

## NEC3 Supply Contract (SC3)

Between **NTCSA SOC Ltd**  
(Reg No. 2021/539129/30)

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

for **Supply and Delivery of Office Stationery for System  
Operator (SO) on an as and when required basis for  
a period of three (3) years**

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**CONTRACT No.** \_\_\_\_\_

## PART C1: AGREEMENTS & CONTRACT DATA

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### C1.1 Form of Offer & Acceptance

#### Offer

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

#### **Supply and Delivery of Office Stationery for System Operator (SO) on an as and when required basis for a period of three (3) years**

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	<b>N/A – as and when required</b>
	Value Added Tax @ 15% is	<b>N/A – as and when required</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>N/A – as and when required</b>
	(in words) <b>N/A – as and when required</b>	

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

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

## 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**

**NTCSA 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)*

**NTCSA SOC Ltd, Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg,  
2199**

Name &  
signature  
of witness

Date

## C1.2 SC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		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)	
10.1	The <i>Purchaser</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), 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
10.1	The <i>Supply Manager</i> is (name):	Julia Zulu
	Address	Cnr Power and Lake Streets, Germiston, 1401
	Tel	To be provided at contract award
	Fax	N/A
	e-mail	To be provided at contract award
11.2(13)	The <i>goods</i> are	Office stationery
11.2(13)	The <i>services</i> are	Delivery services
11.2(14)	The following matters will be included in the Risk Register	[•]
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	One (1) calendar week
2	<b>The <i>Supplier's</i> main</b>	Data required by this section of the core

## responsibilities

clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>delivery date</i> of the goods and services is:	<p><b>As per each individual purchase order in accordance with the specified lead times.</b></p> <p><b>The contract will expire either at the end of the contract period or when the maximum cumulative task / purchase order value is reached, whichever comes first.</b></p>
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>12 weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
42.2	The <i>defects access period</i> is	<b>N/A – Supply and Delivery only</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>N/A – as and when required.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks from receipt of an acceptable invoice by Accounts Payable.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose</p>

		appointment it shall not be necessary to prove.
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	<b>Risks, liabilities, indemnities and insurance</b>	
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	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and  (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
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:	The total cumulative value of all purchase orders placed against the contract
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	The total cumulative value of all purchase orders placed against the contract
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the goods and services.
9	<b>Termination and dispute resolution</b>	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
94.4(2)	The <i>tribunal</i> is:	arbitration



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	Gauteng, 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 <i>base date</i> for indices is	One month prior to the closing date of the tender.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	Tenderer to populate this table	0.	[•]	[•]
	NTCSA requires a minimum 15%	0.	[•]	[•]
	non-adjustable portion	0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery lead time: _____		
		Delay Damages: 0.5% per day up to a maximum of 10% of the task / purchase order value.		
Z	The <i>additional conditions of contract</i> are		Z1 to Z15 always apply for NTCSA	

## **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 4710303126 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	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p>
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 <i>Supplier</i> ) caused by activity in connection with this contract	<p><b><u>Loss of or damage to property</u></b></p> <p><u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><b><u>Death of or bodily injury</u></b> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2**      **Replace core clause 87 with the following:**

**Insurance by  
the *Purchaser***

87

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is

conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

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

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

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

## Annexure A: Supply Requirements

*[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]*

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

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

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

Group	Category	Term	Delivery Place
D	arrival	DDP	Simmerpan Complex, Germiston

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery

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



<b>A5</b>	Transfer of risks	<b>B5</b>	Transfer of risks
<b>A6</b>	Division of costs	<b>B6</b>	Division of costs
<b>A7</b>	Notice to the buyer	<b>B7</b>	Notice to the seller
<b>A8</b>	Proof of delivery, transport document or equivalent electronic message	<b>B8</b>	Proof of delivery, transport document or equivalent electronic message
<b>A9</b>	Checking - packing - marking	<b>B9</b>	Inspection of goods
<b>A10</b>	Other obligations	<b>B10</b>	Other obligations

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

## C1.2 Contract Data

### Notes to a tendering supplier:

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

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(11)	The tendered total of the Prices is	<b>N/A – as and when required</b>
11.2(12)	The <i>price schedule</i> is in:	<b>C2: Pricing Data</b>
11.2(14)	The following matters will be included in the Risk Register	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

