



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 PERSONAL PROTECTIVE
EQUIPMENT (PPE) ACCESSORIES ON AN “AS AND WHEN
REQUIRED” BASIS TUTUKA POWER STATION- MAIN STORES
FOR A PERIOD OF THREE (3) YEARS]**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

[•]

Part C2 Pricing Data

[•]

Part C3 Scope of Work

[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) ACCESSORIES ON AN “AS AND WHEN REQUIRED” BASIS TUTUKA POWER STATION- MAIN STORES FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	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*.

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	[•]	[•]
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*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) 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	Tutuka Power Station, Standerton, 2430
	Tel No.	
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(13)	The <i>goods</i> are	[PERSONAL PROTECTIVE EQUIPMENT (PPE)]
11.2(13)	The <i>services</i> are	[SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT (PPE)]
11.2(14)	The following matters will be included in the Risk Register	[•]

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

11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.		
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	[2] weeks		
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
30.1	The <i>starting date</i> is.	[•]		
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<i>goods and services</i>	<i>delivery date</i>	
		1	[As stipulated in each purchase order]	[]
		2	[•]	[•]
		3	[•]	[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Not Applicable		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Not Applicable		
4	Testing and defects			
42	The <i>defects date</i> is	[26] Weeks after Delivery.		
43.2	The <i>defect correction period</i> is	[2] weeks		
42.2	The <i>defects access period</i> is	[30] days after delivery		
5	Payment			
50.1	The <i>assessment interval</i> is	Between the [30th] day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand		
51.2	The period within which payments are made is	[4] Weeks after submission of invoice.		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of		

any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> Additional risks may be managed by Parties as they arise.] Non-conformance to specification
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i>, plant and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B
		If this contract includes the supervision of

		installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	Total Contract Value <i>[As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the "free issue" plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]</i>
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately. However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than <ul style="list-style-type: none"> R15 million (fifteen million Rand) for exposure to Generation Division property; For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
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	Contract Value
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" <i>{choose the applicable format, then delete the others and this note}</i>, insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_

From_1_April_2014_To_31_March_2015.aspx
x

and

(2) for all other existing *Purchaser's* property the highest applicable deductible (first amount payable) namely:

- R15 million (fifteen million Rand) for Generation Division property;

See notes in Annexure B

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Contract Value
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	Contract Value
88.5	The <i>end of liability date</i> is	[1] year after Delivery of all the <i>goods</i> and <i>services</i> .
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	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 base date for indices is		[April 2022].										
	The proportions used to calculate the Price Adjustment Factor are:		proportion										
			linked to index for	Index prepared by									
	15%		[Non - Adjustment]	[•]									
	70%.		[Table I - PPI – Final manufactured goods]	[SEIFSA]									
	15%.		[Table L1 - A]	[SEIFSA]									
	1.00			[•]									
X2	Changes in the law												
X2.1	A change in the law of		is a compensation event if it occurs after the Contract Date										
X7	Delay damages												
X7.1	Delay damages for Delivery are		<table><tr><td>Action</td><td>Limit</td><td>Damage (amount)</td></tr><tr><td>Delive ry delays</td><td>5 days</td><td>2.5 % of the task order value</td></tr><tr><td></td><td>More than 5 days</td><td>5 % of the task order value</td></tr></table>		Action	Limit	Damage (amount)	Delive ry delays	5 days	2.5 % of the task order value		More than 5 days	5 % of the task order value
			Action	Limit	Damage (amount)								
			Delive ry delays	5 days	2.5 % of the task order value								
	More than 5 days	5 % of the task order value											
X13	Performance bond												
X13.1	The amount of the performance bond is		10% of the contract										

		value]	
Z	The <i>additional conditions of contract</i> are	Z1 to Z12 always apply for Eskom	
Z			
Z1			
Z	Cession delegation and assignment		
Z1.1	The <i>Supplier</i> does not cede, delegate or		
Z1.2	assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .		
Z			
Z1	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.		
Z2	Joint ventures		
Z2.1			
Z			
Z1	If the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.		
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.		performance level
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.		for [●]
			for [●]
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		for [●]
Z3.1	Where a change in the <i>Supplier's</i> legal		for [●]

- Z3.2 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.
- 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.

- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Supply Requirements

[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:

Group	Category	Term	Delivery Place
D	arrival	DAT, DAP, DDP	Tutuka Power Station –Main Stores

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

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	Refer to the specifications attached]	
2. The requirements for transport are	Secured mode of transport	
3. The delivery place is	Grootvlei Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Both Parties
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Both Parties
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Both Parties
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

***Supplier's* liability for damage to the *Purchaser's* property**

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

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

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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:													
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><thead><tr><th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr></thead><tbody><tr><td>1</td><td>[•]</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td><td>[•]</td></tr></tbody></table>		<i>goods and services</i>	<i>delivery date</i>	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	<i>goods and services</i>	<i>delivery date</i>												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													

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

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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

Option X13: Performance bond

These Options require a bond or guarantee “in the form set out in the Goods Information”.
Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	“Bank” means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	“Bank’s Address” means	[Insert physical address of Bank]
1.3	“Contract” means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	“ <i>Supplier</i> ” means	[●] a company registered in accordance with the laws of [●] under Registration No [●].

1.5	"Purchaser" means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"goods and services" means	[insert details from Contract Data part 1]

- At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
- A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
- Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
- The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
- The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
- Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
- This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;

- is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <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.

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*

Material	Short Text	Unit of Measure	Quantity	Rate
0039775	CARTRIDGE RSPTR	EA	20	
0041004	SPECTACLE SFTY:INDOOR/OUTDOOR;VARIABLE	EA	10 000	
0041104	FILTER AIR:INTAKE CARTRIDGE;FIBER	EA	120	
0041109	SHIELD SFTY EQP:FACE;GREEN DARK;PC	EA	1	
0041168	PROTECTOR HEARNG:EARMUFF;CUSHIONS	EA	805	
0041209	MASK RSPTR:HALF SINGLE CARTRIDGE;M	EA	40	
0222555	JACKET UTIL:THERMAL;L; 42; 107	EA	385	
0222558	JACKET UTIL:THERMAL;XXL; 48; 122	EA	105	
0222553	JACKET UTIL:THERMAL;S; 34; 87	EA	1 000	
0222554	JACKET UTIL:THERMAL;M; 38; 97	EA	355	
0222559	JACKET UTIL:THERMAL;3XL	EA	60	
0187793	JACKET UTIL:THERMAL;4XL	EA	30	
0222556	JACKET UTIL:THERMAL;XL; 46; 117	EA	205	
0160683	PROTECTOR:ANKLE SPATS;LG 320 X HT 250 MM	PAA	4	
0222584	BOOTS SFTY:7;STRD; STL OR CARBON FIBER	PAA	135	
0222585	BOOTS SFTY:8;STRD; STL OR CARBON FIBER	PAA	160	
0566564	BOOTS SFTY:11;STRD; STL OR CARBON FIBER	PAA	20	
0566565	BOOTS SFTY:12;STRD; STL OR CARBON FIBER	PAA	6	
0172192	JACKET UTIL:OPERATING;147 CM	EA	5	
0172193	JACKET UTIL:OPERATING;137 CM	EA	25	
0179714	JACKET UTIL:OPERATING;157 CM	EA	11	
0187591	COVERALL:DISPOSABLE;M;TYVEK	EA	20 865	
0187592	COVERALL:DISPOSABLE;L;TYVEK	EA	24 000	
0187593	COVERALL:DISPOSABLE;XL;TYVEK	EA	20 770	
0187594	COVERALL:DISPOSABLE;2XL;TYVEK	EA	9 500	
0187793	JACKET UTIL:THERMAL;4XL	EA	17	
0198305	RAINWEAR:2 PIECE SUIT;4XL;BLUE	EA	1	
0566563	BOOTS SFTY:3;BLACK/BROWN;34-232;LACE	PAA	55	
0643000	JACKET OVRL:ACID RESIST;87;POLYCOTTON	EA	170	
0643015	TROUSERS:ACID RESIST;77;GREEN BOTTLE	EA	160	
0222358	SHIELD SFTY EQP:FACE PROTECTOR CHEM	EA	35	
0222359	SHIELD SFTY EQP:FACE PROTECTOR LV;CLEAR	EA	5	
0222467	TROUSERS:MEN LONG;77 CM;BLUE NAVY	EA	530	
0222468	TROUSERS:MEN LONG;82 CM;BLUE NAVY	EA	995	
0222469	TROUSERS:MEN LONG;87 CM;BLUE NAVY	EA	800	
0222470	TROUSERS:MEN LONG;92 CM;BLUE NAVY	EA	945	
0222471	TROUSERS:MEN LONG;97 CM;BLUE NAVY	EA	920	
0222472	TROUSERS:MEN LONG;102 CM;BLUE NAVY	EA	645	
0222473	TROUSERS:MEN LONG;107 CM;BLUE NAVY	EA	405	

