



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 Stationary on an as and when
required for 3 years

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

CONTRACT No. [46]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
C1.3 Proforma Guarantees	[•]

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

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

Name & signature
of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X7: Delay damages
		X12: Partnering
		X13: Performance bond
		X17: Low performance damages
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

10.1	The <i>Supply Manager</i> is (name):	[•]TBC	
	Address	[•]TBC	
	Tel	[•]TBC	
	Fax	[•]TBC	
	e-mail	[•]TBC	
11.2(13)	The <i>goods</i> are	Supply and Delivery of Stationary	
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	C2.2 Pricing Schedule	
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	[•]	weeks
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	[•]	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	Various IT Office
			1 week after receive of PO
		2	[•]
			[•]
		3	[•]
			[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	[•]	weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	[•]	weeks.
4	Testing and defects		
42	The <i>defects date</i> is	[•]	weeks after Delivery.
43.2	The <i>defect correction period</i> is	[•]	weeks

	except that the <i>defect correction period</i> for	[•] is [•] weeks
	and the <i>defect correction period</i> for	[•] is [•] weeks
42.2	The <i>defects access period</i> is	[•] days
	except that the <i>defect access period</i> for	[•] is [•]
	and the <i>defect access period</i> for	[•] is [•]
5	Payment	
50.1	The <i>assessment interval</i> is	between the [•] 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	[•] 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 and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <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 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	1. [•]

		2. [●]
		3. [●]
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:	R[●]
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	R[●]
88.5	The <i>end of liability date</i> is	[●] years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[●]
	Tel No.	[●]
	Fax No.	[●]
	e-mail	[●]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor

94.4(5)	The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	body. [•] South Africa 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 The proportions used to calculate the Price Adjustment Factor are:	One-month prior tender closing <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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1.00																										
X2	Changes in the law																									
X2.1	A change in the law of	South Africa																								
X3	Multiple currencies																									
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	<table> <tr> <th>Items</th><th>Other currency</th><th>Total maximum payment in the currency</th></tr> <tr> <td>[•]</td><td></td><td></td></tr> <tr> <td>[•]</td><td></td><td></td></tr> <tr> <td>[•]</td><td></td><td></td></tr> </table>	Items	Other currency	Total maximum payment in the currency	[•]			[•]			[•]														
Items	Other currency	Total maximum payment in the currency																								
[•]																										
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[•]																										
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date) The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date. (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the																								

		others and this note)	
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
X12	Partnering		
X12.1(1)	The <i>Client</i> is (Name):	[•]	
	Address	[•]	
	Contact details	[•]	
	Telephone:	[•]	
	Fax	[•]	
	e-mail	[•]	
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]	
X12.2(1)	The <i>Client's objective</i> is:	[•]	
X13	Performance bond		
X13.1	The amount of the performance bond is	R [•]	
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•]	months
Z	The <i>additional conditions of contract</i> are	Z1 to Z17 always apply for Eskom	

Z1 Cession delegation and assignment

- Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* 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 *Consultant* 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 *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z2.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* 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 *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* 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 *Consultant* 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 *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

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, 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 Provision of a Tax Invoice. Add to core clause 51

Z6.1 The *Consultant* (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 79 of 1991 (as amended) and to include the *Employer's* VAT number 4640101507 on each invoice he submits for payment.

Z6 Notifying compensation events

Z6.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z7 Employer's limitation of liability

Z7.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X6 Delay damages (if applicable in this contract)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X6 or Options X5 and X6 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 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 *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant'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 *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant'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.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* 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 *Employer* can terminate the *Consultant's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Consultant'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.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.2 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.

81.1 The *Consultant* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination

Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	Four (4) weeks
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Bodily injury to or death of a person:</u> The amount required by the applicable law.	Four (4) weeks
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	Four (4) weeks

71.3 The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* 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.

- Z13.2 The *Employer* is solely responsible for and indemnifies the *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 46 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* 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 *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (6) of Act 46 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer'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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* 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 75 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 HSG247 and monitored according to HSG163 and OESSM.
- Z14.2 Upon written request by the *Consultant*, the *Employer* 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 *Consultant* may perform Parallel Measurements and related control measures at the *Consultant'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 Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 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.
- Z14.5 The *Consultant'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.
- Z14.6 The *Consultant* 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, 2001.
- Z14.6 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Z15 POPIA