## PART 2: PRICING DATA

### NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	11

<sup>3</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

## C2.1 Pricing assumptions

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

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

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

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

### Function of the Price Schedule

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

### Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

### **Format of the *price schedule***

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

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

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

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

## C2.2 the *price schedule*

Material number	SAP Description	Detailed Description	Unit of Measure	Unit Price
0540834	MARKER FELT TIP:HIGHLIGHTERS WALLET	MARKER, FELT TIP: TYPE: HIGHLIGHTERS WALLET; COLOR: ASSORTED; PACK OF 6	EA (per pack of 6)	
0539042	BOOK EXRCS:2 QUIRE;A4;192;HARD;PAPER	BOOK, EXERCISE: TYPE: 2 QUIRE; COMMERCIAL SIZE: A4; PAGE QUANTITY: 192; COVER TYPE: HARD; COVER MATERIAL: PAPER; A4 HARDCOVER 2QUIRE BOOKS	EA	
0590885	FOLDER FILE:BANTEX;A4;PVC;DARK BLUE	FOLDER, FILE: TYPE: BANTEX; SIZE: A4; MATERIAL: PVC; COLOR: DARK BLUE; TAB FEATURE: FRONT CLEAR POCKET; 70 MM SIDE POCKET; SPECIFICATION: C.O.C; Q4:NSF:NC:0	EA	
0663902	ERASER RUBR:SYNTHETIC;60 X 20 MM;WHITE	ERASER, RUBBER: DESIGN TYPE: SYNTHETIC; SIZE: 60 X 20 MM; USAGE DESIGN: ERASE PENCIL; SHAPE: RECTANGULAR; COLOR: WHITE	EA	
0016511	PAPER BOND:A3;WHITE;SHEET;80 G/M2;REAM	PAPER, BOND: SIZE: A3; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G/M2; SPECIFIC USE: PHOTO COPYING; PACKAGE TYPE: REAM; PACKAGE QUANTITY: 500 PAGES; REFERENCE NO: A3-80GSM; 500 PER REAM; SIZE: 297	EA (per ream)	

		MM WD X 420 MM LG		
0689395	PAPER BOND:A4;WHITE;PRINTING;80 G/M2;BOX	PAPER, BOND: SIZE: A4; COLOR: WHITE; USAGE FORM: PRINTING; NOMINAL BASIS WEIGHT: 80 G/M2; SPECIFIC USE: PHOTO COPYING; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 500 SHEETS PER PACK	EA (per box)	
0017238	CLIP PPR:LG 50 MM;STL	CLIP, PAPER: LENGTH: 50 MM; MATERIAL: STEEL; SIZE 50MM WD JAW, BULLDOG	EA	
0017240	CLIP PPR:LG 76 MM;STL	CLIP, PAPER: LENGTH: 76 MM; MATERIAL: STEEL; SIZE 76MM WD, BULLDOG JAW	EA	
0017274	CLIP PPR:LG 25 MM;STL;6540	CLIP, PAPER: LENGTH: 25 MM; MATERIAL: STEEL;; GEM TYPE; SMALL	EA	
0017409	STAPLE:PAPER;WD 12 X LG 5 X THK 0.5 MM;6	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: WD 12 X LG 5 X THK 0.5 MM; WIDTH: 12 MM; LEG LENGTH: 6 MM; MATERIAL: STEEL; 26/6 GAUGE; FIT MOST STANDARD DESK STAPLERS; 5000 PER BOX; ONLY REXEL STAPLES WILL BE ACCEPTED	EA (per box of 5000)	
0017448	PENCIL MECH:CLUTCH CUSHION POINT;0.5 MM	PENCIL, MECHANICAL: TYPE: CLUTCH CUSHION POINT; DIAMETER: 0.5 MM; MANUF P/N: S405; SCRIPTO SPRING ACTION	EA	
0017471	MARKER FELT TIP:WHITEBOARD;RED;BROAD	MARKER, FELT TIP: TYPE: WHITEBOARD; COLOR: RED; TIP TYPE: BROAD; DRY WIPE, NON REFILLABLE, PLASTIC	EA	