0222474	TROUSERS:MEN LONG;112 CM;BLUE NAVY	EA	295	
0222476	TROUSERS:MEN LONG;117 CM;BLUE NAVY	EA	190	
0222477	TROUSERS:MEN LONG;122 CM;BLUE NAVY	EA	70	
0222478	TROUSERS:MEN LONG;127 CM;BLUE NAVY	EA	50	
0222479	TROUSERS:MEN LONG;132 CM;BLUE NAVY	EA	15	
0222480	TROUSERS:MEN LONG;137 CM;BLUE NAVY	EA	35	
0222482	TROUSERS:MEN LONG;147 CM;BLUE NAVY	EA	10	
0222499	TROUSERS:LADIES LONG;26; 67;BLUE NAVY	EA	25	
0222500	TROUSERS:LADIES LONG;28; 72;BLUE NAVY	EA	40	
0222501	TROUSERS:LADIES LONG;30; 77;BLUE NAVY	EA	85	
0222502	TROUSERS:LADIES LONG;32; 82;BLUE NAVY	EA	85	
0222503	TROUSERS:LADIES LONG;34; 87;BLUE NAVY	EA	50	
0222504	TROUSERS:LADIES LONG;36; 92;BLUE NAVY	EA	90	
0222505	TROUSERS:LADIES LONG;38; 97;BLUE NAVY	EA	80	
0222506	TROUSERS:LADIES LONG;40; 102;BLUE NAVY	EA	30	
0222507	TROUSERS:LADIES LONG;42; 107;BLUE NAVY	EA	10	
0222508	TROUSERS:LADIES LONG;44; 112;BLUE NAVY	EA	5	
0222509	TROUSERS:LADIES LONG;46; 117;BLUE NAVY	EA	3	
0222510	TROUSERS:LADIES LONG;48; 122;BLUE NAVY	EA	4	
0222511	TROUSERS:LADIES LONG;50; 127;BLUE NAVY	EA	5	
0222513	TROUSERS:LADIES LONG;54; 137;BLUE NAVY	EA	24	
0222529	COVERALL:ARTISAN BOILER SUIT;77 CM	EA	80	
0222530	COVERALL:ARTISAN BOILER SUIT;82 CM	EA	112	
0222531	COVERALL:ARTISAN BOILER SUIT;87 CM	EA	150	
0222533	COVERALL:ARTISAN BOILER SUIT;92 CM	EA	225	
0222534	COVERALL:ARTISAN BOILER SUIT;97 CM	EA	125	
0222535	JACKET UTIL:OPERATING;87 CM	EA	405	
0222536	JACKET UTIL:OPERATING;97 CM	EA	705	
0222537	JACKET UTIL:OPERATING;107 CM	EA	700	
0222538	JACKET UTIL:OPERATING;117 CM	EA	510	
0222539	JACKET UTIL:OPERATING;122 CM	EA	160	
0222540	JACKET UTIL:OPERATING;132 CM	EA	45	
0222561	RAINWEAR:2 PIECE SUIT;S;BLUE NAVY	EA	285	
0222566	RAINWEAR:2 PIECE SUIT;L;BLUE NAVY	EA	205	
0222567	RAINWEAR:2 PIECE SUIT;XL;BLUE NAVY	EA	105	
0222568	RAINWEAR:2 PIECE SUIT;2XL;BLUE NAVY	EA	60	
0222569	RAINWEAR:2 PIECE SUIT;3XL;BLUE NAVY	EA	285	
0225676	RAINWEAR:2 PIECE SUIT;M;BLUE NAVY	EA	575	
0230047	COVERALL:DISPOSABLE;XL;PE;TYVEK CLASSIC	EA	915	
0230048	COVERALL:DISPOSABLE;L;PE;TYVEK CLASSIC	EA	1 666	
0232870	SHIELD SFTY EQP:CUTTING/GRINDING;CLEAR	EA	65	
0239865	VEST HIGH VIS:EVACUATION;S;NYLON	EA	5	
0239866	VEST HIGH VIS:EVACUATION;M;NYLON	EA	6	
0239867	VEST HIGH VIS:EVACUATION;L;NYLON	EA	12	
0239868	VEST HIGH VIS:EVACUATION;XL;NYLON	EA	5	
0239871	VEST HIGH VIS:EVACUATION;3XL;NYLON	EA	2	
0552719	HELMET SFTY:HEIGHT THREE POINT;WHITE	EA	2 640	
0235907	SHOES SFTY:10;STRD; STL OR CARBON FIBER	PAA	120	
0565711	RAINWEAR:2 PIECE SUIT;4XL;BLUE NAVY	EA	65	
0565717	SUIT CHEM PRTCTV:M;YELLOW;ACID PROOF	EA	5	