- Z15.1 For the purposes of this clause 1, the terms "Data Subject", "Personal Information" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").
- Z15.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this Agreement ("**Shared Personal Information**") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z15.3 Each Party shall comply at all times with POPIA when performing its obligations under this Agreement and shall not perform any of their respective obligations under this Agreement in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z15.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this Agreement:-

- Z15.4.1 all necessary fair processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (<https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and
- Z15.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and Processed in accordance with the principles set out in POPIA, including in particular those relating to:
- Z15.4.2.1 lawful, fair and transparent Processing;
- Z15.4.2.2 specified, legitimate and explicit purposes of Processing; and
- Z15.4.2.3 adequate, relevant and not excessive Processing.
- Z15.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z15.5.1 the other Party's Processing of the Shared Personal Data; or
- Z15.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this Agreement,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z15.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z15.6.1 promptly and without undue delay forward the request to the other Party; and
- Z15.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z15.6 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.
- Z15.7 Neither Party discloses or otherwise makes available the Personal Information to any third Party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third Party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.
- Z15.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information/data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.
- Z15.10 No Party may transfer Personal Information about a data subject to a third Party who is in a

foreign country unless they have obtained the relevant written consent of the other Party and there is full compliance with section 62 of POPIA and any foreign applicable legislation.

- Z15.11 The Employer or its agent shall have the right to audit the Consultant at any time, with reasonable notice, in order to determine whether the Consultant complies with the terms and conditions of this Agreement with regard to the protection of Personal Information and the security exercised by the Consultant relating thereto. Such audit rights shall include, but not be limited to, the right of access to systems, procedures and software, and inspection of the physical security of the Consultants premises. The Consultant shall offer reasonable assistance and co-operation to the Employer or its agent and/or its auditors or inspectors in the carrying out of such auditing exercise.

Z16 Security Measures Clause

- Z16.1 The *Consultant* shall comply with the requirements set forth in the Security Standards and in all other *Employer* policies provided. The *Employer* will advise the *Consultant* of any amendments to the Security Standards and any policies applicable to it.

- Z16.2 The *Consultant* will take appropriate, reasonable technical and organisational measures to ensure that the integrity of the data including personal information in its possession or under its control is secure and that such data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by –

- Z16.3 Having regard to:

Z16.3.1 any requirement set forth in law, stipulated in industry rules or in codes of conduct or by a professional body; and

Z16.3.2 generally accepted information security practices and procedures which apply to (i) the *Consultant's* business; and (ii) to the *Employer*

- Z16.4 identifying all reasonably foreseeable internal and external risks and, at least once in every 12 (twelve) month period take all necessary steps at its own cost to –

Z16.4.1 identify all reasonably foreseeable internal and external risks relating to data in its possession or under its control and provide the *Employer* with a detailed written report using generally accepted auditing methodologies, within 30 (thirty) days of having completed its investigations, regardless as to whether the frequency of such investigations is 12 (twelve) monthly or more frequently;

Z16.4.2 with the *Employer's* prior written approval, implement and maintain appropriate safeguards against the risks identified by the *Consultant*;

Z16.4.3 regularly verify that the safeguards which the *Consultant* have in place have been effectively implemented and provide the *Employer* with a written report within 30 (thirty) days of having completed each such verification exercise; and

Z16.4.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards, with all upgrades, which may have an impact on any data within the possession of the *Consultant* as a result of the Agreement, to be reported to the *Employer* in writing.

- Z16.3 The Employer or its agent shall have the right to audit the Consultant at any time, with reasonable notice, in order to determine whether the Consultant complies with the terms and conditions of this Agreement with regard to complying with the requirements set forth in the Security Standards and in all other Employer's policies provided. Such audit rights shall include, but not be limited to, the right of access to systems, procedures and software, and inspection of the physical security of the Consultants premises. The Consultant shall offer reasonable assistance and co-operation to the Employer or its agent and/or its auditors or inspectors in the carrying out of such auditing exercise.