0158673	TAPE EMBSG:BLACK ON WHITE;12 MM;3 M	TAPE, EMBOSSING: COLOR: BLACK ON WHITE; NOMINAL WIDTH: 12 MM; NOMINAL LENGTH: 3 M; TYPE: LABELING; SUPPL P/N: 30133; TC-201A; DYMO; TC; SIZE: 7.7M LG	EA	
0609014	PAD DESK:STICKY NOTES;SQ 76 MM;YELLOW	PAD, DESK: TYPE: STICKY NOTES; DIMENSIONS: SQ 76 MM; COLOR: YELLOW	EA	
0667286	DIVIDER:MULTI COLOURED BOARD DIVIDER	DIVIDER: TYPE: MULTI COLOURED BOARD DIVIDER; DIMENSIONS: A4, BLANK 10 TABS FOR 4 RING BINDER; MATERIAL: MANILLA BOARD;	EA (per pack)	
0711468	PEN BALL PNT:PILOT ROLLERBALL;0.7 MM;GEL	PEN, BALL POINT: TYPE: PILOT ROLLERBALL; TIP SIZE: 0.7 MM; INK COLOR: BLUE; INK TYPE: GEL; BARREL: CLEAR PLASTIC; RETRACTABLE BL - G2 7F	EA	
0650363	PEN BALL PNT:PENTEL CRYSTAL;1.0 MM	PEN, BALL POINT: TYPE: PENTEL CRYSTAL; TIP SIZE: 1.0 MM; INK COLOR: ASSORTED	EA	
0682807	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	STAPLE: TYPE: REXEL STAPLES STANDARD; COMMERCIAL SIZE: NO 56; WIDTH: 26/6 MM; MATERIAL: STEEL; UNIT PACKAGE TYPE: BOXED 5000; MANUF P/N: AAE06025	EA (per box of 5000)	
0663899	DIVIDER INDX:PVC;TAB 1-12	DIVIDER, INDEX: MATERIAL: PVC; TYPE: TAB 1-12; DIMENSIONS: A4; WD 210 X LG 297 MM;	EA (per pack)	
0650297	DIVIDER INDX:PVC;A-Z;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: A-Z;	EA (per pack)	

		DIMENSIONS: A4; 6083;		
0521491	ERASER BRD:DUSTER, WHITEBOARD	ERASER, BOARD: TYPE: DUSTER, WHITEBOARD; DIMENSIONS: LG 145 X HG 55 MM; HOLDER MATERIAL: NON MAGNETIC; WIPE MATERIAL: PEEL OFF LAYERS; STATIONERY	EA	
0667279	CLEANER:WHITE BOARD;LIQD	CLEANER: TYPE: WHITE BOARD; FORM: LIQUID; CONTAINER: 250ML PLASTIC SPRAY BOTTLE	EA	
0655484	LAMINATOR:HEAT;H212;A4;330 MM2/S	LAMINATOR: LAMINATION PROCESS: HEAT; TYPE: H212; DOCUMENT SIZE: A4; SPEED: 330 MM2/S	EA	
0708563	POUCH LMNTD:A4;THK 150 MM;GLOSS;PACK;100	POUCH, LAMINATED: SIZE: A4; THICKNESS: 150 MM; FINISH: GLOSS; PACKAGE TYPE: PACK; PACKAGE QUANTITY: 100;	EA (per pack of 100)	
0609010	BATT DCELL:ALKALINE;1.5 V;AA;SLIDE IN	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: AA; CONNECTION: SLIDE IN; TYPE: DURACELL; 4 PER PACK	PAC (per pack of 4)	
0521719	BATT DCELL:ALKALINE;1.5 V;AAA;FLAT;1.150	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: AAA; CONNECTION: FLAT; CURRENT CAPACITY: 1.150 MA HR; STATIONERY, INSTALL	EA	
0703868	ADHESIVE:PRESTIK;100 G	ADHESIVE: TYPE: PRESTIK; CONTAINER: 100 G	EA	
0172500	BOARD NTCE:PIN;WALL MOUNT	BOARD, NOTICE:	EA	