0565718	SUIT CHEM PRTCTV:L;YELLOW;ACID PROOF	EA	1	
0565719	SUIT CHEM PRTCTV:XL;YELLOW;ACID PROOF	EA	4	
0566237	HELMET WELDG:POLYCARBONATE;ADJUSTABLE	EA	100	
0566482	JACKET UTIL:OPERATING;82 CM	EA	216	
0566494	JACKET UTIL:OPERATING;102 CM	EA	608	
0566503	JACKET UTIL:OPERATING;112 CM	EA	511	
0566511	JACKET UTIL:OPERATING;127 CM	EA	140	
0566512	JACKET UTIL:OPERATING;142 CM	EA	50	
0566513	JACKET UTIL:OPERATING;152 CM	EA	1	
0566544	JACKET UTIL:OPERATING;92 CM	EA	325	
0566589	COVERALL:ARTISAN BOILER SUIT;117 CM	EA	60	
0566590	COVERALL:ARTISAN BOILER SUIT;137	EA	5	
0566591	COVERALL:ARTISAN BOILER SUIT;107 CM	EA	80	
0566592	COVERALL:ARTISAN BOILER SUIT;132 CM	EA	10	
0566593	COVERALL:ARTISAN BOILER SUIT;127 CM	EA	20	
0566595	COVERALL:ARTISAN BOILER SUIT;142 CM	EA	5	
0566597	COVERALL:ARTISAN BOILER SUIT;147 CM	EA	2	
0566598	COVERALL:ARTISAN BOILER SUIT;112 CM	EA	80	
0566599	COVERALL:ARTISAN BOILER SUIT;122 CM	EA	35	
0222586	BOOTS SFTY:9;STRD; STL OR CARBON FIBER	PAA	60	
0566738	MASK RSPTR:5261FFP2 NR D;HALF DISPOSABLE	EA	230 000	
0566741	MASK RSPTR:FULL FACE;CHEMICALS;BLACK	EA	65	
0160963	GLOVE WLDR:11;LG 300 MM;PIG SKIN;BEIGE	PAA	6 500	
0642824	COVERALL:ACID RESIST;92;POLYCOTTON	EA	20	
0642825	COVERALL:ACID RESIST;97;POLYCOTTON	EA	50	
0642826	COVERALL:ACID RESIST;102;POLYCOTTON	EA	25	
0642828	COVERALL:ACID RESIST;112;POLYCOTTON	EA	10	
0642829	COVERALL:ACID RESIST;117;POLYCOTTON	EA	10	
0642830	COVERALL:ACID RESIST;122;POLYCOTTON	EA	2	
0642999	JACKET OVRL:ACID RESIST;82;POLYCOTTON	EA	2	
0643001	JACKET OVRL:ACID RESIST;92;POLYCOTTON	EA	150	
0643002	JACKET OVRL:ACID RESIST;97;POLYCOTTON	EA	230	
0643003	JACKET OVRL:ACID RESIST;102;POLYCOTTON	EA	275	
0643004	JACKET OVRL:ACID RESIST;107;POLYCOTTON	EA	155	
0643005	JACKET OVRL:ACID RESIST;112;POLYCOTTON	EA	180	
0643006	JACKET OVRL:ACID RESIST;117;POLYCOTTON	EA	205	
0643007	JACKET OVRL:ACID RESIST;122;POLYCOTTON	EA	115	
0643008	JACKET OVRL:ACID RESIST;127;POLYCOTTON	EA	45	
0643009	JACKET OVRL:ACID RESIST;132;POLYCOTTON	EA	6	
0643010	JACKET OVRL:ACID RESIST;137;POLYCOTTON	EA	15	
0643011	JACKET OVRL:ACID RESIST;142;POLYCOTTON	EA	20	
0643015	TROUSERS:ACID RESIST;77;GREEN BOTTLE	EA	160	
0643016	TROUSERS:ACID RESIST;82;GREEN BOTTLE	EA	275	
0643017	TROUSERS:ACID RESIST;87;GREEN BOTTLE	EA	230	
0643018	TROUSERS:ACID RESIST;92;GREEN BOTTLE	EA	360	
0643019	TROUSERS:ACID RESIST;97;GREEN BOTTLE	EA	320	
0643020	TROUSERS:ACID RESIST;102;GREEN BOTTLE	EA	260	
0643021	TROUSERS:ACID RESIST;107;GREEN BOTTLE	EA	177	
0643022	TROUSERS:ACID RESIST;112;GREEN BOTTLE	EA	125	
0643023	TROUSERS:ACID RESIST;117;GREEN BOTTLE	EA	75	