Z17 Notification of Security breach

Z17.1 In the event of a security compromise or breach, the Consultant shall-

- Z17.1.1 notify the Employer in writing, at infosecurity@eskom.co.za immediately, if possible, but no later than 24 hours of the Consultant becoming aware of or suspecting any unauthorized or unlawful activity:
 - Z17.1.1.1 at its own cost, take all necessary steps to mitigate the extent of the loss or risks of the data and to resolve the integrity of the affected information systems as quickly as possible.
 - Z17.1.1.2 furnish the Employer with details of the Data Subjects affected by the compromise and the nature and extent of the compromise, and if known, include details of the identity of the unauthorized person who may have accessed or acquired the Personal Information.
 - Z17.1.1.3 provide the Employer with a report on its progress in resolving the compromise but at least once per business day following the initial notification to the Employer, until such time as the compromise is resolved to the Employer's satisfaction.
 - Z17.1.1.4 In consultation with the Employer and where required by law notify the South African Police Service; and/or the National Intelligence Agency; and any other regulatory bodies for example State Security Agency; and
 - Z17.1.1.5 only upon request by the Employer, or otherwise if required by law, notify the Regulator and/or the affected Data Subjects. Any such notification shall be in a form prescribed by the Employer or the Regulator, as the case may be, if applicable, and contain such information as is specified by the Employer and or the Regulator. Notwithstanding the foregoing, a notification to a Data Subject shall always include sufficient information to allow the Data Subject to take protective measures against the potential consequences of the compromise.
- Z17.1.2 assist the Employer to comply with any requests for access to Personal Information received by the Employer from Data Subjects and, at the request of the Employer, the Consultant shall promptly provide the Employer with a copy of any Personal Information held by the Consultant in relation to a specified Data Subject. The Consultant agrees that notwithstanding the confidentiality provisions of this Agreement, the Employer may disclose to a Data Subject that the Consultant has been or is involved in Processing such Data Subject's Personal Information.
- Z17.1.3 provide reasonable evidence of the Consultant's compliance with its obligations under this clause to the Employer on reasonable notice and request.
- Z17.1.4 under instruction and authority of the Employer, and at no extra cost to the Employer, provide it with all assistance required for the Employer to discharge its duties as Responsible Party relating to a requirement by the Regulator (a) for the Employer as Responsible Party to submit an independent auditor's report or other information relating to interference by the Responsible Party with the Personal Information of a Data Subject, (b) that the Employer is processing Personal Information in accordance with legislation, or (c) that the Employer is otherwise compliant with any other relevant legislation;
- Z17.1.5 at the request and option of the Employer, and to its satisfaction, promptly return or destroy all Personal Information in the possession or control of the Consultant, including in accordance with any specific retention, destruction and purging requirements as may be prescribed by the Employer.

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

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

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

Clause	Statement	Data								
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is	R , (in words)								
11.2(12)	The <i>price schedule</i> is in:									
11.2(14)	The following matters will be included in the Risk Register									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are									
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td>[•]</td></tr><tr><td>2</td><td>[•]</td></tr><tr><td>3</td><td>[•]</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	[•]	2	[•]	3	[•]
<i>goods and services</i>	<i>delivery date</i>									
1	[•]									
2	[•]									
3	[•]									
31.1	The programme identified in the Contract Data is contained in:									

² Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%
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C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

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

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

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

These Options require a bond or guarantee “in the form set out in the Goods Information”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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

Pro forma Parent Company Guarantee (for use with Option X4)

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

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

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

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

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

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

I/We the undersigned

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

of physical address

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

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

Signed at _____ on this _____ day of _____ 20__

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of - the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- state the amount claimed ("the Demand Amount");

- state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank ref no. [●]

Date: [●]

Dear Sirs,

Advanced Payment Bond for Contract No. [●]

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

Eskom Holdings SOC Ltd

(the *Purchaser*) and

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

(the *Supplier*), for

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

(the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

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

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

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

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA
NEC3 Supply Contract

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

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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
		- 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>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *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*