	BRACKET;WD 1.2	TYPE: PIN; MOUNTING TYPE: WALL MOUNT BRACKET; MATERIAL: SA PINE; WIDTH: 1.2 M; LENGTH: 900 MM; W/FRA ME SA PINE OR EQUIVALENT; TEST/CERT., IDENTIFICATION: INDELIBLE MNFRS TRADEMARK AND PART NO. ON ALL ITEMS		
0693773	FILE STNRY:D-RING BINDER 2 RING;PVC;TWO	FILE, STATIONERY: TYPE: D-RING BINDER 2 RING; SIZE: A4, 25 MM; MATERIAL: PVC; COLOR: ROYAL BLUE; CAPACITY: 25MM STACK; SPECIAL FEATURES: FRONT SLEEVE; HOLE QUANTITY: TWO	EA	
0610289	PEN BALL PNT:0.5 MM;BLACK;GEL	PEN, BALL POINT: TYPE: PILOT 10, BL- G2-5 RETRACTABLE; TIP SIZE: 0.5 MM; INK COLOR: BLACK; INK TYPE: GEL	EA	
0707576	PEN:WHITEBOARD;ASSORTED	PEN: TYPE: WHITEBOARD; COLOR: ASSORTED; WHITEBOARD MARKERS SLIMLINE TIP	EA	
0667297	STAPLER:MANUAL STD OFFICE;NO 56, 26/6	STAPLER: TYPE: MANUAL STD OFFICE; STAPLE SIZE: NO 56, 26/6	EA	
0539419	DIVIDER INDX:PVC;FILE 10 TAB;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: FILE 10 TAB; DIMENSIONS: A4;	EA (Per pack)	
0158570	PENCIL:GRAPHITE LEAD;HB;BLACK;1221	PENCIL: MATERIAL: GRAPHITE LEAD; HARDNESS: HB; COLOR: BLACK; TYPE: STAEDTLER TRADITION; HB; ERASER TIP STAEDTLER	EA	

		TRADITION 112 ONLY		
0518838	RULER:30 CM;PLASTIC	RULER: SIZE: 30 CM; MATERIAL: PLASTIC	EA	
0521184	SHARPENER PNCL:2	SHARPENER, PENCIL: HOLE QUANTITY: 2	EA	
0528274	FOLDER:PVC;A4;CARRY;ASSORTED;PL ASTIC	FOLDER: TYPE: PVC; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC; FLAP CLOSES SECURELY WITH STUD; CARRY PLASTIC ENVELOPE; 130 MICRON	EA	
0650388	SCISSORS:LG 212 MM;SMOKED	SCISSORS: LENGTH: 212 MM; HANDLE TYPE: SMOKED	EA	
0017266	POCKET VSB INDX FILE:DOCUMENT;A4;CLEAR	POCKET, VISIBLE INDEX FILE: TYPE: DOCUMENT; SIZE: A4; COLOR: CLEAR; THICKNESS: 80 UM; MATERIAL: PLASTIC; SUPPL P/N: 2041; SIZE 240 MM WD X 310 MM LG; ONE SIDE OPENING ON POTRAIT VIEW; PUNCHED ON LANDSCAPE SIDE; PACKED IN 1000 PER BOX, EACH PACK INSIDE IS 10 POCKETS; BANTEX	EA	
0017274	CLIP PPR:LG 25 MM;STL;6540	CLIP, PAPER: LENGTH: 25 MM; MATERIAL: STEEL; SMALL: 100	EA (per box of 100)	
0017301	BINDING ELEMENT COMB:A4;21;10 MM;WHITE	BINDING ELEMENT, COMB: COMMERCIAL SIZE: A4; RING QUANTITY: 21; DIAMETER: 10 MM; COLOR: WHITE; MATERIAL: PLASTIC; 300 MM LG	EA	
0017303	BINDING ELEMENT COMB:A4;21;12 MM;WHITE	BINDING ELEMENT, COMB: COMMERCIAL SIZE: A4; RING QUANTITY: 21; DIAMETER: 12 MM;	EA	

