



**NEC3 Supply Contract (SC3)**

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

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

**for Supply and delivery of Personal Protective  
Equipment's (PPE) for a period of 5 years, on "an as  
and when required" basis at Gauteng Cluster.**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	
<b>Part C2 Pricing Data</b>	
<b>Part C3 Scope of Work</b>	

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**CONTRACT No. [Insert at award stage]**

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

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### **Contents:**

#### **C1.1 Form of Offer and Acceptance**

[to be inserted from Returnable Documents at award stage]

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

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

[to be inserted from Returnable Documents at award stage]

#### **C1.3 Proforma Guarantees**

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**Supply and delivery of Personal Protective Equipment’s (PPE) for a period of 5 years, on “an as and when required” basis at Gauteng Cluster.**

The tenderer, identified in the Offer signature block, has

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>Rates based contract as per Price List</b>
	Value Added Tax @ 15% is	<b>Rates based contract as per Price List</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates based contract as per Price List</b>
	<b>Rates based contract as per Price List</b>	

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*.

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on ‘an as and when required” basis in the Gauteng Cluster.

**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.

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on ‘an as and when required” basis in the Gauteng Cluster.

**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*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes of Law</b></p> <p><b>X4: Current Company Guarantee (If applicable)</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance bond (If applicable)</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	(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):	<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.	<b>011 800 3000</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Supply Manager</i> is (name):	<b>[insert at Contract Award]</b>
	Address	<b>[insert at Contract Award]</b>
	Tel	<b>[insert at Contract Award]</b>
	Fax	<b>N/A</b>
	e-mail	<b>[insert at Contract Award]</b>
11.2(13)	The <i>goods</i> are	<b>Supply and delivery of Personnel Protective Equipment's (PPE) for a period of 5 years, on "an as an when required" basis at Gauteng Cluster</b>
11.2(13)	The <i>services</i> are	<b>N/A</b>

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

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on 'an as and when required' basis in the Gauteng Cluster.

11.2(14)	The following matters will be included in the Risk Register	<b>N/A</b>
11.2(15)	The Goods Information is in	<b>Part 3: Scope of Work 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 weeks</b>
<b>2</b>	<b>The <i>Supplier's</i> 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>5 Years</b>
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.	<b>Not applicable</b>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>1 week of the Contract Date.</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>1 weeks.</b>
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>6 weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>1 weeks</b>
	except that the <i>defect correction period</i> for	<b>1 weeks</b>
	and the <i>defect correction period</i> for	<b>1 weeks</b>
42.2	The <i>defects access period</i> is	<b>1 days</b>
	except that the <i>defect access period</i> for	<b>N/A</b>
	and the <i>defect access period</i> for	<b>N/A</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25 of every month / after delivery of all Goods and correct invoices Submitted to Eskom Finance shared services.</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>15 Days after date of submitting correct invoices</b>
51.4	The <i>interest rate</i> is	<b>The publicly quoted prime rate of interest</b>

(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

6	<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.
7	<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.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	<b>1. Shortage of Raw Materials</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>R 0.0 (zero Rand)</b>
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	<b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and  (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</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:	<b>R 0</b>
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	<b>Limited to Task Order Value</b>
88.5	The <i>end of liability date</i> is	<b>12 Months after Delivery of the whole of the goods and services.</b>
9	<b>Termination and dispute resolution</b>	

94.1	The <i>Adjudicator</i> is	<b>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).</b>
94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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>)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
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  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	<b>Johannesburg, South Africa</b>  <b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

**10 Data for Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is  The proportions used to calculate the Price Adjustment Factor are:	<b>A month before the Tender closes.</b>	
		<b>proportion</b>	<b>linked to the index for</b>
		<b>85%</b>	<b>Stats SA – PPI</b>
		<b>15%</b>	<b>Non-adjustable</b>
		<b>100%</b>	
			<b>Index prepared by</b>
			<b>Stats SA Table C1 (Final manufactured goods)</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>Protective Personal Equipment (As per issued Task Order)</b>	<b>Delay damages are R500) per week per delay up to A maximum of 10% of the Purchase / Task Order value.</b>
<b>Z</b>	<b>The <i>additional conditions of the contract</i> are</b>		
		<b>Z1 to Z12 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 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.

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on 'an as and when required' basis in the Gauteng Cluster.

- 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

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on 'an as and when required" basis in the Gauteng Cluster.

terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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

## **Z9 Purchaser's limitation of liability**

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

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

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

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

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

## **Z12 Ethics**

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

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

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on ‘an as and when required’ basis in the Gauteng Cluster.

**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.

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

<b>1. The requirements for the supply are</b>	Supply and delivery of Personnel Protective Equipment (PPE) for a period of 5 years, on "an as an when required" basis at Gauteng Cluster	
<b>2. The requirements for transport are</b>	Supplier's responsibility	
<b>3. The delivery place is</b>	The delivery address for the equipment is	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Eskom
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	
	Arrange access to delivery place	Supplier
	Loading the goods	N/A
	Unloading the goods	N/A
<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	

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on 'an as and when required" basis in the Gauteng Cluster.

	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

Supply and delivery of Personal Protective Equipment (PPE) for a period of 5 years, on 'an as and when required' basis in the Gauteng Cluster.

## **Annexure B: Insurance provided by the Purchaser**

### **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 the 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 that a pre-shipment survey form has to be completed under certain circumstances.
- Marine Claims Handling Procedures -for important shipment actions and claims forms in the 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 Purchase, /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 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:

R 15 million for Generation Division projects,  
R 7.5 million for Transmission Division projects or  
R1.0 million for Distribution 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 [or 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 his consultant shall become legally liable to pay as damages arising from any claim first made against the Supplier I, 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.

