NEC3 Supply Contract (SC3)

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

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

for **The provision of medicine, pharmaceutical consumables & oxygen supply and delivery Contract for a period of 5 years on “an as when required” basis**

Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	**[●]**
Part C2	**Pricing Data**	**[●]**
Part C3	**Scope of Work**	**[●]**

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

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The provision of medicine, pharmaceutical consumables & oxygen supply and delivery Contract for a period of 5 years on “an as when required” basis

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	**Rate based contract**
	Value Added Tax @ 15% is	**Rate based contract**
	The offered total of the amount due inclusive of VAT is[1]	**Rate based contract**
	Rates Only Total of which is the Total Value of Purchase Orders Issued	

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

[1] This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s) .....

Name(s) .....

Capacity .....

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

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X13: Performance bond
		Z: *Additional conditions of contract*
	of the NEC3 Supply Contract (April 2013) [2]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The *Purchaser* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[●]**
	Fax No.	**[●]**
10.1	The *Supply Manager* is (name):	**[●]**
	Address	**[●]**
	Tel	**[●]**
	Fax	**[●]**
	e-mail	**[●]**
11.2(13)	The *goods* are	**Medicine and pharmaceutical consumables**
11.2(13)	The *services* are	**The provision of medicine, pharmaceutical consumables & oxygen supply and delivery Contract for a period of 5 years on "an as when required" basis.**
11.2(14)	The following matters will be included in the Risk Register	• **Scope –** Service provider not familiar with the scope

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

		• **Suppliers –** Inconsistent with required stock supply • **Quality-** Items supplied not according to Eskom requirements • **Time –** Late deliveries • **Safety-** non-compliance by suppliers
11.2(15)	The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
11.2(15)	The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**3 Days**
2	**The *Supplier's* main responsibilities**	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** / **As and when required** / **Maximum turnaround time should be (72) hours**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**[no data required]**
31.1	The *Supplier* is to submit a first programme for acceptance within	**Within 1 week of Purchase Order/s being Issued**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**4 weeks from the contract start date together with SD&L obligation**
4	**Testing and defects**	
42	The *defects date* is	**104 weeks after Delivery.**
43.2	The *defect correction period* is	**1 week**
42.2	The *defects access period* is	**3 days**
5	**Payment**	
50.1	The *assessment interval* is	**7 days upon receipt of pro-forma invoice and signed delivery note issued upon delivery of the goods**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are	**30 Days upon submission of a tax compliant**

	made is	**invoice to Eskom Finance Shared Services inclusive of a goods receipt number**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.**
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
7	**Title**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**None**
88.1	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**R0.0 (zero Rand)**
88.2	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event** **and** **(2) for all other existing *Purchaser's* property the applicable deductible as at contract date**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**Total value of purchase orders issued**
88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total value of purchase orders issued**
88.5	The *end of liability date* is	**3 years after Delivery of the whole of the *goods* and *service*s.**
9	**Termination and dispute resolution**	
94.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of**

		Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
94.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**
94.4(2)	The *tribunal* is:	**Arbitration**
94.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
94.4(5)	The place where arbitration is to be held is	**Midrand South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is: **One month before tender closing date.**

The proportions used to calculate the Price Adjustment Factor for Consumables are:

Proportion	linked to index for	Index prepared by
0.85	**Table D3**	**SEIFSA**
0.15	**non-adjustable**	
1.00		

The proportions used to calculate the Price Adjustment Factor for Medicine are:

Proportion	linked to index for	Index prepared by
0.85	**Table E – Medicine and Health Products**	**Stats SA**
0.15	**Non-adjustable**	
1.00		

	The proportions used to calculate the Price Adjustment Factor for Transport are: Prices fixed and firm for the first 12 months of the contract thereafter CPA will apply.	**Proportion** **0.85** **0.15** **1.00**	**linked to index for** **Table L2- Road Freight Costs** **Non-adjustable**	**Index prepared by** **SEIFSA**
X2	**Changes in the law**			
X2.1	A change in the law of	**[●] is a compensation event if it occurs after the Contract Date**		
X7	**Delay damages**			
X7.1	Delay damages for Delivery are	**Delivery of**	**amount per day**	
		Medicine and pharmaceutical consumables	**0,5% per week capped to 5% of outstanding order value not delivered**	
X13	**Performance bond**			
X13.1	The amount of the performance bond is	**To be determined by Eskom Finance Department**		
Z	**The *additional conditions of contract* are**	**Z1 to Z15 always apply for Eskom**		

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser.*

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having

been given to the *Supplier* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 25.4

Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser*'s procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier*'s entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser*'s liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

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

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

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

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

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

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier*'s obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier*'s risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimu of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document

General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Purchaser*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Supplier*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser*'s expense, and

conducted in line with South African legislation.

