b>						

The total of the Prices

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### PART 3: SCOPE OF WORK

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C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	

## C3.1: PURCHASER’S GOODS INFORMATION

### Contents

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The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

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

.Kusile Power Station has buildings that will be permanently occupied by Generation personnel throughout the station's lifetime. To ensure that these buildings are optimally occupied, it is necessary to plan the office layout to most efficiently use the provided space as well as ensure that Eskom's Corporate Identity is incorporated. This document specifically focuses on the permanent Administrative Building for Kusile Power Station.

The aim of this document is to communicate the seating layout for the Admin Building of Kusile, and also to communicate the furniture requirements to KET who will be responsible to meet the furniture requirements.

## 2 Specification and description of the *goods*

The Supply and Delivery of Office Furniture for a period of Two years (24) month to Kusile Power Station, ECAS on an as and when required basis.

## 3 Supporting Clauses

### 3.1 Scope

This document will include the office furniture requirements and specifications for Kusile Power Station.

#### 3.1.1 Purpose

The purpose of this works is to purchase Furniture for Kusile Power Station

#### 3.1.2 Applicability

This document shall apply to Kusile Power Station.

#### 3.1.3 Effective date

[This document is effective from date of authorization](#)

### 3.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

#### 3.2.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] Eskom Workspace Standard document - 240-52599753
- [3] Corporate Identity Manual – ESKAM AAA 1 Rev 2
- [4] Kusile Admin Building drawing numbers: 0.90/1716 and 0.90/1720 (Refer to latest revision of documents)

#### 3.2.2 Informative

- [4] Occupational Health and Safety Act 85 of 1993

### 3.3 Definitions

N/A

### 3.4 Abbreviations

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

Abbreviation	Explanation
Admin	Administration
CI	Corporate Identity
Doc Centre	Document Control Centre
EP	Emergency Preparedness
GM	General Manager
Gx	Generation
HR	Human Resources
KPS	Kusile Power Station

### 3.5 Roles and Responsibilities

#### 3.5.1 Kusile Generation

- a) Communication of the specifications and quantities of furniture required to Kusile Power Station
- b) Ensuring that the furniture specified and delivered meets the Eskom Corporate Identity Standards
- c) Providing the office layout to Kusile Power Station as to guide the furniture suppliers in placing the furniture upon delivery.
- d) To conduct quality checks of the furniture from the end user's point of view.

### 3.6 Process for Monitoring

This document will be monitored and updated as and when required.

Once all furniture has been delivered, a verification check will be done to verify if correct furniture has been delivered and is in place.

### 3.7 Related/Supporting Documents

N/A

## 4 Furniture Specifications and Requirements

### 4.1 Furniture Specifications Used Throughout Document

#### 4.1.1 Standard Office Furniture

##### L-Shape Desk – See Figure 1

- 1) 1 x Handed Core Top- 1700mm x 1200mm x 700mm
- 2) 1 x extension top- 1000 x 700
- 3) 1 x Fixed pedestal
- 4) 1 x roller door with one shelf
- 5) 3 x Round desk legs- 76mm diameter
- 6) Item name on National Contract: D2 Pedenza Type Workstation

**Figure 1 L-Shape Desk**



##### Filing Cabinet – See Figure 2 and Figure 2

- a) Option 1
  - 1) 1120mm x 1150mm
  - 2) 450mm deep
  - 3) 1 x Roller door
  - 4) 3 x Metal shelves
  - 5) Handle fitted with a multi- point locking system
- b) Option 2
  - 1) 1150mm x 1120mm
  - 2) 450mm deep
  - 3) 2 x Roller doors
  - 4) 4 x Metal shelves
  - 5) 2 x Handle fitted with a multi- point locking system

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**Figure 3 Filing Cabinet - Option 1**



**Figure 2 Filing Cabinet – Option 2**

Small Round Meeting Table – See Figure 4

- 1) 1200mm diameter round top x 600mm (height)
- 2) 1 x Round desk legs – 120 diameter
- 3) 32 mm thickness of the table