Item Number	Description	Short Text	Description	Unit charge	Estimated Quantity	Unit Price	Total
1	650381	BINDING ELEMENT: SPIRAL; DIA 10 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 10 MM; 100 IN BOX PLASTIC	PACK	1		
2	650394	BINDING ELEMENT: SPIRAL; DIA 12 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 12 MM; 100 IN BOX	PACK	1		
3	655239	BINDING ELEMENT: 100 IN BOX; 14 MM; PLASTIC	BINDING ELEMENT: TYPE: 100 IN BOX; SIZE: 14 MM; MATERIAL: PLASTIC	PACK	1		
4	655289	BINDING ELEMENT: 100 IN A BOX; 16 MM	BINDING ELEMENT: TYPE: 100 IN A BOX; SIZE: 16 MM; MATERIAL: PLASTIC	PACK	1		
5	654146	BINDING ELEMENT: SPIRAL; 19 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 19 MM; 100 IN BOX	PACK	1		
6	654147	BINDING ELEMENT: SPIRAL; 22 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 22 MM; 50 IN BOX	PACK	1		
7	654151	BINDING ELEMENT: SPIRAL; 25 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 25 MM; 50 IN BOX	PACK	1		
8	654144	BINDING ELEMENT: SPIRAL; 28 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 28 MM; 100 IN BOX	PACK	1		
9	650293	BINDING ELEMENT: SPIRAL; 45 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 45 MM; 50 IN BOX	PACK	1		
10	650302	BINDING ELEMENT:	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 51 MM; 50 IN	PACK	1		

		SPIRAL;51 MM	BOX				
11	650303	BINDING ELEMENT: SPIRAL;DI A 6 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 6 MM; 100 IN BOX	PACK	1		
12	650296	BINDING ELEMENT: SPIRAL;8 MM	BINDING ELEMENT: TYPE: SPIRAL; SIZE: DIA 8 MM; 100 IN BOX	PACK	1		
13	625767	COVER:BI NDING;A4; PLASTIC;C LEAR	COVER: TYPE: BINDING; DIMENSIONS: A4; MATERIAL: PLASTIC; COLOR: CLEAR; PARROT THERMAL BINDING COVER ASSORTED PER BOX OF 25	PACK	1		
14	540048	POCKET VSB INDX FILE:LAMI NATING POUCHES	POCKET, VISIBLE INDEX FILE: TYPE: LAMINATING POUCHES; SIZE: A4; COLOR: CLEAR; THICKNESS: 150 UM,100 IN PACK	PACK	1		
15	650384	BOOK:IND EX;NOTES ;A5;HARD; 192	BOOK: TYPE: INDEX; TITLE: NOTES; SIZE: A5; COVER TYPE: HARD; PAGE QUANTITY: 192	EA	1		
16	655531	BAND ELSTC:WD 1.5 MM;LG 35 MM;NATU RAL	BAND, ELASTIC: WIDTH: 1.5 MM; LENGTH: 35 MM; COLOR: NATURAL; PACKAGE SIZE: 500 G	EA	1		
17	655387	FILE STNRY:FLI P FILE 10 POCKET;A 4;CLEAR	FILE, STATIONERY: TYPE: FLIP FILE 10 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		
18	652871	FILE STNRY:FLI P 20 POCKET;A 4;PLASTIC	FILE, STATIONERY: TYPE: FLIP 20 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		
19	652872	FILE STNRY:FLI P 30 POCKET;A 4;PLASTIC	FILE, STATIONERY: TYPE: FLIP 30 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		
20	652873	FILE STNRY:FLI P 12 POCKET;A 4;PLASTIC	FILE, STATIONERY: TYPE: FLIP 12 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		