# C1.2 Contract Data

## Part two - Data provided by the *Supplier*

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:	<b>Supply and delivery of Personnel Protective Equipment's (PPE) for a period of 5 years, on "an as an when required" basis at Gauteng Cluster</b>				
11.2(11)	The tendered total of the Prices is	<b>Rates Based Contract</b>				
11.2(12)	The <i>price schedule</i> is in:	<b>Rates Based Contract</b>				
11.2(14)	The following matters will be included in the Risk Register	<b>Raw Material Shortage</b>				
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	<b>N/A</b>				
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="0"> <tr> <td style="text-align: center;"><b>goods and services</b></td> <td style="text-align: center;"><b>delivery date</b></td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"> </td> </tr> </table>	<b>goods and services</b>	<b>delivery date</b>	1	
<b>goods and services</b>	<b>delivery date</b>					
1						
31.1	The programme identified in the Contract Data is contained in:	<b>1 week</b>				
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	<b>5%</b>				

## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

**[Note to contract compiler:**

**Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]**

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

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14: Advanced payment to the *Supplier*

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 Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

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

Date:

Dear Sirs,

### Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton  
Johannesburg** (the *Purchaser*) and

**[Insert registered name and address of the *Supplier*]** (the *Supplier*), for

**[Insert details of the *goods and services* from the Contract Data]** (the *goods and services*).

I/We the undersigned

on behalf of the *Supplier's*  
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.
4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature(s)	_____
Name(s) (printed)	_____
Position in parent company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

**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	“ <i>Purchaser</i> ” 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"> <li>• 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</li> <li>• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.</li> </ul>
1.7	“Guaranteed Sum” means	the sum of R[●], ([●] Rand)
1.8	“ <i>goods</i> and <i>services</i> ” means	[insert details from Contract Data part 1]

2. 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.

3. 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.
4. 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.
5. 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*.
6. 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.
7. 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.
8. 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


## Pro forma Advanced Payment Bond (for use with Option X14)

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

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

Bank ref no. [●]

Date: [●]

Dear Sirs,

### Advanced Payment Bond for Contract No. [●]

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd**

(the *Purchaser*) and

**{Insert registered name and address of the *Supplier*}**

(the *Supplier*), for

**{Insert details of the *goods and services* from the Contract Data}**

(the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment bond.
4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.

- 6. Our total liability hereunder shall not exceed the sum of ..... (R .....) which is equal to the advance payment.
- 7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)


## 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:

<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.

### 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

### C2.2 Price Schedule

The Rates and Prices entered for each item include all work and other necessary items to supply the item.

<b>CATEGORY A</b>				
<b>1. HEAD PROTECTION</b>				
<b>NO</b>	<b>SAP MATERIAL NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
1	222349	HAT:SOFT BUSH;SMALL; 56;NAVY BLUE	EA	R
2	222351	HAT:SOFT BUSH;MEDIUM; 57;NAVY BLUE	EA	R
3	222352	HAT:SOFT BUSH;LARGE; 58;NAVY BLUE	EA	R
4	222353	HAT:SOFT BUSH;X-LARGE; 59;NAVY BLUE	EA	R
5	565363	HAT:SOFT BUSH;XX-LARGE; 60;NAVY BLUE	EA	R
6	552179	HARD HAT FOR WORKING FROM HEIGHT INCLUDING 3 POINT CHIN STRAP-HELEMT SAFETY ADJUST CHIN VISOR:SUN BRIM FOR HARD HAT	EA	R
7	565828	NET:HAIR;LG 320 MM;280 MM;MTRL COTTON	EA	R
8	566181	HAT:SOFT BUSH;SMALL; 56;NAVY BLUE	EA	R

<b>2. RAIN WATER</b>				
<b>NO</b>	<b>SAP MATERIAL NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
1	0222561	RAINWEAR:2 PIECE SUIT;S;NAVY BLUE	EA	R
2	02225676	RAINWEAR:2 PIECE SUIT;M;NAVY BLUE	EA	R
3	0222566	RAINWEAR:2 PIECE SUIT;L;NAVY BLUE	EA	R
4	0222567	RAINWEAR:2 PIECE SUIT;XL;NAVY BLUE	EA	R
5	0222568	RAINWEAR:2 PIECE SUIT;XXL;NAVY BLUE	EA	R
6	0222569	RAINWEAR:2 PIECE SUIT;XXXL;NAVY BLUE	EA	R
7	0565711	RAINWEAR:2 PIECE SUIT;S;NAVY BLUE	EA	R

3. REFLECTIVE VESTS				
NO	SAP MATERIAL NUMBER	ITEM DESCRIPTION	UNIT	PRICE
	0565504	VEST, H/VISIB:TRANSPORT;XXXL;NYLON	EA	R
	0565508	VEST, H/VISIB:TRANSPORT;4XL;NYLON	EA	R
	0565510	VEST, H/VISIB:TRANSPORT;5XL;NYLON	EA	R
	0565509	VEST, H/VISIB:TRANSPORT;6XL;NYLON	EA	R
	0565536	VEST, H/VISIB:MANAGEMENT;S;NYLON	EA	R
	0565537	VEST, H/VISIB:MANAGEMENT;M;NYLON	EA	R
	0565538	VEST, H/VISIB:MANAGEMENT;L;NYLON	EA	R
	0565539	VEST, H/VISIB:MANAGEMENT;XL;NYLON	EA	R
	0565540	VEST, H/VISIB:MANAGEMENT;XXL;NYLON	EA	R
	0565541	VEST, H/VISIB:MANAGEMENT;XXXL;NYLON	EA	R
	0565542	VEST, H/VISIB:MANAGEMENT;4XL;NYLON	EA	R
	0565543	VEST, H/VISIB:MANAGEMENT;5XL;NYLON	EA	R
	0565544	VEST, H/VISIB:MANAGEMENT;6XL;NYLON	EA EA	R R
	565550	VEST HIGH VIS:EMPLOYEE AT WORK;2XL;NYLON	EA	R
	565551	VEST HIGH VIS:EMPLOYEE AT WORK;3XL;NYLON	EA	R
	565552	VEST HIGH VIS:EMPLOYEE AT WORK;4XL;NYLON	EA	R
	565553	VEST HIGH VIS:EMPLOYEE AT WORK;5XL;NYLON	EA	R
	565554	VEST HIGH VIS:EMPLOYEE AT WORK;6XL;NYLON	EA	R
	565548	VEST HIGH VIS:EMPLOYEE AT WORK;L;NYLON	EA	R
	565547	VEST HIGH VIS:EMPLOYEE AT WORK;M;NYLON	EA	R
	237954	VEST HIGH VIS:EMPLOYEE AT WORK;S;NYLON	EA	R
	565549	VEST HIGH VIS:EMPLOYEE AT WORK;XL;NYLON	EA	R
	239869	VEST HIGH VIS:EVACUATION;2XL;NYLON	EA	R
	239871	VEST HIGH VIS:EVACUATION;3XL;NYLON	EA	R
	239872	VEST HIGH VIS:EVACUATION;4XL;NYLON	EA	R
	239873	VEST HIGH VIS:EVACUATION;5XL;NYLON	EA	R
	565467	VEST HIGH VIS:EVACUATION;6XL;NYLON	EA	R
	239867	VEST HIGH VIS:EVACUATION;L;NYLON	EA	R
	239866	VEST HIGH VIS:EVACUATION;M;NYLON	EA	R
	239865	VEST HIGH VIS:EVACUATION;S;NYLON	EA	R
	239868	VEST HIGH VIS:EVACUATION;XL;NYLON	EA	R
	565615	VEST HIGH VIS:FIRE PROTECTION;2XL;NYLON	EA	R

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT'S (PPE) FOR A PERIOD OF 5 YEARS, ON 'AN AS AND WHEN REQUIRED' BASIS AT GAUTENG CLUSTER.