**Figure 4 Small Meeting Table**

Chairs – See Figure 5 and Figure 6

a) Office's Chair

- 1) Falcon High Back 24/7 Chair
- 2) Ergonomic design
- 3) 5-year Guarantee

b) Visitor's Chair

- 1) Falcon Visitor Chair
- 2) Black Mesh



3) No Wheels



**Figure 5 Operator's Chair**

**Figure 6 Visitor Chair**

**4.1.2 Standard Boardroom Furniture**

Boardroom Chairs – See *Figure 8 and Figure 7*

a) Option 1:

- 1) Medium Back chair
- 2) Black Leather
- 3) With Wheels

b) Option 2

- 1) "Alpha" High Back Chair
- 2) With wheels



**Figure 8 Boardroom Chair Option 1**



**Figure 7 Boardroom Chair Option 2**

Mobile Storage – See *Figure 10 and Figure 9*

c) Mobile Server unit - Option 1

- 1) 1600mm x 700mm x 900mm
- 2) 3 x castor wheels
- 3) 1 x panel top

d) Mobile storage – Option 2

- 1) 1 x Pencil tray drawer
- 2) 3 x standard drawers

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3) 4 x castors wheels central locking



Figure 9 Mobile Storage Option 1



Figure 10 Mobile Storage Option 2

Boardroom Table 1 (Large) – See Figure 11

- 1) All boardroom tables to have pop-up power and network outlets
- 2) Tables to have a Maple matt cover finish unless otherwise indicated
- 3) Dimensions: 4500mm x 1400mm (as indicated in Figure 11)
- 4) Oval/Racetrack Shape

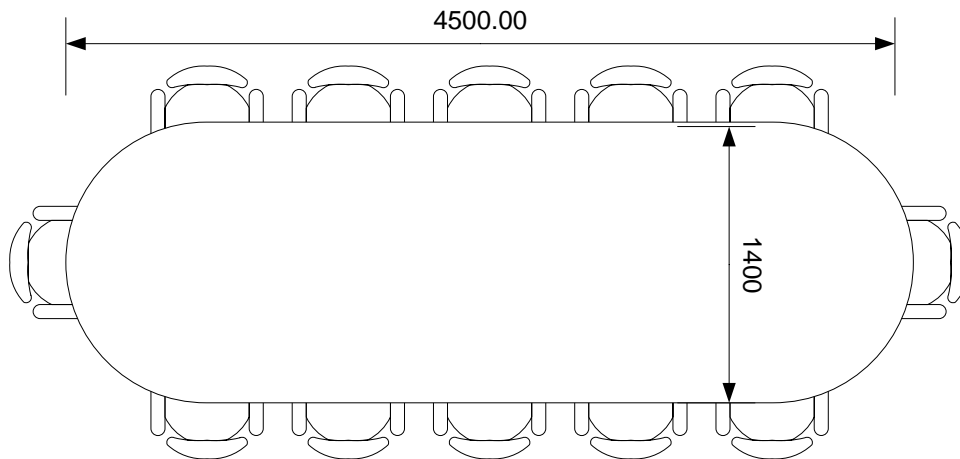
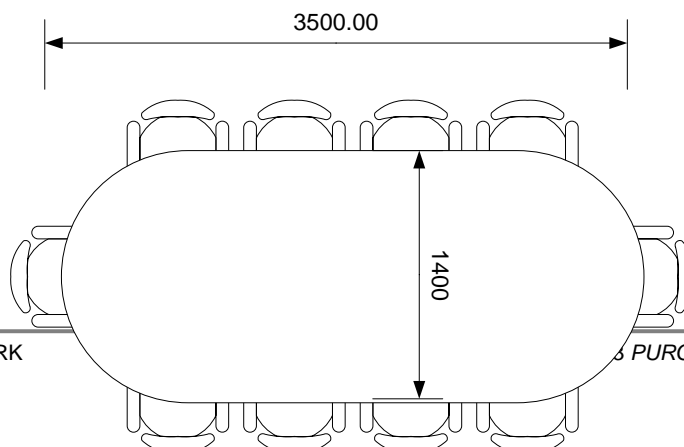