21	655388	FILE STNRY:FLI P FILE 20 POCKET;A 3;CLEAR	FILE, STATIONERY: TYPE: FLIP FILE 20 POCKET; SIZE: A3; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		
22	652874	FILE STNRY:FLI P 24 POCKET;A 3;PLASTIC	FILE, STATIONERY: TYPE: FLIP 24 POCKET; SIZE: A3; MATERIAL: PLASTIC; COLOR: CLEAR	EA	1		
23	654059	BOOK EXRCS:MA RGIN;A4;7 2;SOFT;PA PER	BOOK, EXERCISE: TYPE: MARGIN; COMMERCIAL SIZE: A4; PAGE QUANTITY: 72; COVER TYPE: SOFT; COVER MATERIAL: PAPER	EA	1		
24	655293	BOOK EXRCS:JD 426 INDEX;A5; 144;HARD	BOOK, EXERCISE: TYPE: JD426 INDEX; COMMERCIAL SIZE: A5; PAGE QUANTITY: 144; COVER TYPE: HARD; COVER COLOR: BLACK AND RED; COVER MATERIAL: CARDBOARD	EA	1		
25	17482	BOOK REC:SHOR THAND NOTE, STENO PAD	BOOK, RECORD: TYPE: SHORTHAND NOTE, STENO PAD; SIZE: 203 X 127 MM; BINDING METHOD: TOP SPIRAL; REFERENCE NO: RA200; JD145; WITHOUT CENTRE LINE AND MARGIN	EA	1		
26	534579	TAPE EMBSG:BL ACK/WHIT E;24 MM;160 UM;8 M	TAPE, EMBOSsing: COLOR: BLACK/WHITE; NOMINAL WIDTH: 24 MM; NOMINAL OVERALL THICKNESS: 160 UM; NOMINAL LENGTH: 8 M; MANUF P/N: TZ251	EA	1		
27	655135	TAPE EMBSG:BL ACK ON YELLOW;1 8 MM;160 UM	TAPE, EMBOSsing: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 18 MM; NOMINAL OVERALL THICKNESS: 160 UM; NOMINAL LENGTH: 8 M; TYPE: BROTHER TZ 641	EA	1		
28	655138	TAPE EMBSG:BL ACK ON YELLOW;9 MM;160 UM;8	TAPE, EMBOSsing: COLOR: BLACK ON YELLOW; NOMINAL WIDTH: 9 MM; NOMINAL OVERALL THICKNESS: 160 UM; NOMINAL LENGTH: 8 M; TYPE: BROTHER TZ 221	EA	1		
29	654031	CALCULAT OR:DESKT OP;12;O/P LCD	CALCULATOR: TYPE: DESKTOP; DIGITS: 12; OUTPUT: LCD; POWER SOURCE: SOLAR DUAL POWERED; LS80 TE	EA	1		
30	654047	CALCULAT OR	CALCULATOR, OFFICE: KEYBOARD TYPE: LARGE;	EA	1		

		OFFC:LAR GE;LCD;A C MAINS	DISPLAY TYPE: LCD; POWER SOURCE: AC MAINS; MP1211 DLE				
31	654039	CALCULAT OR SCNTFC:2 LINE;BATT ERY;12	CALCULATOR, SCIENTIFIC: DISPLAY TYPE: 2 LINE; POWER SOURCE: BATTERY; DIGITS: 12; EL 531,	EA	1		
32	654004	CLIP PPR:BULL DOG;LG 100 MM;STEEL	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 100 MM; MATERIAL: STEEL	EA	1		
33	654005	CLIP PPR:BULL DOG;LG 125 MM;STEEL	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 125 MM; MATERIAL: STEEL	EA	1		
34	654008	CLIP PPR:BULL DOG;LG 32 MM;STEEL	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 32 MM; MATERIAL: STEEL, PACK OF 12	PACK	1		
35	654009	CLIP PPR:BULL DOG;LG 40 MM;STEEL	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 40 MM; MATERIAL: STEEL	EA	1		
36	654010	CLIP PPR:BULL DOG;LG 50 MM;STEEL	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 50 MM; MATERIAL: STEEL, PACK OF 12	PACK	1		
37	653999	CLIP:BULL DOG;75 MM;STEEL	CLIP: TYPE: BULLDOG; DIMENSIONS: 75 MM; MATERIAL: STEEL	EA	1		
38	653912	CLIP:FOLD BACK;32 MM;STL	CLIP: TYPE: FOLDBACK; DIMENSIONS: 32 MM; MATERIAL: STL, 12 PIECES	PACK	1		
39	653915	CLIP:FOLD BACK;41 MM;STL	CLIP: TYPE: FOLDBACK; DIMENSIONS: 41 MM; MATERIAL: STL, PACK OF 12	PACK	1		
40	653931	CLIP PPR:GEM; LG 50 MM;STL;C OLORED	CLIP, PAPER: TYPE: GEM; LENGTH: 50 MM; MATERIAL: STL; COLOR: COLORED, BOX OF 100	PACK	1		
41	653935	CLIP PPR:GEM; LG 33 MM;STL;SI LVER	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STL; COLOR: SILVER, BOX OF 100	PACK	1		
42	653944	CLIP	CLIP, PAPER: TYPE: GEM WAFY;	PACK	1		