	565616	VEST HIGH VIS:FIRE PROTECTION;3XL;NYLON	EA	R
	565617	VEST HIGH VIS:FIRE PROTECTION;4XL;NYLON	EA	R
	565618	VEST HIGH VIS:FIRE PROTECTION;5XL;NYLON	EA	R
	565619	VEST HIGH VIS:FIRE PROTECTION;6XL;NYLON	EA	R
	565613	VEST HIGH VIS:FIRE PROTECTION;L;NYLON	EA	R
	565613	VEST HIGH VIS:FIRE PROTECTION;L;NYLON	EA	R
	565612	VEST HIGH VIS:FIRE PROTECTION;M;NYLON	EA	R
	565611	VEST HIGH VIS:FIRE PROTECTION;S;NYLON	EA	R
	565614	VEST HIGH VIS:FIRE PROTECTION;XL;NYLON	EA	R
	565635	VEST HIGH VIS:FIRST AID;L;NYLON	EA	R
	565628	VEST HIGH VIS:FIRST AID;M;NYLON	EA	R
	565627	VEST HIGH VIS:FIRST AID;S;NYLON	EA	R
	565631	VEST HIGH VIS:FIRST AID;XL;NYLON	EA	R
	565629	VEST HIGH VIS:FIRST AID;2XL;NYLON	EA	R
	565630	VEST HIGH VIS:FIRST AID;3XL;NYLON	EA	R
	565632	VEST HIGH VIS:FIRST AID;4XL;NYLON	EA	R
	565633	VEST HIGH VIS:FIRST AID;5XL;NYLON	EA	R
	565634	VEST HIGH VIS:FIRST AID;6XL;NYLON	EA	R
	565540	VEST HIGH VIS:MANAGEMENT;2XL;NYLON	EA	R
	565541	VEST HIGH VIS:MANAGEMENT;3XL;NYLON	EA	R
	565542	VEST HIGH VIS:MANAGEMENT;4XL;NYLON	EA	R
	565543	VEST HIGH VIS:MANAGEMENT;5XL;NYLON	EA	R
	565544	VEST HIGH VIS:MANAGEMENT;6XL;NYLON	EA	R
	565538	VEST HIGH VIS:MANAGEMENT;L;NYLON	EA	R
	565537	VEST HIGH VIS:MANAGEMENT;M;NYLON	EA	R
	565536	VEST HIGH VIS:MANAGEMENT;S;NYLON	EA	R
	565539	VEST HIGH VIS:MANAGEMENT;XL;NYLON	EA	R
	565507	VEST HIGH VIS:TRANSPORT;2XL;NYLON	EA	R
	565504	VEST HIGH VIS:TRANSPORT;3XL;NYLON	EA	R
	565508	VEST HIGH VIS:TRANSPORT;4XL;NYLON	EA	R
	565510	VEST HIGH VIS:TRANSPORT;5XL;NYLON	EA	R
	565509	VEST HIGH VIS:TRANSPORT;6XL;NYLON	EA	R
	565505	VEST HIGH VIS:TRANSPORT;L;NYLON	EA	R
	565503	VEST HIGH VIS:TRANSPORT;M;NYLON	EA	R
	565511	VEST HIGH VIS:TRANSPORT;S;NYLON	EA	R
	565506	VEST HIGH VIS:TRANSPORT;XL;NYLON	EA	R

4. EYE PROTECTION				
NO	SAP MATERIAL NUMBER	ITEM DESCRIPTION	UNIT	PRICE
	0147555	SPECTACLE VISITORS	EA	R
	0163475	SPECTACLE GAS WELDING GREEN	EA	R
	0220008	SPECTACLE GOGGLES	EA	R
	0041024	SPECTACLE SAFETY PROTECTIVE AMBER	EA	R
	0147556	SPECTACLE SAFETY WRAPAROUND CLEAR 48MM (SUNGLASSES)	EA	R
	0041004	SPECTACLE SAFETY INDOOR/OUTDOOR VARIABLE	EA	R
	0163471	GOGGLE INDUSTRIAL GREY	EA	R
	0566174	CORD SAFETY GLASS LG ADJUSTABLE NYLON	EA	R
		WELDING HELMETS	EA	R
	0222359	1000V/ LV FACE SHIELD SWITCHING	EA	R
		SPECTACLE STORAGE CASE	EA	R
		WELDING HELMET HARD HAT ASSEMBLED	EA	R
		GOGGLE/EARMUFFS STORAGE CASE	EA	R
	0232870	FACE SHIELD FOR CUTTING AND GRINDING	EA	R
		WELDING HELMET REPLACEMENT LENSES	EA	R
		WELDING HELMET FIELTER ARC WELDING SHADES	EA	R
		WELDING HELMET FIELTER GAS WELDING	EA	R
		AUTO DARKENING FULL WELDING HELMET	EA	R
	0222358	FACE SHIELD- ACID/ALKALINE PROTECTION	EA	R

5. SUN BLOCK				
NO	Non -Stock Items	ITEM DESCRIPTION	UNIT	PRICE
1	0222603	SUNSCREEN SUN BLOCK CREAM UV SPF 40+ TUBE (150ML)	No	R
2	0187784	CREAM BARRIER NO 1; SKIN PROTECTION CHEMICAL	No	R
3	0187785	CREAM BARRIER NO 2; SKIN PROTECTION ACID	No	R
4	0187786	CREAM BARRIER NO 3; SKIN PROTECTION SOLVENT	No	R
5	0187787	MYCOTA FOOT POWDER	No	R
6	0566142	PEACHFUL SLEEP FORMGEL STICK (INSECT REPELLANT ) LIP BALM SPF 16	No	R

7	0566182	BAYTICOL AEROSOL SPRAY (TICK REPELLANT ) SNAKE REPEL 250ML (SNAKE REPELLENT)	No	R
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**6. CHAIN SAW**

NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE
1		PROTECTIVE CLOTHING FOR USERS OF HAND-HELD CHAIN SAWS. SANS 50381-5	No	R