0643024	TROUSERS:ACID RESIST;122;GREEN BOTTLE	EA	22	
0643025	TROUSERS:ACID RESIST;127;GREEN BOTTLE	EA	10	
0643026	TROUSERS:ACID RESIST;132;GREEN BOTTLE	EA	10	
0160727	GLOVE WLDR:12;LG 300 MM;PIG SKIN;BEIGE	PAA	1 000	
0160793	GLOVE WLDR:8;LG 300 MM;PIG SKIN;BEIGE	PAA	1 800	
0160854	GLOVE WLDR:10;LG 300 MM;PIG SKIN;BEIGE	PAA	7 300	
0160855	GLOVE WLDR:9;LG 300 MM;PIG SKIN;BEIGE	PAA	1 200	
0160963	GLOVE WLDR:11;LG 300 MM;PIG SKIN;BEIGE	PAA	4 400	
0555011	GLOVE:34-450;CUT RESISTANT;6;LG 25 CM	PAA	185	
0555014	GLOVE:34-450;CUT RESISTANT;8 (M);50 MM	PAA	1 520	
0555016	GLOVE:34-450;CUT RESISTANT;7;LG 25 CM	PAA	365	
0555019	GLOVE:34-450;CUT RESISTANT;9;LG 25 CM	PAA	2 900	
0555020	GLOVE:34-450;CUT RESISTANT;10;LG 25 CM	PAA	2 500	
0565280	GLOVE CHEM PROTCTV:ACID RESISTANT;7	PAA	60	
0565281	GLOVE CHEM PROTCTV:ACID RESISTANT;8	PAA	140	
0565282	GLOVE CHEM PROTCTV:ACID RESISTANT;9	PAA	225	
0565283	GLOVE:34-876;GENERAL HANDLING;6;LG 25 CM	PAA	155	
0565284	GLOVE:34-876;GENERAL HANDLING;7;LG 25 CM	PAA	215	
0565285	GLOVE:34-876;GENERAL HANDLING;8;LG 25 CM	PAA	1 300	
0565286	GLOVE:34-876;GENERAL HANDLING;9;LG 25 CM	PAA	1 200	
0565287	GLOVE:34-876;GENERAL HANDLING;10;50 MM	PAA	1 820	
0565288	GLOVE:34-876;GENERAL HANDLING;11;50 MM	PAA	1 600	
0565290	GLOVE:34-450;CUT RESISTANT;11;LG 25 CM	PAA	1 700	
0565293	GLOVE WLDR:S;LG 8 IN;LEATHER;GREEN;GP	PAA	45	
0565295	GLOVE WLDR:L;LG 8 IN;LEATHER;GREEN;GP	PAA	270	