		COLOR: WHITE; MATERIAL: PLASTIC; 300MM LG		
0017471	MARKER FELT TIP:WHITEBOARD;RED;BROAD	MARKER, FELT TIP: TYPE: WHITEBOARD; COLOR: RED; TIP TYPE: BROAD; DRY WIPE, NON REFILLABLE, PLASTIC	EA	
0158751	LEAD PNCL:0.7 MM;HB;12	LEAD, PENCIL: DIAMETER: 0.7 MM; HARDNESS: HB; QUANTITY: 12; GRAPHITE	EA	
0017482	BOOK REC:SHORTHAND NOTE, STENO PAD	BOOK, RECORD: TYPE: SHORTHAND NOTE, STENO PAD; SIZE: 203 X 127 MM; BINDING METHOD: TOP SPIRAL; WITHOUT CENTRE LINE AND MARGIN	EA	
0650384	BOOK:INDEX;NOTES;A5;HARD;192	BOOK: TYPE: INDEX; TITLE: NOTES; SIZE: A5; COVER TYPE: HARD; PAGE QUANTITY: 192	EA	
0689141	BOOK:EXAM PADS;NONE;100	BOOK: TYPE: EXAM PADS; TITLE: NONE; PAGE QUANTITY: 100	EA	
0673838	MARKER FELT TIP:PERMANENT;BLACK;CHISEL	MARKER, FELT TIP: TYPE: PERMANENT; COLOR: BLACK; INK TYPE: OIL BASED; TIP TYPE: CHISEL; TIP SIZE: 2.5-5.5 MM; WATERPROOF, FADE RESISTANT, INDELIBLE AND PVC- FREE	EA	
0157571	CLEANER:COMPUTER;FOAM AEROSOL;CAN 375 ML	CLEANER: TYPE: COMPUTER; FORM: FOAM AEROSOL; CONTAINER: CAN 375 ML; COMPUTACARE BRAND; OZONE FRIENDLY;	EA	
0653925	CLIP PPR:GEM;LG 33 MM;STL;ASSORTED	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STEEL; COLOR:	EA (per box of 100)	

		ASSORTED; 100		
0653931	CLIP PPR:GEM;LG 50 MM;STL;COLORED	CLIP, PAPER: TYPE: GEM; LENGTH: 50 MM; MATERIAL: STEEL; COLOR: COLORED	EA (per box of 100)	
0696608	TAPE ADHSV:SEALING;24MM X 66M;POLYTHENE	TAPE, ADHESIVE: TYPE: SEALING; DIMENSIONS: 24MM X 66M; MATERIAL: POLYTHENE; COLOR: CLEAR; CORE SIZE: 76 MM; SELLOTAPE	EA	
0654138	FILE STNRY:ARCH LEVER 1451;40 MM;PVC	FILE, STATIONERY: TYPE: ARCH LEVER 1451; SIZE: 40 MM; MATERIAL: PVC; COLOR: BLACK	EA	
0521489	LABEL:FLAGS, POST IT;3M M;4 COLORS;BLANK	LABEL: TYPE: FLAGS, POST IT; SIZE: 3 M; COLOR: 4 COLORS; DESIGNATION: BLANK; MATERIAL: PAPER	EA	
0654281	PAD CHRT:FLIP;WD 590 X LG 840 MM;WHITE	PAD, CHART: TYPE: FLIP; SIZE: WD 590 X LG 840 MM; COLOR: WHITE; SHEETS PER PAD: 50 SHT; DESIGN: PLAIN; DESIGNATION: BOARDROOM; NOMINAL BASIS WEIGHT: 500 G	EA	
0650045	ADHESIVE:GLUE STICK;TUBE 40 G	ADHESIVE: TYPE: GLUE STICK; CONTAINER: TUBE 40 G	EA	
0017777	MARKER:SIGN PEN;BLACK;FIBRE TIP	MARKER: TYPE: SIGN PEN; COLOR: BLACK; DIMENSIONS: LG 100 x WD 34 x HT 145 MM; MATERIAL: FIBRE TIP	EA	
0654273	MARKER FELT TIP SET:WHITEBOARD WALLET;12	MARKER, FELT TIP SET: TYPE: WHITEBOARD WALLET; INK TYPE: ASSORTED; NUMBER IN SET: 12; TIP TYPE: BULLET; TIP SIZE: 4.5 CM	EA (PER PACK OF 12)	