**NON- CONDUCTIVE, ANTI-STATIC AND ANTI-BACTERIAL SOCKS**

**Category A**

Material No.	Item Description	Size
0239825	SOCKS,COTTON A/LENGTH NAVY BLUE	SMALL/ MEDIUM
0239827	SOCKS,COTTON A/LENGTH NAVY BLUE	LARGE/ X-LARGE
0239828	SOCKS,COTTON A/LENGTH NAVY BLUE	X2 LARGE X3 -LARGE
0239829	SOCKS,C/LENGTH NAVY BLUE	SMALL MEDIUM
0239830	SOCKS,C/LENGTH NAVY BLUE	LARGE X-LARGE
0239831	SOCKS,C/LENGTH NAVY BLUE	X2 LARGE X3 -LARGE

**1. HAND AND ARM PROTECTION-GLOVES**

<b>Electrical Gloves 1000V Class Zero (IEC60903)</b>					
Material No.	Item Description	Size	UNIT	PRICE	
0244598	RUBBER GLOVE ELECTRICAL	6	EA	R	
0244599	RUBBER GLOVE ELECTRICAL	7	EA	R	
0244600	RUBBER GLOVE ELECTRICAL	8	EA	R	
0244601	RUBBER GLOVE ELECTRICAL	9	EA	R	
0244602	RUBBER GLOVE ELECTRICAL	10	EA	R	
0244603	RUBBER GLOVE ELECTRICAL	11	EA	R	
0244604	RUBBER GLOVE ELECTRICAL	12	EA	R	
	GLOVE ELECTRICAL LEATHER PROTECTOR	6	EA	R	
	GLOVE ELECTRICAL LEATHER PROTECTOR	7	EA	R	
	GLOVE ELECTRICAL LEATHER PROTECTOR	8	EA	R	
	GLOVE ELECTRICAL LEATHER PROTECTOR	9	EA	R	
	GLOVE ELECTRICAL LEATHER PROTECTOR	10	EA	R	

		GLOVE ELECTRICAL LEATHER PROTECTOR	11	EA	R
		GLOVE ELECTRICAL LEATHER PROTECTOR	12	EA	R
		THIN COTTON INNER GLOVES	6	EA	R
		THIN COTTON INNER GLOVES	7	EA	R
		THIN COTTON INNER GLOVES	8	EA	R
		THIN COTTON INNER GLOVES	9	EA	R
		THIN COTTON INNER GLOVES	10	EA	R
		THIN COTTON INNER GLOVES	11	EA	R
		THIN COTTON INNER GLOVES	12	EA	R
<b><u>Chemical Gloves EN388/EN374</u></b>					
	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0565280	CHEMICAL PROTECTIVE GLOVE:TYPE:ACID RESISTANT ;MATERIAL BUTYL PLUS R0.3; COLOUR :BLACK	7	EA	R
	0565281	CHEMICAL PROTECTIVE GLOVE:TYPE:ACID RESISTANT ;MATERIAL BUTYL PLUS R0.3; COLOUR :BLACK	8	EA	R
	0565282	CHEMICAL PROTECTIVE GLOVE:TYPE:ACID RESISTANT ;MATERIAL BUTYL PLUS R0.3; COLOUR :BLACK	9	EA	R
<b><u>General Purpose Gloves</u></b>					
	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0565283	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	6	EA	R
	0565284	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	7	EA	R
	0565285	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	8	EA	R
	0565286	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	9	EA	R
	0565287	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	10	EA	R
	0565288	GENERAL PURPOSE ULTRA-LIGHTWEIGHT ,MICRO -FOAM NITRILE COATED	11	EA	R

**General Purpose Cut Resistance Gloves (Maintenance)**

Material No.	Item Description	Size	UNIT	PRICE
0555011	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	6	EA	R
0555016	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	7	EA	R
0555014	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	8	EA	R
0555019	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	9	EA	R
0555020	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	10	EA	R
0565290	LIGHTWEIGHT,CUT-RESISTANT,MICRO-FOAM NITRILE COATED GLOVE,EN388 LEVEL 3 CUT RESISTANCE	11	EA	R

**2. HEARING PROTECTION**

Material No.	Item Description	UNIT	PRICE
0041050	PROTECTOR,HEARING EARPLUG 92-102 DB (re-usable)	EA	R
0147538	PROTECTOR,HEARING EARPLUG 96-106 DB (soft)	EA	R
0041063	PROTECTOR,HEARING SEMI - AURAL HEADBAND 23DB	EA	R
0041168	PROTECTOR,HEARING EARMUFF CUSHION	EA	R

**3. RESPIRATORS**

Material No.	Item Description	Size	UNIT	PRICE
0566739	DUST MASK FFP2 WITHOUT VALVE	ONE SIZE FITS ALL	EA	R
	DUST MASK FFP2 WITH VALVE	ONE SIZE FITS ALL	EA	R
0566740	DUSK MASK FFP3 WITH VALVE	ONE SIZE FITS	EA	R

		FULL FACE MUSK REUSABLE AIR/PURIFYING RESPIRATOR	ONE SIZE FITS ALL	EA	R
	0566742	CANISTER FILTER GAS & COMBINATION FILTER	ONE SIZE FITS ALL	EA	R
	0566746	CANISTER FILTER ORGANIC GASES & VAPOUR	ONE SIZE FITS ALL	EA	R
<b>COLD WEATHER PROTECTION</b>					
	<b>Material No.</b>	<b>Item Description</b>	<b>UNIT</b>	<b>PRICE</b>	
		FREEZER JACKET – NON - CONDUCTIVE	EA	R	
		FREEZER SUITS	EA	R	
		COTTON THERMAL UNDERWEAR	EA	R	
		WOOLLEN GLOVES	EA	R	
		WOOLLEN SOCKS	EA	R	
		BALACLAVAS	EA	R	
		GUMBOOTS INSERTS	EA	R	
		BODY PROTECTION - BATTERY ACID/ALKALI PROTECTION	EA	R	