0235906	SHOES SFTY:9;STRD; STL OR CARBON FIBER	PAA	200	
0235903	SHOES SFTY:6;STRD; STL OR CARBON FIBER	PAA	100	
0235905	SHOES SFTY:8;STRD; STL OR CARBON FIBER	PAA	160	
0235901	SHOES SFTY:4;STRD; STL OR CARBON FIBER	PAA	35	
0235895	SHOES SFTY:7;BLACK/BROWN;34-232;LACE	PAA	100	
0017014	GUMBOOTS SFTY:STL;7;KNEE HEIGHT;BLACK	PAA	100	
0017015	GUMBOOTS SFTY:STL;8;KNEE HEIGHT;BLACK	PAA	185	
0017016	GUMBOOTS SFTY:STL;9;KNEE HEIGHT;BLACK	PAA	170	
0017017	GUMBOOTS SFTY:STL;10;KNEE HEIGHT;BLACK	PAA	105	
0017018	GUMBOOTS SFTY:STL;11;KNEE HEIGHT;BLACK	PAA	40	
0161108	GUMBOOTS SFTY:STL;6;KNEE HEIGHT;BLACK	PAA	115	
0161113	GUMBOOTS SFTY:STL;12;KNEE HEIGHT;BLACK	PAA	10	
0222572	BOOTS SFTY:4;BLACK/BROWN;34-232;LACE	PAA	155	
0222573	BOOTS SFTY:5;BLACK/BROWN;34-232;LACE	PAA	245	
0222574	BOOTS SFTY:6;BLACK/BROWN;34-232;LACE	PAA	380	
0222575	BOOTS SFTY:7;BLACK/BROWN;34-232;LACE	PAA	410	
0222576	BOOTS SFTY:8;BLACK/BROWN;34-232;LACE	PAA	630	
0222577	BOOTS SFTY:9;BLACK/BROWN;34-232;LACE	PAA	405	
0222578	BOOTS SFTY:10;BLACK/BROWN;34-232;LACE	PAA	250	
0222579	BOOTS SFTY:11;BLACK/BROWN;34-232;LACE	PAA	105	
0222580	BOOTS SFTY:12;BLACK/BROWN;34-232;LACE	PAA	45	
0222581	BOOTS SFTY:4;STRD; STL OR CARBON FIBER	PAA	100	
0222582	BOOTS SFTY:5;STRD; STL OR CARBON FIBER	PAA	145	
0222583	BOOTS SFTY:6;STRD; STL OR CARBON FIBER	PAA	100	
0566565	BOOTS SFTY:12;STRD; STL OR CARBON FIBER	PAA	10	