0654971	REFILL MEMO CUBE:POP UP POST IT;ASSORTED	REFILL, MEMO CUBE: TYPE: POP UP POST IT; COLOR: ASSORTED; SHEET QUANTITY: 100; SIZE: SQ 73 MM	EA (per pack of 100 sheets)	
0696608	TAPE ADHSV:SEALING;24MM X 66M;POLYTHENE	TAPE, ADHESIVE: TYPE: SEALING; DIMENSIONS: 24MM X 66M; MATERIAL: POLYTHENE; COLOR: CLEAR; CORE SIZE: 76 MM; SELLOTAPE	EA	
0683881	PEN CORCTN:WHITE;FINE;18 ML;TIPPEX	PEN, CORRECTION: INK COLOR: WHITE; TIP SIZE: FINE; RESERVOIR: 18 ML; TYPE: TIPPEX	EA	
0667293	REMOVER STPL:CLAW;METAL AND PLASTIC	REMOVER, STAPLE: TYPE: CLAW; MATERIAL: METAL AND PLASTIC; COLOR: NAVY BLUE	EA	
0654279	FOLDER:PRESENTATION 3210;A4;CARRY	FOLDER: TYPE: PRESENTATION 3210; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC;	EA	
0655444	LEAD PNCL:0.5 MM;HB	LEAD, PENCIL: DIAMETER: 0.5 MM; HARDNESS: HB	EA	
0650383	PEN BALL PNT:SUPER GRIP RETRACT;0.7 MM	PEN, BALL POINT: TYPE: SUPER GRIP RETRACT; TIP SIZE: 0.7 MM; INK COLOR: ASSORTED; BP G	EA	
0548228	BATT DCELL:ALKALINE;9 VDC;COPPERTOP	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 9 VDC; DIMENSIONS: WD 24 X LG 46 X THK 16 MM; CONNECTION: CLIP ON TERMINAL; TYPE: COPPERTOP; PACKAGING: TWO BATTERIES PER PACK	EA (per pack of 2)	
0692155	BOX FILG:M3 STORAGE;WD 325 MM;LG 430 MM	BOX, FILING: TYPE: M3 STORAGE; WIDTH: 325 MM; LENGTH: 430 MM;	EA	

		DEPTH: 360 MM; MATERIAL: CARDBOARD; COVER COLOR: BROWN		
0693782	LABEL STA:ADHESIVE FILE TABS;55 MM;NONE	LABEL, STATIONERY: TYPE: ADHESIVE FILE TABS; DIMENSIONS: 55 MM; INSCRIPTION: NONE; MATERIAL: PAPER; COLOR: VARIOUS; STANDARD: ALPHA TABS; SELF ADHESIVE TABS, ALPHA, 144 PER PACK, VARIOUS COLORS	EA (per pack)	
0711466	MARKER FELT TIP:XLENE FREE;BLACK;0.7 MM	MARKER, FELT TIP: TYPE: XLENE FREE; COLOR: BLACK; INK TYPE: PERMANENT; TIP TYPE: FINE BULLET EK 725; TIP SIZE: 0.7 MM; ARTLINE 700	EA	
0704255	SCISSORS:STRAIGHT;LG 127;85;SS;BLACK	SCISSORS: BLADE STYLE: STRAIGHT; LENGTH: 127; CUT LENGTH: 85; MATERIAL: STAINLESS STEEL; HANDLE COLOR: BLACK; TYPE: OFFICE; HANDLE TYPE: PLASTIC	EA	
0554229	FOLDER FILE:HD;A4;CARDBOARD;YELLOW	FOLDER, FILE: TYPE: HEAVY DUTY; SIZE: A4; MATERIAL: CARDBOARD; COLOR: YELLOW; FASTENER TYPE: TIDY CLIP;	EA	
0648840	CARDBOARD SHT:PROJECT;A4;160 G/M2	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: A4; COLOR: PASTELL ASSORTED; NOMINAL BASIS WEIGHT: 160 G/M2; QTY 100	EA (per pack of 100 sheets)	
0017355	FILE STNRY:HEAVY DUTY;A4;CARDBOARD	FILE, STATIONERY: TYPE: DEAVY DUTY; SIZE: A4; MATERIAL: CARDBOARD;	EA	

