



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 Medicine and Pharmaceutical Consumables, to Eskom Distribution Medical Centre in Gemma Cluster(Northern Cape- Kimberley) for period of 03 (three) years on “as and 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 <i>Purchaser</i>	[.]
C1.2b Contract Data provided by the <i>Supplier</i>	[.]
[to be inserted from Returnable Documents at award stage]	

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 Medicine and Pharmaceutical Consumables, to Eskom Distribution Medical Centre in Gemma Cluster (Northern Cape - Kimberly) for period of 03 (three) years on "as and when" required basis.

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	Rate based
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	Rate based
	(in words) [•]	

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Senior Manager	
Capacity		

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Senior Health & Wellness Manager
Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is (name): Eskom	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.	011 800 3000
10.1	The <i>Supply Manager</i> is (name):	Christina Mabifi Moleko
	Address	Eskom Simmerpan, Refinery Road, Germiston
	Tel	+27 11 800 5439
	e-mail	molekocm@eskom.co.za
11.2(13)	The <i>goods</i> are	The supply and delivery of Medicine and Pharmaceutical Consumables
11.2(13)	The <i>services</i> are	Supply and delivery of Medicine and Pharmaceutical Consumables, to Eskom Distribution Medical Centre in Gemma Cluster (Northern Cape – Kimberley) for period of 03 (three) years on “as and when” required basis
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Scope: Items discontinued during the duration of the contract • People: Strikes • Suppliers: Insufficient resources • Time: Current contract expiry date and late deliveries

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

- Quality: Items not exactly according to Eskom requirements/descriptions

11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[01] one week
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i> <i>delivery date</i> 1. As and when required
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	01 (one) week of the Contract date
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	02 (two) weeks
4	Testing and defects	
42	The <i>defects date</i> is	01 (one) week after delivery
43.2	The <i>defect correction period</i> is	03 (three) days
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	04 (four) weeks
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove)

for amounts due in Rands

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Medicine reaching expiry shelf life. 2. Poor cold chain management 3. Late delivery time
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<p>See notes about Purchaser provided insurance in Annexure B to this Contract Data</p> <p>1. Insurance against Loss of or damage to the <i>goods</i>, plant and materials.</p> <p>Cover / indemnity is Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</p> <p>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</p> <p>The deductibles are See notes in data for clause 88.2 below and Annexure B</p>

84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	<p>Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>How ever if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for exposure to Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; • R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
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	<p>(1) for the <i>Purchaser's</i> existing and surrounding properties in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A"/"Format B" / "Format Dx" (the applicable format and delete the others and this note), insurance policy available on</p> <p><u>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_April_2014_To_31_March_2015.aspx</u></p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for

		<p>Generation Division property;</p> <ul style="list-style-type: none"> • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R1 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property <p>See notes in Annexure B</p>
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:	As per rates tendered.
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	As per rates tendered.
88.5	The <i>end of liability date</i> is	[5] Years after Delivery of the whole of the <i>goods</i> and <i>services</i> .
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
10	Data for Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	<ul style="list-style-type: none"> • SEPA (Single Exit Price Adjustment) for Medicines • CPI for Consumables

X2	Changes in the law		
X2.1	A change in the law of	Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of Medicine and Pharmaceutical Consumables	Amount per day Depending to demand
Z	The <i>additional conditions of contract</i> are Z1 to Z12 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 25.4

- Z7.1 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.

- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

- Z9.1 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".

Z10 Purchaser's limitation of liability

- Z10.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z12.1 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.

Annexure B: Insurance provided by the *Purchaser*

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

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

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

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

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

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

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

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million 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 [for amounts and periods of insurance the *Supplier* deems fit and necessary].

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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 <i>Supplier</i> is (Name): Address Tel No. Fax No.							
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:							
11.2(11)	The tendered total of the Prices is	Rate based contract.						
11.2(12)	The <i>price schedule</i> is in:							
11.2(14)	The following matters will be included in the Risk Register	Medicine reaching expiry shelf date. Poor cold chain management. Late delivery time.						
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A						
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th colspan="2"><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td>On an “as and when” required basis[•]</td><td>[•]</td></tr></table>	<i>goods and services</i>		<i>delivery date</i>	1	On an “as and when” required basis[•]	[•]
<i>goods and services</i>		<i>delivery date</i>						
1	On an “as and when” required basis[•]	[•]						
31.1	The programme identified in the Contract Data is contained in:							
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	N/A. Rates based contract.						