0566568	BOOTS SFTY:3;STRD; STL OR CARBON FIBER	PAA	30	
0566569	BOOTS SFTY:13;STRD; STL OR CARBON FIBER	PAA	5	
0566572	SHOES SFTY:3;STRD; STL OR CARBON FIBER	PAA	40	
0642355	BOOTS SFTY:4;STRD; STL;BROWN;34-232	PAA	200	
0642356	BOOTS SFTY:3;STRD; STL;BROWN;34-232	PAA	50	
0642357	BOOTS SFTY:5;STRD; STL;BROWN;34-232	PAA	215	
0642358	BOOTS SFTY:6;STRD; STL;BROWN;34-232	PAA	265	
0642359	BOOTS SFTY:7;STRD; STL;BROWN;34-232	PAA	300	
0642360	BOOTS SFTY:8;STRD; STL;BROWN;34-232	PAA	500	
0642361	BOOTS SFTY:9;STRD; STL;BROWN;34-232	PAA	400	
0642362	BOOTS SFTY:10;STRD; STL;BROWN;34-232	PAA	120	
0642363	BOOTS SFTY:11;STRD; STL;BROWN;34-232	PAA	65	
0642364	BOOTS SFTY:12;STRD; STL;BROWN;34-232	PAA	50	

The total of the Prices

PART 3: SCOPE OF WORK

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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the goods and services

This enquiry calls for the supply and delivery of PPE Accessories on an "as" and when required basis to various Eskom sites for a period of two (2) years period. Requirements will be done as and when required and individual release orders will be done. The specification, SHE, Quality and SD&L requirements are attached to this contract and the 90/10 PPPFA criteria will be used for evaluation purposes.

2 Specification and description of the goods

The technical specification document for PPE Accessories is titled 240-44175132 for Technical Specification is available under the Technical folder.

2.1 Purchaser's design

Refer to the technical specification attached.

2.2 Procedure for submission and acceptance of Supplier's design

The technical specification document for PPE Accessories is titled 240-44175132 for Technical Specification is available under the Technical folder.

The 90/10 PPPFA criteria will be used for evaluation

2.3 Use of Supplier's design

N/A

2.4 Manufacture & fabrication

The technical specification document for PPE Accessories is titled 240-44175132 for Technical Specification is available under the Technical folder.

2.5 Factory acceptance testing (FAT)

Details provided under technical evaluation criteria regarding samples that requires acceptance before bulk delivery.

2.6 Other tests and inspections and commissioning in place of use

Details provided under technical evaluation criteria regarding samples that requires acceptance before bulk delivery.

2.7 Operating manuals and maintenance schedules

N/A

3 Supply Requirements

Refer to Technical Specification

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

4 Specification of the *services* to be provided

N/A

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

The contract is as when required, the supplier to stick to the conditions stipulated on the contract data.

5.2 Work to be done by the Delivery Date

The PPE must be delivered on site fully done.

5.3 Marking the *goods*

All goods will be paid when delivered on site.

5.4 Constraints at the delivery place and place of use

Goods to be delivered between 07:15 and 16:00 Monday – Thursday, as well as Friday between 07:15 and 12:00. No delivery will be accepted during weekends as well as holidays.

5.5 Cooperating with Others

N/A

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

The Purchaser will assist should there be a need of crane or fork lift for off-loading.

5.7 Management meetings

Quarterly meetings to be held once the contract is up and running to discuss the progress, anticipated next delivery, compensations events should there be any. The meeting to be attended by the Supply Manager or his/her representative, Service Provider representative and the End User. The meeting will be held at Grootvlei Power Station.

The following text could be used as a model for this section:

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:
Risk register and	Quarterly on ____ date to	Grootvlei Power Station	Supply Manager/Rep,

compensation events	be communicated____ at ____		End user and Supplier Manager.
Overall contract progress and feedback	Quarterly on date to be communicated at ____	Grootvlei Power Staion	<i>Purchaser, Supplier, and __End User__</i>

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

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

5.8 Documentation control

All communication will be in the form meeting minutes as well as emails both parties are required to have projects file to ensure the details of the contract are stored accordingly.

5.9 Health and safety risk management

Refer to the SHE spec attached.

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

5.10 Environmental constraints and management

N/A

5.11 Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*.

ISO 9001 compliance is a condition and it shall apply.

Supplier Quality Management Standards. (refer the detailed attached specification)

5.12 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)

5.13 Insurance provided by the *Purchaser*

No additional insurance apart from the stated in the contract data.

5.14 Contract change management

No additional requirements we shall use compensation clause included under section 6 of this contract.

5.15 Provision of bonds and guarantees

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

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

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

Assessments signed by all parties, notification of compensation events should there be any should be kept by the *Supplier* as well as the *Purchaser* for future reference.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

N/A

6.1.2 Limitations on subcontracting

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

6.1.3 Spares and consumables

N/A

6.1.4 Other requirements related to procurement

N/A

6.1.5 Cataloguing requirements by the *Supplier*

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

7 List of drawings

7.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

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.