		COLOR: MANILA; SPECIAL FEATURES: DISPO CLIP; FILE, HOLDER PVC A4 HEAVY DUTY 3210; FILE HOLDER (CREATE-A-COVER); MATERIAL:- PVC; SIZE:- A4; HEAVY DUTY THICKNESS; WITH INNER COVER POCKET (SEE- THROUGH);		
0246430	LABEL PRNTR:MARKING;PAPER DURABLE;WHITE	LABEL, PRINTER: TYPE: MARKING; MATERIAL: PAPER DURABLE; LABEL SIZE: WD 62 MM X LG 30.48 M; COLOR: WHITE; ROLL WIDTH: 62 MM; SUPPL P/N: DK-22205; PERMANENT ADHESIVE, FOR BROTHER QL LABEL PRINTERS	EA	
0534736	DIVIDER INDX:PVC;FILE 1-31;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: FILE 1-31; DIMENSIONS: A4	EA (per pack)	
0576380	TAPE:LABELLING;WD 36MM X LG 8M;PLASTIC	TAPE: TYPE: LABELLING; DIMENSIONS: WD 36MM X LG 8M; MATERIAL: PLASTIC; COLOR: BLACK ON YELLOW; FOR USE WITH LABELLING MACHINE: BROTHER PT9700PC	EA	
0663901	FILE:LEVER ARCH;70 MM;PVC;BLUE	FILE: TYPE: LEVER ARCH; DIMENSIONS: 70 MM; MATERIAL: PVC; COLOR: BLUE	EA	
0580466	WRAP:STRETCH; EXTENDED CORE;LG 400 M	WRAP: TYPE: STRETCH; EXTENDED CORE; LENGTH: 400 M; MATERIAL: PLASTIC; WIDTH: 450 MM; THICKNESS: 13 UM;	ROL (per roll)	
0655077	PUNCH PPR:LIGHT DUTY PREMIUM;6 MM;2	PUNCH, PAPER: TYPE: LIGHT DUTY PREMIUM; HOLE	EA	

		SIZE: 6 MM; HOLES: 2		
0682832	BOOK DUPL:A5;1;100;BLUE/WHITE;BUFF	BOOK, DUPLICATE: TYPE: COMMERCIAL SIZE: A5; DUPLICATIONS: 1; PAGE QUANTITY: 100; PAGE COLORS: BLUE/WHITE; COVER COLOR: BUFF; COVER MATERIAL: HARD FLAP;	EA	
0705551	PEN BALL PNT:VBALL PILOT PENCIL;0.7;LIQD	PEN, BALL POINT: TYPE: VBALL PILOT PENCIL; TIP SIZE: 0.7; INK COLOR: BLACK; INK TYPE: LIQUID	EA	
0654898	BAND ELSTC:WD 1.4 MM;LG 35 MM;NATURAL	BAND, ELASTIC: WIDTH: 1.4 MM; LENGTH: 35 MM; COLOR: NATURAL; PACKAGE SIZE: BOX 100 G; ASSORTED; END DETAIL DESCRIPTION; RUBBER	EA (per box of 100)	
0683682	STICKER:POST IT REPOSITIONAL FLAGS;VINYL	STICKER: TYPE: POST IT REPOSITIONAL FLAGS; DIMENSIONS: 25 X 43 MM; COLOR: RED, YELLOW, BLACK; DESIGNATION: SIGN HERE; MATERIAL: VINYL; SHAPE: RECTANGLE; PACKAGE SIZE: 50;	EA (per pack of 50 stickers)	
0682807	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	STAPLE: TYPE: REXEL STAPLES STANDARD; COMMERCIAL SIZE: NO 56; WIDTH: 26/6 MM; MATERIAL: STL; UNIT PACKAGE TYPE: BOXED 5000;	EA (per box of 5000)	
0728847	TRAY DESK:LETTER TRAY;350X275X375;GREY	TRAY, DESK: TYPE: LETTER TRAY; SIZE: 350X275X375; COLOR: GREY; MATERIAL: MASH; TYPE SDS M755 MESH LETTERTRAY OFFICE FILLING PULL OUT TRAY HOLDER; SIZE A4 350	MM (EA – per desk tray)	