<b>CATEGORY B</b>				
<b>1. ONE PIECE OVERALL</b>				
<b>NO</b>	<b>SAP NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
	<b>Material No.</b>	<b>Item Description</b>		
	0642828	OVERALL:ACID RESIST ;112 ;POLY COTTON	EA	R
	0642829	OVERALL:ACID RESIST ;117 ;POLY COTTON	EA	R
	0642830	OVERALL:ACID RESIST ;122 ;POLY COTTON	EA	R
	0642831	OVERALL:ACID RESIST ;127 ;POLY COTTON	EA	R
	0642832	OVERALL:ACID RESIST ;132 ;POLY COTTON	EA	R
	0642833	OVERALL:ACID RESIST ;137 ;POLY COTTON	EA	R
	0642834	OVERALL:ACID RESIST ;142 ;POLY COTTON	EA	R
	0642835	OVERALL:ACID RESIST ;147 ;POLY COTTON	EA	R
	0642836	OVERALL:ACID RESIST ;152 ;POLY COTTON	EA	R
	0642837	OVERALL:ACID RESIST ;157 ;POLY COTTON	EA	R
	566588	COVERALL:ARTISAN BOILER SUIT;102 CM	EA	R
	566591	COVERALL:ARTISAN BOILER SUIT;107 CM	EA	R
	566598	COVERALL:ARTISAN BOILER SUIT;112 CM	EA	R
	566589	COVERALL:ARTISAN BOILER SUIT;117 CM	EA	R
	566599	COVERALL:ARTISAN BOILER SUIT;122 CM	EA	R
	566593	COVERALL:ARTISAN BOILER SUIT;127 CM	EA	R
	566592	COVERALL:ARTISAN BOILER SUIT;132 CM	EA	R
	566590	COVERALL:ARTISAN BOILER SUIT;137 CM	EA	R
	566595	COVERALL:ARTISAN BOILER SUIT;142 CM	EA	R
	566597	COVERALL:ARTISAN BOILER SUIT;147 CM	EA	R
	566594	COVERALL:ARTISAN BOILER SUIT;152 CM	EA	R
	566596	COVERALL:ARTISAN BOILER SUIT;157 CM	EA	R
	222529	COVERALL:ARTISAN BOILER SUIT;77 CM	EA	R
	222530	COVERALL:ARTISAN BOILER SUIT;82 CM	EA	R
	222531	COVERALL:ARTISAN BOILER SUIT;87 CM	EA	R
	222533	COVERALL:ARTISAN BOILER SUIT;92 CM	EA	R
	222534	COVERALL:ARTISAN BOILER SUIT;97 CM	EA	R

2. TWO PIECE OVERALL				
NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE
	Material No.	Item Description		
	0643005	JACKET,OVERALL:ACID RESIST ;112	EA	R
	0643006	JACKET,OVERALL:ACID RESIST ;117	EA	R
	0643007	JACKET,OVERALL:ACID RESIST ;122	EA	R
	0643008	JACKET,OVERALL:ACID RESIST ;127	EA	R
	0643009	JACKET,OVERALL:ACID RESIST ;132	EA	R
	0643010	JACKET,OVERALL:ACID RESIST ;137	EA	R
	0643011	JACKET,OVERALL:ACID RESIST ;142	EA	R
	0643008	JACKET,OVERALL:ACID RESIST ;127	EA	R
	0643009	JACKET,OVERALL:ACID RESIST ;132	EA	R
	0643010	JACKET,OVERALL:ACID RESIST ;137	EA	R
	0643011	JACKET,OVERALL:ACID RESIST ;142	EA	R
	0643012	JACKET,OVERALL:ACID RESIST ;147	EA	R

3. THERMAL JACKET				
NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE
	0222553	JACKET,UTILITY:THERMAL;S; 34; 87	EA	R
	0222554	JACKET,UTILITY:THERMAL;M; 38; 97	EA	R
	0222555	JACKET,UTILITY:THERMAL;L;42; 107	EA	R
	0222556	JACKET,UTILITY:THERMAL;XL; 46; 117	EA	R
	0222558	JACKET,UTILITY:THERMAL;XXL; 48; 122	EA	R
	0222559	JACKET,UTILITY:THERMAL;XXXL	EA	R
	0187793	JACKET,UTILITY:THERMAL;4XL	EA	R
	0186009	JACKET,UTILITY:THERMAL;5XL	EA	R
	0160941	APRON:CHEMICAL;WD 700MM X LG 1.1M	EA	R
	0185205	APRON,WELDER:FULL LENGTH	EA	R
	0172065	BAG,DUFFEL:NAVY BLUE ;PVC CANVAS	EA	R
	566494	JACKET,UTILITY:OPERATING;102 CM	EA	R
	222537	JACKET,UTILITY:OPERATING;107 CM	EA	R
	566503	JACKET,UTILITY:OPERATING;112 CM	EA	R
	222538	JACKET,UTILITY:OPERATING;117 CM	EA	R
	222539	JACKET,UTILITY:OPERATING;122 CM	EA	R
	566511	JACKET,UTILITY:OPERATING;127 CM	EA	R
	222540	JACKET,UTILITY:OPERATING;132 CM	EA	R
	172193	JACKET,UTILITY:OPERATING;137 CM	EA	R
	566512	JACKET,UTILITY:OPERATING;142 CM	EA	R
	172192	JACKET,UTILITY:OPERATING;147 CM	EA	R
	179714	JACKET,UTILITY:OPERATING;157 CM	EA	R
	566481	JACKET,UTILITY:OPERATING;77 CM	EA	R
	566482	JACKET,UTILITY:OPERATING;82 CM	EA	R
	222535	JACKET,UTILITY:OPERATING;87 CM	EA	R
	566544	JACKET,UTILITY:OPERATING;92 CM	EA	R
	222536	JACKET,UTILITY:OPERATING;97 CM	EA	R

4. DUST COAST				
NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE
	0160926	COAT,DUST:GP;82 CM;COTTON	EA	R
	0160661	COAT,DUST:GP;87 CM;COTTON	EA	R
	0566444	COAT,DUST:GP;92 CM;COTTON	EA	R
	0160660	COAT,DUST:GP;97 CM;COTTON	EA	R
	0016885	COAT,DUST:GP;102 CM;COTTON	EA	R
	0160659	COAT,DUST:GP;107 CM;COTTON	EA	R
	0160658	COAT,DUST:GP;112 CM;COTTON	EA	R
	0160663	COAT,DUST:GP;117 CM;COTTON	EA	R
	0160664	COAT,DUST:GP;122 CM;COTTON	EA	R
	0160661	COAT,DUST:GP;87 CM;COTTON	EA	R
	0566444	COAT,DUST:GP;92 CM;COTTON	EA	R
	0160660	COAT,DUST:GP;97 CM;COTTON	EA	R
	0016885	COAT,DUST:GP;102 CM;COTTON	EA	R
	0160659	COAT,DUST:GP;107 CM;COTTON	EA	R
	0160658	COAT,DUST:GP;112 CM;COTTON	EA	R
	0160663	COAT,DUST:GP;117 CM;COTTON	EA	R
	0160664	COAT,DUST:GP;122 CM;COTTON	EA	R
	0566442	COAT,DUST:GP;127 CM;COTTON	EA	R