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Medicine supplied must have a shelf life of about (2) two years minimum. Supply Generics where appropriate to save on costs as these are equally effective	
2. The requirements for transport are	Cold chain must be maintained for vaccines during transportation to ensure efficacy and risk aversion.	
3. The delivery place is	Gauteng Cluster Medical Centres EAL, ERIC, TSG, PRINCESS, RIGGI, Pretoria Clinic and Bedfordview	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Purchaser
	Arrange access to delivery place	Purchaser
	Loading the *goods*	Supplier
	Unloading the *goods*	Supplier
For international procurement	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
5. Information to be provided by the *Supplier*	Supply and delivery of Medicine, pharmaceutical consumables & Oxygen contract for Eskom Gauteng cluster clinics for a period of 5 years.	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	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 *goods* are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)[3] and the relevant parts of its Guidance Notes (SC3-GN)[4] in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field ***once*** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the *Supplier's* design is in:	
11.2(11)	The tendered total of the Prices is	**R** **(in words)**
11.2(12)	The *price schedule* is in:	
11.2(14)	The following matters will be included in the Risk Register	
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** **[●]** / **[●]** **2** **[●]** / **[●]** **3** **[●]** / **[●]**
31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

[3] Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.
[4] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	**4**

C2.1 Pricing assumptions

1. How *goods* and *service*s are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

3.1. Format of the *price schedule*

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

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

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

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *service*s 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*

	LIST A : Medication			
Item no	**DESCRIPTION**	**Unit**	**Rate**	**Price**
1	Adrenaline Amps 10s	Ea		
2	Valium 10mg injection	Ea		
3	Water For Injection 10ml – each	Ea		
4	Waxsol ear drops	Ea		
5	Oral Glucose Gel 15mg	Ea		
6	Trochaine Lozenges bottle 1000	Ea		
7	Famucaps/Fluend container 1000	Ea		
8	NITROLINGUAL SPRAY/ Glyceril trinitrate Spray	Ea		
9	Allergex Tabs 4mg (10's) (non-drowsy)	Ea		
10	Aspirin Tabs 150mg Tablets/Box. (30's)	Ea		
11	Allergex Ointment Cream 20g	Ea		
12	Atropine 0.5mg Amps 10's	Ea		
13	Betadine Ointment 25mg	Ea		
14	Ibrufen 200mg tabs 20's	Ea		
15	Clopamon Injections 10mg 10's	Ea		
16	Dextrose 50% 20ml Vial	Ea		
17	Dextrose 5% Litre	Ea		
18	Duolin Respules Adult 60's	Ea		
19	Hepatitis A Vaccination 0.5ml Single Dose	Ea		
20	Hepatitis B Vaccination 0.5ml Single Dose	Ea		
21	Hyospamol Injections 10mg/Ml	Ea		
22	Hyoscine Hydrobromide (Buscopan) 10mg Pills (10's)	Ea		
23	Spersallerg Eye Drops 10mls	Ea		
24	Gastron 2mg (6 In a Box)	Ea		
25	Metoclopramide Tablet 10mg 20's	Ea		
26	Cyclizine 50mg 10's/ Valoid	Ea		
27	N/Saline 200ml	Ea		
28	N/Saline 1000ml	Ea		
29	Paracetamol Tablets(1000/Bottle	Ea		
30	Promethazine injection 10's	Ea		
31	Ringers Lactate 1000ml	Ea		
32	Salbutamol Inhaler 200doses	Ea		
33	Hydrocortisone -Solucortef 100mg /2ml Injection	Ea		
34	Tetanus Toxoid Vaccine 0.5ml	Ea		
35	Methyl Salicylate 25mg Tub	Ea		