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	
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

C2.1 Pricing assumptions

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

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

Format of the *price schedule*

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

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

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

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

C2.2 the Price Schedule

PLEASE NOTE:

The prices will be fixed and firm for the first twelve-month period, the applicable index for price increases for years 2 and 3 will be

- SEPA (Single Exist Price Adjustment) for Medicines
- CPI for Consumables

PART 3: SCOPE OF WORK

C3.1: *PURCHASER'S* GOODS INFORMATION

1. 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.

2. Specification and description of the *goods*

Supply and delivery of Medicine and Pharmaceutical Consumables, to Eskom Distribution Medical Centre in Gemma Cluster (Northern Cape - Kimberley) for a period of 3 (three) years.

Material	Short Text	Description	Quantity	Unit price	Total Price Excl. VAT
0147513	GAUZE:STERILE SWABS;SQ 75 MM	GAUZE: TYPE: STERILE SWABS; SIZE: SQ 75 MM	60		
0540491	DRESSING:FIRST AID;WD 150 X LG 200 MM	DRESSING: TYPE: FIRST AID; SIZE: WD 150 X LG 200 MM; MATERIAL: CELLULOSE/COTTON; SUPPL P/N: SOS 5	60		
0666443	SENSTVTY STRP DIAGNSTC:MED; URINE	SENSITIVITY STRIP, DIAGNOSTIC: USAGE DESIGN: MED; URINE; COMPOSITION: BLOOD, UROBILINOGEN, BILIRUBIN, PROTEIN, NITRITE, KETONES, GLUCOSE, PH, SPECIFIC GRAVITY, LEUKOCYTES; REPETITION: COLOUR SCALE; CONTAINER TYPE: STERILE SEALED CONTAINER WITH 100 STRIPS; SPECIFICATION: SINGLE USE; STANDARD: COM9/10311017; NO VITAMIN C INTERFERENCE	60		
0666672	GLCSEMTR:BLOOD GLUCOSE MONITOR;LARGE	GLUCOMETER: TYPE: BLOOD GLUCOSE MONITOR; DISPLAY TYPE: 1, 7, 14, 28 DAY; DISPLAY SIZE: LARGE; SIZE: 3.75 IN; ACCESSORY COMPONENTS: BATTERY, TEST STRIPS; SPECIAL FEATURES: ACCURATE RESULTS, 192 TEST MEMORY WITH DATE AND TIME; MANUAL MUST BE INCLUDED	18		
0666673	WIPE:DISINFECTING;20 X 14 CM	WIPE: TYPE: DISINFECTING; DIMENSIONS: 20 X 14 CM; MATERIAL: NON-WOVEN; PRE-IMPREGNATED; MODEL NO: STERITECH	40		
0666684	MASK OXYGEN:BASIC; STERILE;ADULT	MASK, OXYGEN: DESIGN TYPE: BASIC; STERILE; SIZE: ADULT; FACEPIECE MATERIAL: CLEAR PLASTIC; OXYGEN SYSTEM TYPE: MEDICAL 24-40%; TUBING TO BE INCLUDED	36		
0666768	SENSTVTY STRP DIAGNSTC:CHOLESTROL TEST	SENSITIVITY STRIP, DIAGNOSTIC: USAGE DESIGN: CHOLESTROL TEST; COMPOSITION: CHOLESTROL HEALTH; REPETITION: SINGLE USE; CONTAINER TYPE: BOTTLE; PLASTIC; 100 STRIPS; MANUF P/N: SN193A1002A5D	20		