5. SHIRTS (MEN/WOMEN)				
NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE
	0222367	SHIRT:MEN LONG SLEEVE;36 CM;COTTON	EA	R
	0222370	SHIRT:MEN LONG SLEEVE;37 CM;COTTON	EA	R
	0222371	SHIRT:MEN LONG SLEEVE;38 CM;COTTON	EA	R
	0222372	SHIRT:MEN LONG SLEEVE;39 CM;COTTON	EA	R
	0222374	SHIRT:MEN LONG SLEEVE;40 CM;COTTON	EA	R
	0222375	SHIRT:MEN LONG SLEEVE;41 CM;COTTON	EA	R
	0222376	SHIRT:MEN LONG SLEEVE;42 CM;COTTON	EA	R
	0222377	SHIRT:MEN LONG SLEEVE;43 CM;COTTON	EA	R
	0222378	SHIRT:MEN LONG SLEEVE;44 CM;COTTON	EA	R
	0222379	SHIRT:MEN LONG SLEEVE;45 CM;COTTON	EA	R
	0222380	SHIRT:MEN LONG SLEEVE;46 CM;COTTON	EA	R
	0222381	SHIRT:MEN LONG SLEEVE;47 CM;COTTON	EA	R
	0222382	SHIRT:MEN LONG SLEEVE;48 CM;COTTON	EA	R
	0222383	SHIRT:MEN LONG SLEEVE;49 CM;COTTON	EA	R
	0222384	SHIRT:MEN SHORT SLEEVE;36 CM;COTTON	EA	R
	0222386	SHIRT:MEN SHORT SLEEVE;37 CM;COTTON	EA	R
	0222387	SHIRT:MEN SHORT SLEEVE;38 CM;COTTON	EA	R
	0222389	SHIRT:MEN SHORT SLEEVE;39 CM;COTTON	EA	R
	0222390	SHIRT:MEN SHORT SLEEVE;40 CM;COTTON	EA	R
	0222391	SHIRT:MEN SHORT SLEEVE;41 CM;COTTON	EA	R
	0222392	SHIRT:MEN SHORT SLEEVE;42 CM;COTTON	EA	R
	0222393	SHIRT:MEN SHORT SLEEVE;43 CM;COTTON	EA	R
	0222394	SHIRT:MEN SHORT SLEEVE;44 CM;COTTON	EA	R
	0222395	SHIRT:MEN SHORT SLEEVE;45 CM;COTTON	EA	R
	0222396	SHIRT:MEN SHORT SLEEVE;46 CM;COTTON	EA	R
	0222397	SHIRT:MEN SHORT SLEEVE;47 CM;COTTON	EA	R
	0222398	SHIRT:MEN SHORT SLEEVE;48 CM;COTTON	EA	R
	0222399	SHIRT:MEN SHORT SLEEVE;49 CM;COTTON	EA	R
	0222401	SHIRT,WOMAN:LONG;77 CM;SAND STONE	EA	R
	0222402	SHIRT,WOMAN:LONG;82 CM;SAND STONE	EA	R
	0222403	SHIRT,WOMAN:LONG;87 CM;SAND STONE	EA	R
	0222404	SHIRT,WOMAN:LONG;92 CM;SAND STONE	EA	R
	0565829	SHIRT,WOMAN:LONG;97 CM;SAND STONE	EA	R
	0222405	SHIRT,WOMAN:LONG;102 CM;SAND STONE	EA	R

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT'S (PPE) FOR A PERIOD OF 5 YEARS, ON 'AN AS AND WHEN REQUIRED' BASIS AT GAUTENG CLUSTER.

	0222406	SHIRT,WOMAN:LONG;107 STONE	CM;SAND	EA	R
	0222407	SHIRT,WOMAN:LONG;112 STONE	CM;SAND	EA	R
	0222408	SHIRT,WOMAN:LONG;117 STONE	CM;SAND	EA	R
	0222409	SHIRT,WOMAN:LONG;122 STONE	CM;SAND	EA	R
	0222410	SHIRT,WOMAN:LONG;127 STONE	CM;SAND	EA	R
	0222411	SHIRT,WOMAN:LONG;132 STONE	CM;SAND	EA	R
	0222412	SHIRT,WOMAN:LONG;137 STONE	CM;SAND	EA	R
	0222413	SHIRT,WOMAN:LONG;142 STONE	CM;SAND	EA	R
	0222414	SHIRT,WOMAN:LONG;147 STONE	CM;SAND	EA	R
	0222415	SHIRT,WOMAN:SHORT;77 STONE	CM;SAND	EA	R
	0222416	SHIRT,WOMAN:SHORT;82 STONE	CM;SAND	EA	R
	0222417	SHIRT,WOMAN:SHORT;87 STONE	CM;SAND	EA	R
	0222418	SHIRT,WOMAN:SHORT;92 STONE	CM;SAND	EA	R
	0565830	SHIRT,WOMAN:SHORT;97 STONE	CM;SAND	EA	R
	0222419	SHIRT,WOMAN:SHORT;102 STONE	CM;SAND	EA	R
	0222420	SHIRT,WOMAN:SHORT;107 STONE	CM;SAND	EA	R
	0222421	SHIRT,WOMAN:SHORT;112 STONE	CM;SAND	EA	R
	0222422	SHIRT,WOMAN:SHORT;117 STONE	CM;SAND	EA	R
	0222423	SHIRT,WOMAN:SHORT;122 STONE	CM;SAND	EA	R
	0222424	SHIRT,WOMAN:SHORT;127 STONE	CM;SAND	EA	R
	0222425	SHIRT,WOMAN:SHORT;132 STONE	CM;SAND	EA	R
	0222426	SHIRT,WOMAN:SHORT;137 STONE	CM;SAND	EA	R
	0222427	SHIRT,WOMAN:SHORT;142 STONE	CM;SAND	EA	R
	0222428	SHIRT,WOMAN:SHORT;147 STONE	CM;SAND	EA	R