36	Diclofenac 75mg Injection 10's	Ea		
	List B: Consumables			
	DESCRIPTION	**Unit**	**Rate**	**Price**
1	Glucose Strips 50's/Bottle	Ea		
2	Adhesive Plaster Non-Allergic 25mm X 3m	Ea		
3	Fabric Adhesive Dressing Strips 2.2cmx6.3cm 100/Box	Ea		
4	Fabric Adhesive Dressing Strips H-Plasters 2.2cmx6.3cm 20/Box	Ea		
5	Always Ultra-Pads 20's/Pack	Ea		
6	Bandages - Conform - 50mm X 3m x 12	Ea		
7	Bandages - Conform - 75mm X 3m x12	Ea		
8	Bandages - Conform - 100mm X 3m x 12	Ea		
9	Bandages - Conform - 150mm X 3m x 12	Ea		
10	Biocide Sachets 30g 50's	Ea		
11	Burn shield 10x10	Ea		
12	Burn shield 20x20	Ea		
13	Burn shield Blanket	Ea		
14	Burn shield Hydrogel 125g	Ea		
15	Cetrimide Solution 100ml	Ea		
16	Urine Multistix Strips 100's Meditest	Ea		
17	Collar & Cuff sling	Ea		
18	Neck collar (S) (Neck Splint)	Ea		
19	Neck collar (M,) (Neck Splint)	Ea		
20	Neck collar (L,) (Neck Splint)	Ea		
21	Neck collar (XL,) (Neck Splint)	Ea		
22	Cotton wool Balls (500g)	Ea		
23	Coverplast 2.2cmx6.3cm 50's/Box	Ea		
24	Drip Sets 15drop/Ml(Adults)	Ea		
25	Elastoplast 25mm/roll	Ea		
26	Elastoplast 50mm/roll	Ea		
27	Elastoplast 75mm /roll	Ea		
28	Elastoplast 100mm /roll	Ea		
29	Eye Pads 12s	Ea		
30	Ear Buds 100/Bottle	Ea		
31	First Aid Dressing - Sos 5	Ea		
32	First Aid Dressing - Sos 3	Ea		
33	Gauze 50x50mm (100)	Ea		
34	Gauze 75x75mm (100)	Ea		
25	Gauze 100x100mm (100)	Ea		
36	Gauze Pack Sterile 75 X 75mm (Pack of 5)	Ea		
37	Glucometer Machine	Ea		
38	Gloves Large - P/Free Latex Non-Sterile 100s	Ea		
39	Gloves X-Large - P/Free Latex Non-Sterile100s	Ea		

40	Gloves Latex P/free Medium 100s	Ea		
41	Gloves LatexP/free Small 100s	Ea		
42	Jelco 18g Box	Ea		
43	Jelco 20g Box	Ea		
44	Facial Tissues 200/Box	Ea		
45	LINNEN SAVERS 200's	Ea		
46	Safety Pro Lancets X 200/Box	Ea		
47	Nebuliser Masks	Ea		
48	Needles Green = 21G X 38mm box	Ea		
49	Needles Black = 22G X 32mm box	Ea		
50	Opsite 10cm X 12cm	Ea		
51	O2 Masks	Ea		
52	O2 Nasal Cannula	Ea		
53	Plastic Pill Pockets X 1000	Ea		
54	Safety Pins 12/Pack	Ea		
55	Savlon 2L	Ea		
56	Sphygmomanometer Digital	Ea		
57	Surgical Scissors	Ea		
58	Steritech Disinfecting Wipes 100/Bottle	Ea		
59	Stethoscopes	Ea		
60	Stich Cutter	Ea		
61	SYRINGES - 2mls (100/Box)	Ea		
62	SYRINGES - 5mls (100/Box)	Ea		
63	SYRINGES - 10mls (100/Box)	Ea		
64	Syringes - 20 Mls (Box of 50)	Ea		
65	Syringes - 50ml Each	Ea		
66	Thermometer Digital Non Touch	Ea		
67	Tongue Depressors 100/Box	Ea		
68	Triangular Bandages	Ea		
69	Tweezer Each	Ea		
70	Webcol Swaps (100)	Ea		
71	Welch Allen Globe 03000	Ea		
72	Welch Allen Globe 03100	Ea		
73	Welch Allen Globe 04900	Ea		
74	Wound Dressing Trays- Small	Ea		
75	Batteries (C2) pack of 2	Ea		
76	N95 Mask 20s	Ea		
77	Surgical Mask 50's	Ea		
78	Disposable Over Boot 100's	Ea		
79	Disposable Overall 25's	Ea		
80	Disposable Cap 100's	Ea		
81	Plastic Gown (100'S)	Ea		
82	Face Shield	Ea		
83	Hand Sanitizers 5l's	Ea		
84	Spyg Cuff+Bag (X-Large, Large)	Ea		
85	Urine Specimen Jar 200ml	Ea		