0675123	GLOVE DPSBL:SMALL;N ATURAL RUBBER LATEX	GLOVE, DISPOSABLE: GARMENT SIZE: SMALL; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON- STERILE, TYPE 1 (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS, SANS 11193-1, BOX OF 100 GLOVES, 42132203-00019	18		
0675124	GLOVE DPSBL:MEDIUM; NATURAL RUBBER LATEX	GLOVE, DISPOSABLE: GARMENT SIZE: MEDIUM; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON- STERILE, TYPE 1, (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS, SANS 11193-1, BOX OF 100 GLOVES, 42132203-00020	18		
0675125	GLOVE DPSBL:LARGE;L G 105 MM;THK 4-8 MM	GLOVE, DISPOSABLE: GARMENT SIZE: LARGE; LENGTH: 105 MM; MATERIAL: NATURAL RUBBER LATEX; THICKNESS: 4-8 MM; GARMENT CLOSING METHOD: NONE; COLOR: WHITE; CUFF TYPE: EXTENDED; SURGICAL AND NOT EXAMINATION, NON-STERILE, TYPE 1, (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS. SANS 11193-1, BOX OF 100 GLOVES, 42132203-00021	18		
0675126	GLOVE DPSBL:X- LARGE;NONE	GLOVE, DISPOSABLE: GARMENT SIZE: X-LARGE; MATERIAL: NATURAL RUBBER LATEX; GARMENT CLOSING METHOD: NONE; EXAMINATION, NON- STERILE, TYPE 1, (GLOVES MADE PRIMARILY FROM NATURAL RUBBER LATEX), SINGLE USE, POWDER FREE, AMBIDEXTROUS. SANS 11193-1, BOX OF 100 GLOVES, 42132203-00022	18		
0694444	MEDICINE:ACCU- CHECK ACTIVE;STRIPS;B OX;50	MEDICINE: TYPE: ACCU-CHECK ACTIVE; FORM: STRIPS; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 50	20		
0695041	RESSCTR:AIR;WD 106 X LG 130 X THK 48 MM	RESUSCITATOR: TYPE: AIR; DIMENSIONS: WD 106 X LG 130 X THK 48 MM; MATERIAL: SILICONE; POWER SUPPLY: MANUAL OPERATED PRESSURE	9		
0697252	BANDAGE:TRIAN GULAR;WD 101.6 CM;CLOTH	BANDAGE: TYPE: TRIANGULAR; WIDTH: 101.6 CM; LENGTH: 101.6 CM; MATERIAL: CLOTH; COLOR: WHITE	30		
0697258	PLASTER, MEDICAL:ELASTO PLAST;75 MM	PLASTER, MEDICAL: TYPE: ELASTOPLAST; SIZE: 75 MM	60		
0697261	STRIP:ACCUTREN D;WD 6 MM;THK 0.1 MM	STRIP: TYPE: ACCUTREND; WIDTH: 6 MM; THICKNESS: 0.1 MM; MATERIAL: PLASTIC; APPLICATION: GLUCOSE TEST; 50 IN BOTTLE	30		
0697284	GAUZE:COMPRES S;WD 100 X LG 100 MM	GAUZE: TYPE: COMPRESS; SIZE: WD 100 X LG 100 MM; 100 IN PACKET	30		

0698478	BANDAGE:CONFOR M;WD 50 MM;LG 3 M	BANDAGE: TYPE: CONFORM; WIDTH: 50 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	80		
0698479	BANDAGE:CONFOR M;WD 75 MM;LG 3 M	BANDAGE: TYPE: CONFORM; WIDTH: 75 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	80		
0698480	BANDAGE:CONFOR M;WD 100 MM;LG 3 M	BANDAGE: TYPE: CONFORM; WIDTH: 100 MM; LENGTH: 3 M; MATERIAL: POLYESTER; QTY=12	80		
0698481	BANDAGE:CONFOR M;WD 150 MM;LG 3 M	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.7 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.3 X LG 0.85 IN; WELCH ALLYN	120		
0698482	BATT DCELL:ALKALINE; 1.5 V;FLAT;2C	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: DIA 35 X LG 890 MM; CONNECTION: FLAT; TYPE: 2C	90		
0698485	BLANKET:BURNS HIELD;WD 110 MM;LG 500 MM	BLANKET: TYPE: BURNSHIELD; WIDTH: 110 MM; LENGTH: 500 MM; COLOR: WHITE; MATERIAL: WOOL 100 PCT	4		
0698486	CNNLA:NASAL;PV C;LG 2 M;CLEAR/GREEN; 5 L	CANNULA: TYPE: NASAL; MATERIAL: PVC; LENGTH: 2 M; COLOR: CLEAR/GREEN; FLOW RATE: 5 L; APPLICATION: MEDICAL OXYGEN	36		
0698487	CAP DPSBL:SURGICA L;ONE SIZE FITS ALL	CAP, DISPOSABLE: TYPE: SURGICAL; SIZE: ONE SIZE FITS ALL; QTY=50; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	30		
0698489	CLLR MED:STOCKINETT E;COTTON/PE FOAM	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: MEDIUM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	40		
0698490	CLLR MED:STOCKINETT E;COTTON/PE FOAM	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: LARGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	40		
0698491	CLLR MED:STOCKINETT E;COTTON/PE FOAM	COLLAR, MEDICAL: TYPE: STOCKINETTE; MATERIAL: COTTON/PE FOAM; FASTENING METHOD: VELCRO; DIMENSIONS: X-LARGE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	40		
0698494	COTTON PURFD:COTTON WOOL;WHITE;BAL L;1 G	COTTON, PURIFIED: MATERIAL: COTTON WOOL; COLOR: WHITE; USAGE FORM: BALL; SIZE: 1 G; PACKAGE WEIGHT: 500 G; NON STERILE	40		