Figure 11 Large Boardroom Table

Boardroom Table 2 (Small) – See Figure 12

- 1) All boardroom tables to have pop-up power and network outlets
- 2) Tables to have a matt cover finish unless otherwise indicated
- 3) Dimensions: 3500mm x 1400mm (as indicated in Figure 12)



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- 4) Oval/Racetrack shape

**Boardroom Table Executive – See Figure 13**

- 1) All boardroom tables to have pop-up power and network outlets
- 2) Maple Veneer and black accent finish
- 3) Dimensions: 7000mm x 1400mm
- 4) Oval/Racetrack Shape



**Figure 13 Boardroom Table Executive**

**4.1.3 Standard tea room/Kitchen furniture**

**Tea Room Chairs – See Figure 14**

**Tea Room Table - See Figure 15**

- 1) 1200mm (diameter) x 750mm (height)
- 2) Round table with white top and various colour rims.



**Figure 14 Tea Room Chair**



**Figure 15 Canteen Table**

**4.1.4 Other furniture items**

**Coat and Hat Stand**

- 1) Wooden hat and coat stand

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- 2) Vancouver (light) maple wood finish

Dustbin – See Figure 16

- 1) Desk side
- 2) Steel perforated bin – black or Eskom Gold



**Figure 16 Perforated Bin**

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Coffee Table: See Figure 17

- 1) 1200mm x 600 mm oval coffee table



**Figure 17 Coffee Table**

Executive Chairs/Seating – See Figure 19 and Figure 18

- 1) Chair 1 – Visitor's Chair
- 2) Chair 2 – Office use chair



**Figure 19 Executive Office Chair**



**Figure 18 Executive Visitor's Chair**

Occasional Seating – See Figure 21, Figure 22, Figure 20, Figure 24

- 1) 2 Seater Couch
- 2) 1 Seat Couch
- 3) Lounge Chair 1 seater
- 4) Executive Couches:
  - a) Cuba 2 seater couch
  - b) Cuba 1 seat couch

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**Figure 22 Lounge seater**



**Figure 21 Couch - 2 Seater**



**Figure 20 Couch - 1 Seater**



**Figure 24 Executive 1 seater couch**



**Figure 23 Executive 2 Seater couch**

#### **4.1.5 Library furniture**

Workstations – See Figure 26

Catalogue Stands – See Figure 25

Library Shelves – See Figure 27

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**Figure 27 Library Shelves**



**Figure 25 Library Catalogue Shelve**



**Figure 26 Library Workstation**

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**4.1.6 Auditorium**

N/A

Executive Filing Cabinet

Wall Storage unit – See Figure 28

- 1) Maple veneer finish
- 2) Dimensions as in Figure below.



**4.1.7**

Desk

- 1)
- 2)

Pedestal

- 1) 1200mm x 750mm x 600 mm
- 2) Maple Veneer finish

Server

- 1) 200mm(W) x 600mm(D) 750mm(H)
- 2) 400mm drawer System
- 3) 1000mm hinge doors
- 4) Maple Veneer finish

Round Meeting Table

- 1) 1200mm(W) x 1200(D) 750mm(H)
- 2) Maple Veneer finish



PART C

FORMATION

**Figure 31 Executive Small Meeting Table**

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Classroom Chairs/Seating

- 1) Classroom Chair



**Figure 32 Classroom Chair**

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## 4.2 Offices and Open Office Space