6. TROUSERS						
NO	SAP NO	ITEM DESCRIPTION	UNIT	PRICE		
	222499	TROUSERS:LADIES LONG;26; 67;BLUE NAVY	EA	R		
	222500	TROUSERS:LADIES LONG;28; 72;BLUE NAVY	EA	R		
	222501	TROUSERS:LADIES LONG;30; 77;BLUE NAVY	EA	R		
	222502	TROUSERS:LADIES LONG;32; 82;BLUE NAVY	EA	R		
	222503	TROUSERS:LADIES LONG;34; 87;BLUE NAVY	EA	R		
	222504	TROUSERS:LADIES LONG;36; 92;BLUE NAVY	EA	R		
	222505	TROUSERS:LADIES LONG;38; 97;BLUE NAVY	EA	R		
	222506	TROUSERS:LADIES LONG;40; 102;BLUE NAVY	EA	R		
	222507	TROUSERS:LADIES LONG;42; 107;BLUE NAVY	EA	R		
	222508	TROUSERS:LADIES LONG;44; 112;BLUE NAVY	EA	R		
	222509	TROUSERS:LADIES LONG;46; 117;BLUE NAVY	EA	R		
	222510	TROUSERS:LADIES LONG;48; 122;BLUE NAVY	EA	R		
	222511	TROUSERS:LADIES LONG;50; 127;BLUE NAVY	EA	R		
	222512	TROUSERS:LADIES LONG;52; 132;BLUE NAVY	EA	R		
	222513	TROUSERS:LADIES LONG;54; 137;BLUE NAVY	EA	R		
	222472	TROUSERS:MEN LONG;102 CM;BLUE NAVY	EA	R		
	222473	TROUSERS:MEN LONG;107 CM;BLUE NAVY	EA	R		
	222474	TROUSERS:MEN LONG;112 CM;BLUE NAVY	EA	R		
	222476	TROUSERS:MEN LONG;117 CM;BLUE NAVY	EA	R		
	222477	TROUSERS:MEN LONG;122 CM;BLUE NAVY	EA	R		
	222478	TROUSERS:MEN LONG;127 CM;BLUE NAVY	EA	R		
	222479	TROUSERS:MEN LONG;132 CM;BLUE NAVY	EA	R		
	222480	TROUSERS:MEN LONG;137 CM;BLUE NAVY	EA	R		
	222481	TROUSERS:MEN LONG;142 CM;BLUE NAVY	EA	R		
	222482	TROUSERS:MEN LONG;147 CM;BLUE NAVY	EA	R		
	566736	TROUSERS:MEN LONG;152 CM;BLUE NAVY	EA	R		
	566737	TROUSERS:MEN LONG;157 CM;BLUE NAVY	EA	R		
	222467	TROUSERS:MEN LONG;77 CM;BLUE NAVY	EA	R		
	222468	TROUSERS:MEN LONG;82 CM;BLUE NAVY	EA	R		
	222469	TROUSERS:MEN LONG;87 CM;BLUE NAVY	EA	R		
	222470	TROUSERS:MEN LONG;92 CM;BLUE NAVY	EA	R		
	222471	TROUSERS:MEN LONG;97 CM;BLUE NAVY	EA	R		

<b>CATERGORY C</b>
<b>4. SAFETY BOOTS/SHOES AND GUMBOOTS</b>

Material No.	Item Description	Size	UNIT	PRICE
<b><u>Electrical Safety Boots Standard Sizes</u></b>				
0566568	BOOT,SAFETY DARK BROWN	3	EA	R
0222581	BOOT,SAFETY DARK BROWN	4	EA	R
0222582	BOOT,SAFETY DARK BROWN	5	EA	R
0222583	BOOT,SAFETY DARK BROWN	6	EA	R
0222584	BOOT,SAFETY DARK BROWN	7	EA	R
0222585	BOOT,SAFETY DARK BROWN	8	EA	R
0222586	BOOT,SAFETY DARK BROWN	9	EA	R
0222587	BOOT,SAFETY DARK BROWN	10	EA	R
0566564	BOOT,SAFETY DARK BROWN	11	EA	R
0566565	BOOT,SAFETY DARK BROWN	12	EA	R
0566569	BOOT,SAFETY DARK BROWN	13	EA	R

<b><u>Electrical Safety Boots Wide Sizes</u></b>					
	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0566563	BOOT,SAFETY DARK BROWN	3	EA	R
	0222572	BOOT,SAFETY DARK BROWN	4	EA	R
	0222573	BOOT,SAFETY DARK BROWN	5	EA	R
	0222574	BOOT,SAFETY DARK BROWN	6	EA	R
	0222575	BOOT,SAFETY DARK BROWN	7	EA	R
	0222576	BOOT,SAFETY DARK BROWN	8	EA	R
	0222577	BOOT,SAFETY DARK BROWN	9	EA	R
	0222578	BOOT,SAFETY DARK BROWN	10	EA	R
	0222579	BOOT,SAFETY DARK BROWN	11	EA	R
	0222580	BOOT,SAFETY DARK BROWN	12	EA	R
	0566566	BOOT,SAFETY DARK BROWN	13	EA	R
<b><u>Electrical Safety Shoe Standard Size</u></b>					
	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0566572	SHOE,SAFETY DARK BROWN	3	EA	R
	0235901	SHOE,SAFETY DARK BROWN	4	EA	R
	0235902	SHOE,SAFETY DARK BROWN	5	EA	R
	0235903	SHOE,SAFETY DARK BROWN	6	EA	R
	0235904	SHOE,SAFETY DARK BROWN	7	EA	R
					R

	0235905	SHOE, SAFETY DARK BROWN	8	EA	
	0235906	SHOE, SAFETY DARK BROWN	9	EA	R
	0235907	SHOE, SAFETY DARK BROWN	10	EA	R
	0566575	SHOE, SAFETY DARK BROWN	11	EA	R
	0566576	SHOE, SAFETY DARK BROWN	12	EA	R
	0566573	SHOE, SAFETY DARK BROWN	13	EA	R

**Electrical Safety Shoe Wide Size**

	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0566570	SHOE, SAFETY DARK BROWN	3	EA	R
	0235890	SHOE, SAFETY DARK BROWN	4	EA	R
	0235893	SHOE, SAFETY DARK BROWN	5	EA	R
	0235894	SHOE, SAFETY DARK BROWN	6	EA	R
	0235895	SHOE, SAFETY DARK BROWN	7	EA	R
	0235896	SHOE, SAFETY DARK BROWN	8	EA	R
	0235897	SHOE, SAFETY DARK BROWN	9	EA	R
	0235898	SHOE, SAFETY DARK BROWN	10	EA	R
	0235899	SHOE, SAFETY DARK BROWN	11	EA	R
	0235900	SHOE, SAFETY DARK BROWN	12	EA	R
	0566571	SHOE, SAFETY DARK BROWN	13	EA	R