0698495	COVERALL:DISPOSABLE;STANDARD	COVERALL: TYPE: DISPOSABLE; SIZE: STANDARD; MATERIAL: POLYPROPYLENE 100 PCT; STYLE: WHITE WITH ELASTIC WASTE FOR ADJUSTMENT; QTY=50	30		
0698496	DEPRESSOR TNG:STRAIGHT;WOOD;LG 152.4 MM	DEPRESSOR, TONGUE: DESIGN DESIGNATION: STRAIGHT; MATERIAL: WOOD; LENGTH: 152.4 MM; WIDTH: 17.5 MM; BOX=100; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	18		
0698499	DISINFECTANT:HIBISCURB;BOTTLE;500 ML	DISINFECTANT: TYPE: HIBISCURB; UNIT PACKAGE TYPE: BOTTLE; PACKAGE WEIGHT: 500 ML; CHLORHEXIDINE SOLUTION 4 PCT	60		
0698501	DISINFECTANT:H AND SANITIZER;BOTTLE;5 L	DISINFECTANT: TYPE: HAND SANITIZER; UNIT PACKAGE TYPE: BOTTLE; PACKAGE WEIGHT: 5 L; ALCOHOL 70 PCT	30		
0698502	DISPENSER:SPRAY TOP;PLASTIC;5 ML	DISPENSER: TYPE: SPRAY TOP; MATERIAL: PLASTIC; CAPACITY: 5 ML; LONG NOSE ELBOW PUMP TOP FOR HIBISCURB	60		
0698503	DRESSING:FIRST AID;WD 100 X LG 200 MM	DRESSING: TYPE: FIRST AID; SIZE: WD 100 X LG 200 MM; MATERIAL: CELLULOSE/COTTON; SOS 3	60		
0698504	DRESSING BURN:BURNSHIELD;SQ 100 MM	DRESSING, BURN: TYPE: BURNSHIELD; SIZE: SQ 100 MM; MATERIAL: FOAM/HYDROGEL; COLOR: WHITE; SHAPE: SQUARE; PACKAGE QUANTITY: 1 PC; PACKAGE TYPE: PACKET	70		
0698505	DRESSING BURN:BURNSHIELD;SQ 200 MM	DRESSING, BURN: TYPE: BURNSHIELD; SIZE: SQ 200 MM; MATERIAL: FOAM/HYDROGEL; COLOR: WHITE; SHAPE: SQUARE; PACKAGE QUANTITY: 1 PC; PACKAGE TYPE: PACKET	60		
0698506	DRESSING BURN:BURNSHIELD;FOAM/HYDROGEL	DRESSING, BURN: TYPE: BURNSHIELD; SIZE: WD 400 X LG 600 MM; MATERIAL: FOAM/HYDROGEL; COLOR: WHITE; SHAPE: RECTANGULAR; PACKAGE QUANTITY: 1 PC; PACKAGE TYPE: PACKET	40		
0698510	GAS OXYGEN:MEDICAL;100 PCT;O2;GAS;3 L	GAS, OXYGEN: TYPE: MEDICAL; CONCENTRATION: 100 PCT; MOLECULAR FORMULA: O2; PHYSICAL FORM: GAS; CONTAINER TYPE: CYLINDER; CONTAINER CAPACITY: 3 L	9		
0698516	GOWN, SURGICAL:OPEN BACK;DISPOSEABLE	GOWN, SURGICAL: GARMENT STYLE: OPEN BACK; USAGE DESIGN: DISPOSABLE; GARMENT SIZE: ONE SIZE FITS ALL; GARMENT LENGTH: 1090 MM; GARMENT SLEEVE LENGTH: LONG; GARMENT CLOSING METHOD: WAIST TIE; MATERIAL: PLASTIC; WITH ROUND NECK AND ELASTIC CUFF; SABS APPROVED	200		