86	Batteries Duracell AAA pack of 12	Ea		
87	Batteries Duracell CR 2032 pack of 2	Ea		
88	Batteries Duracell AA flat pin	Ea		
89	Batteries Duracell ZN Carbon 1.5 VD Large-Pack of 2	Ea		
90	REGULATOR PRESS:MEDICAL OXYGEN;0-2000	Ea		
91	VALVE:PIN INDEX;1.5 X CGA 870;15 MPA;BRS	Ea		
92	MAINT CYL GAS:OXYGEN;2 KG;AS REQUIRED	Ea		
93	MAINT CYL GAS:OXYGEN;4 KG;AS REQUIRED	Ea		
94	REFIL CYL:ALUMINUM D;424 L;OXYGEN	Ea		
	Part C Transport			
	DESCRIPTION	**Unit**	**Rate**	**Price**
1	LDV	KM		

Notes:

- Prices above exclude VAT.
- Prices will be fixed and firm for the first 12 months and escalation will be applicable thereafter.
- Eskom is not committing to the Quantities stipulated on the table above, the contract is on an as an when required basis.

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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1 Overview and purpose of the *goods* and *service*s

Health and Wellness Services needs medicine and consumables to meet the requirements of both Occupational health, Office-based Primary and Emergency health care services. Office-based Primary Health Care is the first level of contact for initial treatment of minor ailments like headaches, it is a function that brings Health Care as close as possible to where people work, thus assists in minimising absenteeism and for initial minimises any complications that may occur to our employees. Occupational health service is also required to keep Emergency medicine and oxygen for the management of medical emergencies.

Emergencies often encountered in workshops and office settings include cardiovascular incidents and, at the extreme, cardiac arrest; conditions such as respiratory ailments (predominantly asthma), other office emergencies include allergic reactions and anaphylaxis, diabetic distress; traumatic injuries and poisonings or toxic ingestions or exposures.5 years Medicine supply contract is therefore required for Gauteng Cluster Medical Centres EAL, ERIC, TSG, PRINCESS, RIGGI, Pretoria Clinic and Bedfordview Clinic (7 clinics) to ensure that the medicine supply is controlled from one contract. This is for easy budgetary monitoring.

The supply and delivery of medicine as follows:

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

The following goods will be purchased:

	LIST A : Medication			
Item no	**DESCRIPTION**	**Unit**	**Rate**	**Price**
1	Adrenaline Amps 10s	Ea		
2	Valium 10mg injection	Ea		
3	Water For Injection 10ml – each	Ea		
4	Waxsol ear drops	Ea		
5	Oral Glucose Gel 15mg	Ea		
6	Trochaine Lozenges bottle 1000	Ea		
7	Famucaps/Fluend container 1000	Ea		
8	NITROLINGUAL SPRAY/ Glyceril trinitrate Spray	Ea		
9	Allergex Tabs 4mg (10’s) (non-drowsy)	Ea		
10	Aspirin Tabs 150mg Tablets/Box. (30’s)	Ea		
11	Allergex Ointment Cream 20g	Ea		
12	Atropine 0.5mg Amps 10's	Ea		
13	Betadine Ointment 25mg	Ea		
14	Ibrufen 200mg tabs 20's	Ea		
15	Clopamon Injections 10mg 10's	Ea		
16	Dextrose 50% 20ml Vial	Ea		
17	Dextrose 5% Litre	Ea		
18	Duolin Respules Adult 60's	Ea		