**Gumboots**

	<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	0566206	GUMBOOT, KNEE HEIGHT, BLACK	3	EA	R
	0566207	GUMBOOT, KNEE HEIGHT, BLACK	4	EA	R
	0566208	GUMBOOT, KNEE HEIGHT, BLACK	5	EA	R
	0161108	GUMBOOT, KNEE HEIGHT, BLACK	6	EA	R

	0117014	GUMBOOT,KNEE HEIGHT,BLACK	7	EA	R
	0117015	GUMBOOT,KNEE HEIGHT,BLACK	8	EA	R
	0117016	GUMBOOT,KNEE HEIGHT,BLACK	9	EA	R
	0117017	GUMBOOT,KNEE HEIGHT,BLACK	10	EA	R
	0117018	GUMBOOT,KNEE HEIGHT,BLACK	11	EA	R
	0161000	GUMBOOT,KNEE HEIGHT,BLACK	12	EA	R
	0161114	GUMBOOT,KNEE HEIGHT,BLACK	13	EA	R

**SHOE PROTECTION (BOOT SPATS)**

<b>Material No.</b>	<b>Item Description</b>	<b>Size</b>	<b>UNIT</b>	<b>PRICE</b>
	LEATHER COWHIDE SHOE PROTECTION	3	EA	R
	LEATHER COWHIDE SHOE PROTECTION	4	EA	R
	LEATHER COWHIDE SHOE PROTECTION	5	EA	R
	LEATHER COWHIDE SHOE PROTECTION	6	EA	R
	LEATHER COWHIDE SHOE PROTECTION	7	EA	R
	LEATHER COWHIDE SHOE PROTECTION	8	EA	R
	LEATHER COWHIDE SHOE PROTECTION	9	EA	R
	LEATHER COWHIDE SHOE PROTECTION	10	EA	R
	LEATHER COWHIDE SHOE PROTECTION	11	EA	R
	LEATHER COWHIDE SHOE PROTECTION	12	EA	R
	LEATHER COWHIDE SHOE PROTECTION	13	EA	R

## PART 3: SCOPE OF WORK

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

## C3.1: PURCHASER'S GOODS INFORMATION

### Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Reference, → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained. Alternatively just update the table below when the drafting of the Goods Information is complete by clicking on 'References' then 'Update Table' then 'Update entire table'

Part 3: Scope of Work	45
C3.1: <i>Purchaser's</i> Goods Information	54
1	Overview and purpose of the <i>goods</i> and <i>services</i> 55
2	Specification and description of the <i>goods</i> 55
2.1	<i>Purchaser's</i> design ..... 55
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design ..... 55
2.3	Other requirements of the <i>Supplier's</i> design ..... 55
2.4	Use of <i>Supplier's</i> design ..... 55
2.5	Manufacture & fabrication ..... 56
2.6	Factory acceptance testing (FAT) ..... 56
2.7	Other tests and inspections and commissioning in place of use ..... 56
2.8	Operating manuals and maintenance schedules ..... 56
3	Supply Requirements 56
4	Specification of the <i>services</i> to be provided 56
5	Constraints on how the <i>Supplier</i> Provides the Goods 57
5.1	Programming constraints ..... 57
5.2	Work to be done by the Delivery Date ..... 57
5.3	Marking the <i>goods</i> ..... 57
5.4	Constraints at the delivery place and place of use ..... 57
5.5	Cooperating with Others ..... 57
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i> ..... 57
5.7	Management meetings ..... 58
5.8	Documentation control ..... 58
5.9	Health and safety risk management ..... 58
5.10	Environmental constraints and management ..... 59
5.11	Quality ..... 59
5.12	Invoicing and payment ..... 59
5.13	Insurance provided by the <i>Purchaser</i> ..... 59
5.14	Contract change management ..... 59
5.15	Provision of bonds and guarantees ..... 60
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> ..... 60
6	Procurement 60
6.1	Subcontracting ..... 60
6.1.1	Preferred subcontractors 60
6.1.2	Limitations on subcontracting 60
6.1.3	Spares and consumables 60
6.1.4	Other requirements related to procurement 60
6.1.5	Cataloguing requirements 60
7	List of drawings 61
7.1	Drawings issued by the <i>Purchaser</i> ..... 61
C3.2	<i>Supplier's</i> Goods Information 61

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

Provide an overview as an aide to the tendering supplier summarising the nature and purpose of the *goods* and the associated *services* (if any), together with some details about the supply requirements.

## Specification and description of the *goods*

The content of this section is the meat of the scope of work and will depend on the nature of the *goods* required. For example, the *goods* may already be available from the *Supplier* and just need minor alterations to meet the *Purchaser's* requirements, or they may be unique and designed specifically for this contract. Accordingly, there may be a need to:

- § Provide full technical specifications of the *goods* or the *Purchaser* may, as an alternative, provide a user requirement specification (URS) for the *goods* from which the *Supplier* then designs the *goods* to achieve the required performance.
- § Provide drawings and information about the environment where the *goods* are to be put to use.
- § Provide specifications of the component parts (plant and materials) used in the *goods* which may include minimum material standards and workmanship.

The specifications may be included here or provided as Annexure and just listed here.

## *Purchaser's* design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

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

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

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

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

## Use of *Supplier's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

## Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, if there are any specific requirements they could be stated here.

## Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. State whether the tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination. Note, *Supplier* may not restrict *Supply Manager's* right to witness tests per clause 25.2

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

Describe any other tests and inspections that may be required, specifically in the place of use. If the *Supplier* is to commission the *goods* in the place of use after Delivery, describe the process here. If he is only required to witness and report on the commissioning done by others, this would be included as a service in section 4 below.

## Operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

## Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

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

## Specification of the services to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery commissioning and monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

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

### Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

### Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

### 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*

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

State any constraints on how the *Supplier* is to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work. Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here.

### Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Supplier's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* contractor's on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

**Management meetings**

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

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 compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</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.

**Documentation control**

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from SC who issues what to whom.

**Health and safety risk management**

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

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

## Environmental constraints and management

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

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure \_\_\_\_\_]

## Quality

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

## 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)

## Insurance provided by the *Purchaser*

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

## Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

## 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.

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

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

## Procurement

### Subcontracting

#### Preferred subcontractors

SC does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or sub-suppliers the *Supplier* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards for the *goods*.

#### 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.

#### Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Purchaser* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

#### Other requirements related to procurement

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

#### 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).

## List of drawings

### Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

## 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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