0698517	JAR:URINE SPECIMIEN;200 ML;PLASTIC	JAR: TYPE: URINE SPECIMIEN; SIZE: 200 ML; MATERIAL: PLASTIC; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	60		
0698520	KIT:DRIP, 15 DROP/ML;INFUSION	KIT: TYPE: DRIP, 15 DROP/ML; APPLICATION: INFUSION; COMPRISING: NEEDLE, DRIP CHAMBER, TUBING LG 1900 MM; ADULT	30		
0698521	KIT:MEDICAL;WOUND DRESSING	KIT: TYPE: MEDICAL; APPLICATION: WOUND DRESSING; COMPRISING: COTTON BALLS, GAUZE, MEDIUM GLOVES, STERILE FIELD SHEET AND SMALL PLASTIC TRAY	30		
0698522	KIT:CUFF;SPHYGMOMANOMETER	KIT: TYPE: CUFF; APPLICATION: SPHYGMOMANOMETER; COMPRISING: CUFF L, CUFF XL AND BAG	20		
0698523	LAMP HID:HALOGEN;3.5 V;2.52 W;WHITE	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.52 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.19 IN; WELCH ALLYN	30		
0698524	LAMP HID:HALOGEN;3.5 V;2.7 W;WHITE	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.7 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.25 X LG 0.747 IN; WELCH ALLYN	30		
0698525	LAMP HID:HALOGEN;3.5 V;2.7 W;WHITE	LAMP, HIGH INTENSITY DISCHARGE: TYPE: HALOGEN; POTENTIAL: 3.5 V; POWER: 2.7 W; BASE: SINGLE ENDED; COLOR: WHITE; BULB: T1 1/2; DIMENSIONS: DIA 0.3 X LG 0.85 IN; WELCH ALLYN	30		
0698526	LANCET:SAFETY; 26/28 GA;BOX;200 PC	LANCET: TYPE: SAFETY; GAUGE: 26/28 GA; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 200 PC; MICROLET	9		
0698527	MASK RSPTR:NOSE AND MOUTH;NEBULIZER	MASK, RESPIRATOR: DESIGN FORM: NOSE AND MOUTH; USAGE DESIGN: NEBULIZER; SIZE: ADULT; MATERIAL: MEDICAL GRADE PVC; COLOR: CLEAR; AVERAGE PARTICLE SIZE AT FLOW OF 6L/MIN: 3.23 µM; MEDICAL GRADE PVC; ADJUSTABLE NOSE CLIP AND RUBBER FASTENER; 2 M TUBING WITH 6 ML CLEAR MEDICINE DISPENSER	20		
0698528	MASK, SURGICAL:MEDIUM	MASK, SURGICAL: MATERIAL: NONWOVEN POLYPROPYLENE FABRIC; SIZE: MEDIUM; ATTACHMENT METHOD: ELASTIC EAR LOBE STRINGS; 0.3 UM, SABS APPROVED; QTY=20	30		
0698529	MASK, SURGICAL:POLYPROPYLENE;BLUE; MEDIUM	MASK, SURGICAL: MATERIAL: POLYPROPYLENE; COLOR: BLUE; SIZE: MEDIUM; ATTACHMENT METHOD: ELASTIC EAR LOBE STRINGS; FEATURE: ADJUSTABLE NOSE CLIP; 3 PLY, 25 GSM IN DENSITY; QTY=20	20		