19	Hepatitis A Vaccination 0.5ml Single Dose	Ea		
20	Hepatitis B Vaccination 0.5ml Single Dose	Ea		
21	Hyospamol Injections 10mg/Ml	Ea		
22	Hyoscine Hydrobromide (Buscopan) 10mg Pills (10's)	Ea		
23	Spersallerg Eye Drops 10mls	Ea		
24	Gastron 2mg (6 In a Box)	Ea		
25	Metoclopramide Tablet 10mg 20's	Ea		
26	Cyclizine 50mg 10's/ Valoid	Ea		
27	N/Saline 200ml	Ea		
28	N/Saline 1000ml	Ea		
29	Paracetamol Tablets(1000/Bottle	Ea		
30	Promethazine injection 10's	Ea		
31	Ringers Lactate 1000ml	Ea		
32	Salbutamol Inhaler 200doses	Ea		
33	Hydrocortisone -Solucortef 100mg /2ml Injection	Ea		
34	Tetanus Toxoid Vaccine 0.5ml	Ea		
35	Methyl Salicylate 25mg Tub	Ea		
36	Diclofenac 75mg Injection 10's	Ea		
	List B: Consumables			
	DESCRIPTION	**Unit**	**Rate**	**Price**
1	Glucose Strips 50's/Bottle	Ea		
2	Adhesive Plaster Non-Allergic 25mm X 3m	Ea		
3	Fabric Adhesive Dressing Strips 2.2cmx6.3cm 100/Box	Ea		
4	Fabric Adhesive Dressing Strips H-Plasters 2.2cmx6.3cm 20/Box	Ea		
5	Always Ultra-Pads 20's/Pack	Ea		
6	Bandages - Conform - 50mm X 3m x 12	Ea		
7	Bandages - Conform - 75mm X 3m x12	Ea		
8	Bandages - Conform - 100mm X 3m x 12	Ea		
9	Bandages - Conform - 150mm X 3m x 12	Ea		
10	Biocide Sachets 30g 50's	Ea		
11	Burn shield 10x10	Ea		
12	Burn shield 20x20	Ea		
13	Burn shield Blanket	Ea		
14	Burn shield Hydrogel 125g	Ea		
15	Cetrimide Solution 100ml	Ea		
16	Urine Multistix Strips 100's Meditest	Ea		
17	Collar & Cuff sling	Ea		
18	Neck collar (S) (Neck Splint)	Ea		
19	Neck collar (M,) (Neck Splint)	Ea		
20	Neck collar (L,) (Neck Splint)	Ea		
21	Neck collar (XL,) (Neck Splint)	Ea		
22	Cotton wool Balls (500g)	Ea		

23	Coverplast 2.2cmx6.3cm 50's/Box	Ea		
24	Drip Sets 15drop/Ml(Adults)	Ea		
25	Elastoplast 25mm/roll	Ea		
26	Elastoplast 50mm/roll	Ea		
27	Elastoplast 75mm /roll	Ea		
28	Elastoplast 100mm /roll	Ea		
29	Eye Pads 12s	Ea		
30	Ear Buds 100/Bottle	Ea		
31	First Aid Dressing - Sos 5	Ea		
32	First Aid Dressing - Sos 3	Ea		
33	Gauze 50x50mm (100)	Ea		
34	Gauze 75x75mm (100)	Ea		
25	Gauze 100x100mm (100)	Ea		
36	Gauze Pack Sterile 75 X 75mm (Pack of 5)	Ea		
37	Glucometer Machine	Ea		
38	Gloves Large - P/Free Latex Non-Sterile 100s	Ea		
39	Gloves X-Large - P/Free Latex Non-Sterile100s	Ea		
40	Gloves Latex P/free Medium 100s	Ea		
41	Gloves LatexP/free Small 100s	Ea		
42	Jelco 18g Box	Ea		
43	Jelco 20g Box	Ea		
44	Facial Tissues 200/Box	Ea		
45	LINNEN SAVERS 200's	Ea		
46	Safety Pro Lancets X 200/Box	Ea		
47	Nebuliser Masks	Ea		
48	Needles Green = 21G X 38mm box	Ea		
49	Needles Black = 22G X 32mm box	Ea		
50	Opsite 10cm X 12cm	Ea		
51	O2 Masks	Ea		
52	O2 Nasal Cannula	Ea		
53	Plastic Pill Pockets X 1000	Ea		
54	Safety Pins 12/Pack	Ea		
55	Savlon 2L	Ea		
56	Sphygmomanometer Digital	Ea		
57	Surgical Scissors	Ea		
58	Steritech Disinfecting Wipes 100/Bottle	Ea		
59	Stethoscopes	Ea		
60	Stich Cutter	Ea		
61	SYRINGES - 2mls (100/Box)	Ea		
62	SYRINGES - 5mls (100/Box)	Ea		
63	SYRINGES - 10mls (100/Box)	Ea		
64	Syringes - 20 Mls (Box of 50)	Ea		
65	Syringes - 50ml Each	Ea		
66	Thermometer Digital Non Touch	Ea		
67	Tongue Depressors 100/Box	Ea		
68	Triangular Bandages	Ea		