Item	Figure Reference	Quantity
Office Chair	Figure 5	300
Visitor Chair	Figure 6	100
L-Shape Desk – Pedenza on Left	Figure 1	50
L-Shape Desk – Pedenza on Right	Figure 1	50
Small Meeting room tables	Figure 4	20
Filing cabinets – Option 1	N/A	5
Filing cabinets – Option 2	Figure 2	40
Coat and Hat Stand	N/A	20
Dustbins – desk side	Figure 16	50
Boardroom Chair	Figure 7	50
Boardroom Table 1 – Large	Figure 11	2
Boardroom Table 2 - Small	Figure 12	4
Boardroom Storage units	Figure 9	4
Classroom Chair	Figure 36	200
Classroom Table	N/A	100
Couch – L shape Corner unit	N/A	5
Coffee Table	Figure 17	10
Couch – 2 Seater	Figure 21	20
Couch – 1 seater	Figure 20	30
Lounge Chair – 1 seater	Figure 22	20
Coffee Table	Figure 17	15
Pamphlet Shelf	Figure 25	2
Tea room chair	Figure 14	50
Tea room tables	Figure 15	20
Kitchen/Domestic Dustbins	N/A	10
Executive Office Chair	Figure 19	30
Executive Visitor Chair	Figure 18	20
Executive Desk with Pedenza on Left	Figure 30	10
Executive Desk with Pedenza on Right	Figure 30	10
Small round meeting table	Figure 31	5
Executive Server unit	Figure 29	4
Small Boardroom Table – with Maple veneer finish	Figure 12	2
Executive Couch – 1 seater	Figure 24	10

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

### 4.3 *Purchaser's design*

Not Applicable

### 4.4 *Procedure for submission and acceptance of Supplier's design*

Not Applicable

### 4.5 *Other requirements of the Supplier's design*

The Supplier to deliver goods as per provided specification. The Supplier to provide all tools, equipment and labour to execute the full scope of Works as detailed herein

### 4.6 *Use of Supplier's design*

As per core clause 22.1

### 4.7 *Manufacture & fabrication*

The *Purchaser* will not prescribe how the *goods* are to be manufactured and fabricated.

### 4.8 *Factory acceptance testing (FAT)*

Not Applicable

### 4.9 *Other tests and inspections and commissioning in place of use*

Not Applicable

### 4.10 *Operating manuals and maintenance schedules*

Not Applicable

## 5 *Supply Requirements*

The Contractor shall rectify the goods within a period agreed upon between the Employer and the Contractor.  
C1 2a SC3 Data by Purchaser

## 6 *Specification of the services to be provided*

The following services are required together with the supply of the equipment:

1. Supply, delivery and offloading of all equipment.
2. Warranty period
3. All supplied equipment shall comply with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and any other relevant standards, regulations and specifications.

## 7 Constraints on how the *Supplier* Provides the Goods

### 7.1 Programming constraints

A programme for delivery to be provided as per Contract data (3 days after contract award).

The Contractor to submit a detailed work schedule for the works after contract award. The schedule shall highlight all scope related activities and their durations. The Contractor shall notify the Employer timeously should there be any changes in the submitted programme. The Contractor shall acquaint themselves with the specified Works and verify all scope necessary to undertake the Works, for proper programming

### 7.2 Work to be done by the Delivery Date

The *Supplier* provides all the work which the Goods Information states he is to do by the Delivery Date.

### 7.3 Marking the goods

If this contract requires the *goods* be paid for before they are brought within the Delivery Place, core clause 71.1 requires that the Goods Information state how the *Supplier* is to “mark” the *goods*

### 7.4 Constraints at the delivery place and place of use

The *Supplier* is to communicate delivery 5 days prior to delivery to site in order for the *Purchaser* to issue details of the delivery site/place at Kusile Power Station.

### 7.5 Cooperating with Others

The *Supplier* to cooperate with Others who are identified by the *Purchaser* only.

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

Not Applicable.

### 7.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick-off Meeting	2 days Contract Award	Kusile Power Station	Employer, Supplier and Others
SHEQ Requirements Clarification Meeting	Project Kick-off Meeting	Kusile Power Station	Employer, Supplier and Others
Delivery Progress Meeting	Weekly on Thursdays	Kusile Power Station/online	Employer, Supplier and Others

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Risk register and compensation events	as and when required	Kusile Power Station	Employer, Supplier and Others
Other	as and when required	Kusile Power Station	Employer, Supplier and Others

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.