0698530	MEDICINE:ADRENALINE;LIQD;1 ML;AMPOULE;4	MEDICINE: TYPE: ADRENALINE; FORM: LIQUID; CONTAINER CAPACITY: 1 ML; PACKAGE TYPE: AMPOULE; PACKAGE QUANTITY: 10 PC; STRENGTH: 1 MG/ML; PEDIATRIC: ALL AGES; ADMINISTRATION: INTRAMUSCULAR; SCHEDULE: 4	12		
0698532	MEDICINE:ATROPINE;LIQUID;1 ML;AMPOULE	MEDICINE: TYPE: ATROPINE; FORM: LIQUID; CONTAINER CAPACITY: 1 ML; PACKAGE TYPE: AMPOULE; PACKAGE QUANTITY: 10 PC; STRENGTH: 0.5 MG; ADMINISTRATION: INTRAMUSCULAR/INTRAVENOUS	20		
0698533	MEDICINE:DEXTROSE;LIQD;20 ML;VIAL;1 PC;2	MEDICINE: TYPE: DEXTROSE; FORM: LIQUID; CONTAINER CAPACITY: 20 ML; PACKAGE TYPE: VIAL; PACKAGE QUANTITY: 1 PC; STRENGTH: 50 PCT; PEDIATRIC: ALL AGES; ADMINISTRATION: INTRAVENOUS; SCHEDULE: 2	12		
0698534	MEDICINE:DEXTROSE;LIQD;1 L;BOTTLE;1 PC;5	MEDICINE: TYPE: DEXTROSE; FORM: LIQUID; CONTAINER CAPACITY: 1 L; PACKAGE TYPE: BOTTLE; PACKAGE QUANTITY: 1 PC; STRENGTH: 5 PCT; PEDIATRIC: ALL AGES; ADMINISTRATION: INTRAVENOUS; SCHEDULE: 0	30		
0698536	MEDICINE:HEPATITIS B VACCINE;LIQD;0.5 ML	MEDICINE: TYPE: HEPATITIS B VACCINE; FORM: LIQUID; CONTAINER CAPACITY: 0.5 ML; PACKAGE TYPE: AMPOULE; PACKAGE QUANTITY: 1 PC; ADMINISTRATION: INTRAMUSCULAR; SCHEDULE: 3	18		
0698541	MEDICINE ANTBTBCT:SOLU-CORTEF;100 MG	MEDICINE, ANTIBIOTIC: TYPE: SOLU-CORTEF; FORM: POWDER/LIQUID; STRENGTH: 100 MG; ADMINISTRATION: INTRAMUSCULAR/INTRAVENOUS; PACKAGE TYPE: VIAL 2 ML; PACKAGE QUANTITY: 1 PC; PEDIATRIC: ALL AGES; SCHEDULE: 4	20		
0698552	MEDICINE, RESPIRATORY:SALBUTAMOL;LIQD; 2	MEDICINE, RESPIRATORY: TYPE: SALBUTAMOL; FORM: LIQUID; STRENGTH: 200 MCG; ADMINISTRATION: ORAL INHALATION; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 1 PC; PEDIATRIC: ALL AGES; SCHEDULE: 2; 200 DOSES	10		
0698553	NEEDLE, HYPODERMIC:RADIOPAQUE;45 MM;18	NEEDLE, HYPODERMIC: USAGE DESIGN: PERIPHERAL IV INFUSION; TIP TYPE: RADIOPAQUE; OVERALL LENGTH: 45 MM; CANNULA GAGE: 18 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: J-POINT; CANNULA WALL THICKNESS: 1.3 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 50 PC	30		

0698554	NEEDLE, HYPODERMIC:INT RAVENOUS;45 MM	NEEDLE, HYPODERMIC: USAGE DESIGN: INTRAVENOUS; TIP TYPE: RADIOPAQUE; OVERALL LENGTH: 45 MM; CANNULA GAGE: 20 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: J-POINT; CANNULA WALL THICKNESS: 1.1 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 50 PC	30		
0698555	NEEDLE, HYPODERMIC:ME DICAL INJECTION	NEEDLE, HYPODERMIC: USAGE DESIGN: MEDICAL INJECTION; TIP TYPE: STANDARD; OVERALL LENGTH: 38 MM; CANNULA GAGE: 21 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: REGULAR; CANNULA WALL THICKNESS: 0.152 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 100 PC; COLOR: GREEN; MICROLANCE HYPODERMIC	18		
0698556	NEEDLE, HYPODERMIC:ST ANDARD;32 MM;22 GA	NEEDLE, HYPODERMIC: USAGE DESIGN: INTRAMUSCULA INJECTION; TIP TYPE: STANDARD; OVERALL LENGTH: 32 MM; CANNULA GAGE: 22 GA; HUB TYPE: FEMALE SLIP LUER; CANNULA BEVEL DESIGNATION: REGULAR; CANNULA WALL THICKNESS: 0.152 MM; IMMEDIATE CONTAINER TYPE: BOX; IMMEDIATE CONTAINER QUANTITY: 100 PC; COLOR: BLACK; MICROLANCE HYPODERMIC	18		
0698560	OVRSHS DPSBL:BOOT;UN IVERSAL;LAMINA TES	OVERSHOES, DISPOSABLE: TYPE: BOOT; COMMERCIAL SIZE: UNIVERSAL; MATERIAL: LAMINATES; COLOR: GREEN/WHITE; STYLE: LONG PROFILE, EXTENDS TO CALVES; FASTENING METHOD: ANKLE TIES; SPECIAL FEATURES: CALF ELASTICS; SABS APPROVED; QTY=50	30		
0698561	PAD MED:OVAL EYE PADS;85 MM;12 PC	PAD, MEDICAL: USAGE DESIGN: OVAL EYE PADS; SIZE: 85 MM; MATERIAL: COTTON 100 PCT; UNIT PACKAGE QUANTITY: 12 PC	18		
0698563	PLASTER, MEDICAL:FABRIC; WD 22 X LG 63 MM	PLASTER, MEDICAL: TYPE: FABRIC; SIZE: WD 22 X LG 63 MM; SHAPE: RECTANGULAR; UNIT PACKAGE QUANTITY: 100 PC; FORM: DRESSING STRIP	30		
0698565	PLASTER, MEDICAL:COVER PLAST;RECTANG ULAR	PLASTER, MEDICAL: TYPE: COVERPLAST; SIZE: WD 22 X LG 63 MM; SHAPE: RECTANGULAR; UNIT PACKAGE QUANTITY: 50 PC; FORM: STRIPS	30		
0698566	PLASTER, MEDICAL:TAN FABRIC;1 PC;ROLL	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 25 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	40		
0698567	PLASTER, MEDICAL:TAN FABRIC;1 PC;ROLL	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 50 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	40		
0698568	PLASTER, MEDICAL:TAN FABRIC;1	PLASTER, MEDICAL: TYPE: TAN FABRIC; SIZE: WD 100 MM X LG3 M; UNIT PACKAGE QUANTITY: 1 PC; FORM: ROLL	60		