69	Tweezer Each	Ea		
70	Webcol Swaps (100)	Ea		
71	Welch Allen Globe 03000	Ea		
72	Welch Allen Globe 03100	Ea		
73	Welch Allen Globe 04900	Ea		
74	Wound Dressing Trays- Small	Ea		
75	Batteries (C2) pack of 2	Ea		
76	N95 Mask 20s	Ea		
77	Surgical Mask 50's	Ea		
78	Disposable Over Boot 100's	Ea		
79	Disposable Overall 25's	Ea		
80	Disposable Cap 100's	Ea		
81	Plastic Gown (100'S)	Ea		
82	Face Shield	Ea		
83	Hand Sanitizers 5l's	Ea		
84	Spyg Cuff+Bag (X-Large, Large)	Ea		
85	Urine Specimen Jar 200ml	Ea		
86	Batteries Duracell AAA pack of 12	Ea		
87	Batteries Duracell CR 2032 pack of 2	Ea		
88	Batteries Duracell AA flat pin	Ea		
89	Batteries Duracell ZN Carbon 1.5 VD Large- Pack of 2	Ea		
90	REGULATOR PRESS:MEDICAL OXYGEN;0-2000	Ea		
91	VALVE:PIN INDEX;1.5 X CGA 870;15 MPA;BRS	Ea		
92	MAINT CYL GAS:OXYGEN;2 KG;AS REQUIRED	Ea		
93	MAINT CYL GAS:OXYGEN;4 KG;AS REQUIRED	Ea		
94	REFIL CYL:ALUMINUM D;424 L;OXYGEN	Ea		
	Part C Transport			
	DESCRIPTION	**Unit**	**Rate**	**Price**
1	LDV	KM		

2 Specification and description of the *goods*

2.1 *Purchaser*'s design

Not Applicable

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

Not Applicable

2.3 Other requirements of the *Supplier*'s design

Not Applicable

2.4 Use of *Supplier*'s design

Not Applicable

2.5 Manufacture & fabrication

Not Applicable

2.6 Factory acceptance testing (FAT)

Not Applicable.

2.7 Other tests and inspections and commissioning in place of use

Not Applicable.

2.8 Operating manuals and maintenance schedules

To be provided by the supplier and agreed with the Supply manager prior to conclusion of the purchase order.

3 Supply Requirements

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

4 Specification of the *service*s to be provided

The Supplier shall ensure that all activities related to the maintenance, inspection, testing, handling, storage, transport, and refilling of oxygen cylinders (including but not limited to 2 kg, 4 kg, and aluminium “D” size cylinders) comply in all respects with applicable South African legislation and standards.
Without limitation, the Supplier shall comply with the following:

- SANS 10019 for the inspection, testing, maintenance, and periodic requalification of gas cylinders
- SANS 10087 for the safe handling, storage, and distribution of gas cylinders
- SANS 10263-0 for storage requirements of oxygen cylinders
- SANS 10228 for classification, labeling, and transportation of oxygen
- Occupational Health and Safety Act 85 of 1993, including the Pressure Equipment Regulations (PER), for the lawful operation, inspection, and refilling of pressure equipment
- Applicable cylinder design and manufacturing standards, including SANS 7866 and SANS 11120, where relevant

Where oxygen is supplied for medical use, the Supplier shall ensure compliance with the requirements of the South African Health Products Regulatory Authority, including certification of medical gas quality and licensing of filling facilities.

The Supplier shall ensure that:

- All cylinders are within valid inspection and test dates
- All inspection and testing is carried out by an Approved Inspection Authority (AIA) where required
- Refilling is undertaken only by authorised and competent facilities
- Records of inspection, testing, and refilling are maintained and made available to the Employer upon request

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

The Supplier is to indicate all detailed activities for the manufacture, supply and delivery of the goods per purchase order to be issued for acceptance by the Supply Manager prior to the finalisation of the purchase order.