		X 275 X 375 MM. MATERIAL MESH COLOUR GREY.		
0655393	POUCH LMNTD:A5;THK 150 UM;GLOSS	POUCH, LAMINATED: SIZE: A5; THICKNESS: 150 UM; FINISH: GLOSS	EA	
0652848	POUCH LMNTD:A3;THK 150 MM;GLOSS	POUCH, LAMINATED: SIZE: A3; THICKNESS: 150 MM; FINISH: GLOSS	EA	
0750875	WHITEBOARD:OFFICE;WD 900 MM;LG 1200 MM	WHITEBOARD: TYPE: OFFICE; WIDTH: 900 MM; LENGTH: 1200 MM; SURFACE: NON MAGNETIC	EA	
0715382	TAPE DUCT:48 MM;25 M;HIGH STRENGTH CLOTH	TAPE, DUCT: NOMINAL WIDTH: 48 MM; NOMINAL LENGTH: 25 M; MATERIAL: HIGH STRENGTH CLOTH; COLOR: SILVER; A HIGH STRENGTH CLOTH PRESSURE SENSITIVE SELF ADHESIVE TAPE SUITABLE IN A WIDE VARIETY OF APPLICATIONS IN AUTOMOTIVE, MARINE, HOUSEHOLD AND INDUSTRIAL FOR BINDING AND REPAIRING, REINFORCING, DUCTING, WATERPROOFING AND FOR INSULATION.	EA	
0663900	TAPE ADHSV:DOUBLE SIDED;SQ 25 MM;FOAM	TAPE, ADHESIVE: TYPE: DOUBLE SIDED; DIMENSIONS: SQ 25 MM; MATERIAL: FOAM; COLOR: WHITE	EA	
0672301	TAPE ADHSV:PACKAGING CLEAR;PLASTIC;3	TAPE, ADHESIVE: TYPE: PACKAGING CLEAR; DIMENSIONS: WD 48 MM X LG 50 M; MATERIAL: PLASTIC; COLOR: TRANSPARENT;	EA	

		CORE SIZE: 3		
0683865	TAPE ADHSV:INSUL;PVC;BLUE	TAPE, ADHESIVE: TYPE: INSULATION; DIMENSIONS: WD 20 MM X LG 20 M X THK 10 MM; MATERIAL: PVC; COLOR: BLUE	EA	
0135680	TAPE ELECT:WD 25 MM;LG 20 M;BITIUM;BLACK	TAPE, ELECTRICAL: WIDTH: 25 MM; LENGTH: 20 M; MATERIAL: BITIUM; COLOR: BLACK; INSULATION; (OZEKERITE)	EA	
0686505	TAPE ELECT:WD 18 MM;LG 20 M;PVC;RED	TAPE, ELECTRICAL: WIDTH: 18 MM; LENGTH: 20 M; MATERIAL: PVC; COLOR: RED; SPECIFICATION: SABS122; THICKNESS: 3.2 MM; TYPE: INSULATION	EA	
0135606	TAPE ELECT:WD 25 MM;LG 50 M;WHITE	TAPE, ELECTRICAL: WIDTH: 25 MM; LENGTH: 50 M; MATERIAL: GLASS FIBER CLOTH; COLOR: WHITE; INSULATION; SCOTCH 3M NUMBER 27; THERMOSETTING PRESSURE SENSITIVE ADHESIVE; WORKING TEMPERATURE UP TO 130 DEGREES CENTIGRADE; 0.18MM THICK ROLL	EA	
0655054	STAPLER:HD;GIANT	STAPLER: TYPE: HEAVY DUTY; STAPLE SIZE: GIANT	EA	

The total of the Prices

N/A – as and  
when required

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3.1.5 Cataloguing requirements by the *Supplier* 38

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

This contract is for the supply and delivery of Office Stationery for System Operator (SO) on an as and when required basis for a period of three (3) years

### Specification and description of the *goods*

Please refer to the price list for the list of stationery required. Please note that this contract is on an as and when required basis, therefore there is no commitment to the spend on this contract. The quantities required will be provided in each individual purchase order.

The Purchaser reserves the right to examine the quality of the items supplied and should the items not meet the required quality standards, the purchaser may require the supplier to provide an alternative that meets the required quality standards.

### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	TBC	TBC
Overall contract progress and feedback	As and when required	TBC	TBC

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.

### Health and safety risk management

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

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

### Environmental constraints and management

N/A

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

## Quality

N/A

## Invoicing and payment

Within one week of delivering items as per an official purchase order placed against this contract, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *purchase order*.

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;
- The SAP purchase order number
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number: 4710303126
- 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)

Invoices to be submitted electronically to [Invoicesntcsalocal@ntcsa.co.za](mailto:Invoicesntcsalocal@ntcsa.co.za)

Electronically submitted must be sent in PDF format ONLY. Each PDF file should contain only one invoice, however the email may contain more than one PDF file.

Please 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 queries and follow ups on invoice payments should be made by contacting the Finance Shared Services (FSS) contact Centre on 011 800 5060 or email [fss@eskom.co.za](mailto:fss@eskom.co.za)

## Procurement Subcontracting

### Preferred subcontractors

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

### Limitations on subcontracting

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

### Spares and consumables

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

**Other requirements related to procurement**

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

**Cataloguing requirements by the *Supplier***

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