	PC;ROLL				
0698569	PLASTER, MEDICAL:POST- OPERATIVE	PLASTER, MEDICAL: TYPE: POST-OPERATIVE; SIZE: WD 100 X LG 120 MM; BRAND: OPSITE	90		
0698570	PRTCTR BEDNG:LINNEN SAVER;LG 600 MM	PROTECTOR, BEDDING: TYPE: LINNEN SAVER; LENGTH: 600 MM; WIDTH: 510 MM; COLOR: BLUE/WITE; CONTAINER TYPE: BOX; CONTAINER CAPACITY: 200 PC; SPECIAL FEATURES: 4 PLY, DISPOSEABLE	9		
0698571	SCISSORS:CURV ED;LG 140 MM;90 MM;NURSING	SCISSORS: BLADE STYLE: CURVED; LENGTH: 140 MM; CUT LENGTH: 90 MM; MATERIAL: STAINLESS STEEL; TYPE: NURSING; HANDLE TYPE: PLASTIC	36		
0698574	SOLUTION:NORM AL SALINE;0.9 PCT;200 ML	SOLUTION: TYPE: NORMAL SALINE; CONCENTRATION: 0.9 PCT; CONTAINER: 200 ML; TRADE NAME: SODIUM CHLORIDE; MOLECULAR FORMULA: CLNA; PHYSICAL FORM: LIQUID; GRADE: STERILE; VACULITER	30		
0698575	SOLUTION:NORM AL SALINE;0.9 PCT;1000 ML	SOLUTION: TYPE: NORMAL SALINE; CONCENTRATION: 0.9 PCT; CONTAINER: 1000 ML; TRADE NAME: SODIUM CHLORIDE; MOLECULAR FORMULA: CLNA; PHYSICAL FORM: LIQUID; GRADE: STERILE; VACULITER	30		
0698576	SOLUTION:RINGE RS LACTATE;28 MMOL/L;CLNA	SOLUTION: TYPE: RINGERS LACTATE; CONCENTRATION: 28 MMOL/L; CONTAINER: 1000 ML; TRADE NAME: RINGERS LACTATE; MOLECULAR FORMULA: CLNA; PHYSICAL FORM: LIQUID; VACULITER	20		
0698577	SPHYGMOMANO METER:PORTABL E;DIGITAL	SPHYGMOMANOMETER: TYPE: PORTABLE; DISPLAY: DIGITAL; PRESSURIZATION: 28 MM HG; CUFF SIZE: 250-450 MM; CUFF MATERIAL: FABRIC COVERED NEOPRENE BLADDER; ACCURACY: 3 MM HG; MEASUREMENT RANGE: 0-280 MM HG	12		
0698578	STETHOSCOPE:D UAL TUBE;700 MM;44 MM	STETHOSCOPE: TYPE: DUAL TUBE; SIZE DESIGNATION: 700 MM; PICKUP SIZE: 44 MM; DOUBLE SIDED	9		
0698579	SWAB MED:TOPICAL STERILIZATION;1 00 PC	SWAB, MEDICAL: USAGE DESIGN: TOPICAL STERILIZATION; SIZE: WD30 X LG 60 MM; MATERIAL: ISOPROPYL ALCOHOL; UNIT PACKAGE QUANTITY: 100 PC; UNIT PACKAGE TYPE: BOX; 2 PLY	30		
0698580	SYRINGE:2 ML	SYRINGE: CAPACITY: 2 ML; BOX=100	6		
0698581	SYRINGE:5 ML	SYRINGE: CAPACITY: 5 ML; BOX=100	6		
0698582	SYRINGE:10 ML	SYRINGE: CAPACITY: 10 ML; BOX=100	6		
0698583	SYRINGE:20 ML	SYRINGE: CAPACITY: 20 ML	180		
0698584	SYRINGE:50 ML	SYRINGE: CAPACITY: 50 ML	60		
0698585	TAPE SRGCL:HYPOALL ERGENIC;WD 24 MM	TAPE, SURGICAL: TYPE: HYPOALLERGENIC; WIDTH: 24 MM; LENGTH: 10 M; MATERIAL: MICROPORE	36		