5.2 Work to be done by the Delivery Date

To be discussed with the Supply Manager prior to the conclusion of the Purchase order.

5.3 Marking the *goods*

General specifications for marking of goods to be discussed with the Supply Manager prior to the conclusion of the Purchase order.

5.4 Constraints at the delivery place and place of use

The Supplier will have to allow sufficient time provision for the delivery of the products to the Regional Distribution Centre due to limits at the place of delivery to accommodate multiple simultaneous deliveries.

5.5 Cooperating with Others

The Supplier's delivery personnel will have to comply to all security and safety requirements prior to the entry at the pace of delivery.

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

Not Applicable

5.7 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	As required	TBC	All relevant Stakeholders
Overall contract progress and feedback	As required	TBC	All relevant Stakeholders

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

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

5.8 Documentation control

The contract document and tenders shall be stored by procurement Department. Contractual communication will be in a form of properly compiled letters or forms in a chronological order, attached to emails.

5.9 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements as per South African Legislation and any Eskom requirements. Refer to document 240-73418055 published in the tender.

5.10 Environmental constraints and management

The *Supplier* to comply with applicable legislations, (i.e. National Environmental Management Act No. 107 of 1998 including all applicable regulations) - Eskom SHEQS policy, procedures, specifications and guidelines, and adhere to Environmental Requirements for Contractors and/or Suppliers in Eskom Distribution

5.11 Quality

The *Supplier* to comply to ISO 9001:2015 legal and statutory requirements (applicable to this contract): Continuous monitoring and verification.

5.12 Invoicing and payment

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

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

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

- Name and address of the *Supplier* and the *Supply Manager;*
- The contract number and title;
- *Supplier*'s VAT registration number;
- The *Purchaser*'s VAT registration number.
- Description of *goods* and *service*s 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)

General Information	**X**
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on an attached sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e., not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	**X**
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Notes:

All supporting documentation needs to be provided with each claim which includes but not limited to; trip sheets approved by *Service Manager* & invoices for materials purchased as requested by *Services Manager* (delivery notes to accompany the claim for a specific site).

5.13 Insurance provided by the *Purchaser*

Refer to the ESKOM ACAR documents attached. Refer to Annexure B.

5.14 Contract change management

All instructions pertaining to this contract must be provided in writing and Eskom governance process must be taken into consideration.

5.15 Provision of bonds and guarantees

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

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

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

All records of defined costs are to be filed, and access granted to the Supplier Manager at any time upon request.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not Applicable

6.1.2 Limitations on subcontracting

Refer to the SDL&I Undertaking document published in the tender.

6.1.3 Spares and consumables

Not Applicable

6.1.4 Other requirements related to procurement: SDL&I

Refer to the SDL&I Undertaking document published in the tender. This section will be finalised upon contract award based on the agreement reached.

6.1.5 Cataloguing requirements by the *Supplier*

Not Applicable

7 List of drawings

7.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, 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.

Annexure B

To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer : ESCAP SOC Ltd

Insured : Eskom Holdings SOC Ltd

Additional Insureds : Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest
All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the “Contracts”) between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the “Contractor” provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured)
(hereinafter called the “Contractor”).

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the
Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the
Additional Insured between the Named Insured and
Contractor and/or Subcontractor to provide the

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Tel +27 11 800 6804 Fax +27 11 800 4737 www.eskom.co.za
Escap SOC Ltd Reg No 1993/003340/30

Insurance coverage found in this policy (hereinafter called the “Insurance Cover”) for such parties

Policy name : Annual Construction All Risks

Period of insurance : 01 April 2025 – 31 March 2026

Policy limit : **Section I - Contract Works:**
Actual contract works project value of up to **R 1 billion and 60 months at inception**, thereafter unlimited in value and project time up to completion.

Section II - Contract Works Public Liability:
R25 million, any occurrence or series of occurrences arising out of one event

Policy coverage : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

Policy deductibles : As per table below

Deductible	**Division / Coverage**
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors' Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

Escap SOC Ltd Reg No 1993/003340/30

Note:
Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Should you have any queries, please contact the Insurer at MmutleM@eskom.co.za

Yours sincerely

_____
Moreti Tumelo Mphahlele
Escap SOC Ltd – Underwriting
Date: 01 April 2025