**7.8 Documentation control**

The Contractor shall submit all equipment arrangement drawings for review and acceptance, prior manufacture/fabrication and delivery of items.

The *Supplier* is to submit the 2 hard copies of all procedures and manual and drawings as well as 1 soft copy of all documents per equipment.

**7.9 Health and safety risk management**

The Supplier shall comply with the health and safety requirements below as well as contained in Annexure A to this Goods Information.

- a) The Contractor shall comply with the Occupational Health and Safety Act no 85 of 1993 and its regulations as well as Eskom’s SHE policy, procedures, standards, guidelines, specifications, and site regulations.
- b) The Contractor shall submit a project specific safety file to the Employer for acceptance, prior to the start of the works
- c) Risk assessments shall be conducted prior to undertaking Works to identify any hazards and risks associated with the Works
- d) Personnel undertaking Works shall be equipped with the necessary safety /protective equipment

**7.10 Environmental constraints and management**

This is applicable to the Contractor and his Subcontractors

- The Contractor and his subcontractors shall comply with all applicable environmental laws and regulations, guidelines, and procedures during the execution of the Works.

The Supplier shall comply with the environmental criteria and constraints contained in Annexure A to this Goods Information.

**7.11 Quality**

This is applicable to the Contractor and his Subcontractors:

The Contractor shall ensure that a **Quality Management System (QMS)** is setup and fully maintained during the entire duration of the contract. The Contractor shall comply with the latest ISO 9001 standard, Supplier Quality Management Specification [4] and any other applicable or related quality management standard/s and/or specification/s – this shall mean the latest applicable revision of the standard/s or specification/s.

The Contractor shall ensure that **Quality Assurance** is performed at all stages/phases of work carried out for the Employer.

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The Contractor shall ensure that **Quality Control** is performed at all stages/phases of the Works i.e. manufacturing, fabrication, testing, certification etc. The Contractor shall develop and implement processes and procedures that efficiently and effectively monitor, verify, and document the quality of the scope of work that is carried out.

The Supplier shall comply with the quality criteria and constraints contained in Annexure A to this Goods Information.

## 7.12 Invoicing and payment

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

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

- Name and address of the Supplier and the Supply Manager;
- The contract number and title;
- Supplier's VAT registration number;
- The Purchaser's VAT registration number.
- Description of goods and services provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- The invoice is to be submitted to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za) once confirmed with the payment certificate.

## 7.13 Insurance provided by the *Purchaser*

As stated in the Contract Data

## 7.14 Contract change management

All changes to the Contract, such as Supplier management changes or Compensation events shall be communicated through standard NEC SC 3 forms.

## 7.15 Provision of bonds and guarantees

Not Applicable

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

The *Supplier* is required to keep any records of Defined Cost.

# 8 Procurement

## 8.1 Subcontracting

### 8.1.1 Preferred subcontractors

tbc

### 8.1.2 Limitations on subcontracting

tbc

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

**8.1.3 Spares and consumables**

Not Applicable.

**8.1.4 Other requirements related to procurement**

As part of the negotiated contract, a minimum of 0.5 percent of the total value of contract is to be subcontracted to a black women owned company (transportation) as part of SD&L. Furthermore, as part of the CSI initiative, 1.1 percent of the total value of contract was agreed.

**8.1.5 Cataloguing requirements by the *Supplier***

The *Supplier* is to provide technical specification for cataloguing of components identified in the operating and maintenance manuals. The *Purchaser* will issue the forms required to be completed to the Supplier on the date of the Kick-off meeting.

**9 List of drawings**

**9.1 Drawings issued by the *Purchaser***

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

Drawing number	Revision	Title

The Supply and Delivery of Office Furniture for a period of Two years (24) month at Kusile Power Station, ECAS on an as and when required basis.

## **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.

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