0698586	TAPE SRGCL:HYPOALL ERGENIC;WD 48 MM	TAPE, SURGICAL: TYPE: HYPOALLERGENIC; WIDTH: 48 MM; LENGTH: 10 M; MATERIAL: MICROPORE	36		
0698587	TAPE SRGCL:HYPOALL ERGENIC;WD 100 MM	TAPE, SURGICAL: TYPE: HYPOALLERGENIC; WIDTH: 100 MM; LENGTH: 5 M; MATERIAL: MICROPORE	36		
0698588	THERMOMETER:D IGITAL;34-43 DEG C	THERMOMETER: TYPE: DIGITAL; RANGE: 34-43 DEG C; GRADUATIONS: 0.1 DEG C; NON TOUCH; DEVIATION RATE OF 0.2-0.3 DEG C	18		
0698589	TISSUE:FACIAL; TWO PLY;SQ 216 MM	TISSUE: TYPE: FACIAL; TWO PLY; DIMENSIONS: SQ 216 MM; CONTAINER: BOX, 200 PC	90		
0698647	LUBRICANT SPEC PURP:KY;JELLY;2 5 MG	MEDICINE: TYPE: AMINOPHYLLINE; FORM: INJECTION; PACKAGE TYPE: VIAL; STRENGTH: 250 MG	15		
0714447	CATHETER:MEDI CAL,PORTABLE SUCTION UNIT	CATHETER: TYPE: MEDICAL; DESIGN DESIGNATION: PORTABLE SUCTION UNIT; SIZE: ID 8 MM X LG 2 M; MATERIAL: SILICON	20		
0715482	MEDICINE:AMINO PHYLLINE,INJECT ION,VIAL	MEDICINE: TYPE: AMINOPHYLLINE; FORM: INJECTION; PACKAGE TYPE: VIAL; STRENGTH: 250 MG	20		
0718431	CATHETER:FOLE Y;URINARY	CATHETER: TYPE: FOLEY; DESIGN DESIGNATION: URINARY; SIZE: DIA 14 X 30ML INCH; MATERIAL: 100% SILICONE LATEX	15		
0718432	BAG:URINE DRAINAGE WITH SCREW VALVE;2 L	BAG: TYPE: URINE DRAINAGE WITH SCREW VALVE; DIMENSIONS: 2 L; MATERIAL: PLASTIC	10		
718930	CATHETER:FOLE Y;URINARY	CATHETER: TYPE: FOLEY; DESIGN DESIGNATION: URINARY; SIZE: DIA 16 X 30ML INCH; MATERIAL: 100% SILICONE LATEX	18		

2.1 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.

2.2 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

3. 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*.

4. 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

5. Constraints on how the *Supplier* Provides the Goods

5.1 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.

5.2 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.

5.3 Marking the goods

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

5.4 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.

5.5 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.

5.6 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*.

5.7 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.

5.8 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].

5.9 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 _____]

5.10 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.

5.11 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 following details shall be shown on or attached to each invoice to show how the amount due has been assessed:

Each invoice shall contain the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- Purchase order number;
- *Supplier's* VAT registration number;
- The Employer's VAT registration number 4740101508;
- Employer's name should be stated **Eskom Holdings SOC Limited**;
- 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)

Electronic submission of invoices via e-mail:

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into the workflow at a time.
- **Only one PDF file per e-mail. (one invoice or debit note or credit note)**
- Send all PDF straight from your system to an Eskom e-mail address invoiceseskomlocal@eskom.co.za.

Please ensure that you comply with the Tax requirement for submitting invoices electronically.

5.12 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.

5.13 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.

5.14 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.

6. Procurement

6.1 Subcontracting

6.1.1 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*.

6.1.2 Limitations on subcontracting

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

6.1.3 Spares and consumables

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

7. 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
NONE		