		PPR:GEM WAFY;LG 78 MM;STL;SI LVER	LENGTH: 78 MM; MATERIAL: STL; COLOR: SILVER, BOX OF 50				
43	655441	CLIP PPR:GEM; LG 33 MM;STL;W HITE	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STL; COLOR: WHITE, BOX OF 100	PACK	1		
44	655422	CLIPBOAR D:WD 9 IN;LG 12 IN;MASONI TE	CLIPBOARD: WIDTH: 9 IN; LENGTH: 12 IN; MATERIAL: MASONITE	EA	1		
45	653960	CLIPBOAR D:WD 210 MM;LG 297 MM;PVC	CLIPBOARD: WIDTH: 210 MM; LENGTH: 297 MM; MATERIAL: PVC	EA	1		
46	653986	THIMBLE FNDR PROT:NO 1;RUBBER; RED	THIMBLE, FINGER PROTECTION: SIZE: NO 1; MATERIAL: RUBBER; COLOR: RED; 1 EA	EA	1		
47	652876	ORGANIZE R DESK:OFFI CE;ROUN D	ORGANIZER, DESK: TYPE: OFFICE; SHAPE: ROUND; DIVISIONS: 5 COMPARTMENT	EA	1		
48	655415	DIVIDER INDX:PAP ER;MANILL A 10 TAB;A4	DIVIDER, INDEX: MATERIAL: PAPER; TYPE: MANILLA 10 TAB; DIMENSIONS: A4;	EA	1		
49	650294	DIVIDER INDX:PVC; TAB 10 TAB;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: TAB 10 TAB; DIMENSIONS: A4; 6010;	EA	1		
50	650295	DIVIDER INDX:PVC; TAB 20;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: TAB 20; DIMENSIONS: A4; 6013;	EA	1		
51	650297	DIVIDER INDX:PVC; A-Z;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: A-Z; DIMENSIONS: A4; 6083;	EA	1		
52	650298	DIVIDER INDX:PVC; 1-5;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: 1-5; DIMENSIONS: A4; 6085;	EA	1		
53	650299	DIVIDER INDX:PVC; JAN-	DIVIDER, INDEX: MATERIAL: PVC; TYPE: JAN-DEC; DIMENSIONS: A4; 6089;	EA	1		

		DEC;A4					
54	650300	DIVIDER INDX:PVC; 1-10;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: 1-10; DIMENSIONS: A4; 6089;	EA	1		
55	650301	WALLET:D OCUMENT A4;POLY PROPYLE NE	WALLET: TYPE: DOCUMENT A4; MATERIAL: POLYPROPYLENE; B3436; WITH PRESS STUD	EA	1		
56	521491	ERASER BRD:DUST ER, WHITEBO ARD	ERASER, BOARD: TYPE: DUSTER, WHITEBOARD; DIMENSIONS: LG 145 X HG 55 MM; HOLDER MATERIAL: NON MAGNETIC; WIPE MATERIAL: PEEL OFF LAYERS; STATIONARY	EA	1		
57	655581	ERASER BRD:SMAL L, WHITE;LG 90 X HG 60 MM	ERASER, BOARD: TYPE: SMALL, WHITE; DIMENSIONS: LG 90 X HG 60 MM; HOLDER MATERIAL: NON METALIC; WIPE MATERIAL: PEEL OFF LAYERS	EA	1		
58	528274	FOLDER:P VC;A4;CAR RY;ASSOR TED;PLAS TIC	FOLDER: TYPE: PVC; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC; FLAP CLOSES SECURELY WITH STUD; CARRY PLASTIC ENVELOPE; 130 MICRON	EA	1		
59	535020	REFIL ERSR:ZER 2;RUBBER LATEX- FREE	REFILL, ERASER: TYPE: ZER 2; MATERIAL: RUBBER LATEX- FREE; PENTEL ZER2 CLIC	EA	1		
60	654499	FILE:EXPA NDER, OPTIMA 13;A4;PVC	FILE: TYPE: EXPANDER, OPTIMA 13; DIMENSIONS: A4; MATERIAL: PVC	EA	1		
61	17369	FILE STNRY:CO NCERTINA ;WD 350 X HT 230 MM	FILE, STATIONERY: TYPE: CONCERTINA; SIZE: WD 350 X HT 230 MM; MATERIAL: CARDBOARD; COLOR: LIGHT BROWN; INDEXED A TO Z AND 1 TO 31; SUPPLIED BY SUNLIGHT REF CCK 2M	EA	1		
62	158741	FILE STNRY:EX PANDABL E;WD 230 X LG 370 MM	FILE, STATIONERY: TYPE: EXPANDABLE; SIZE: WD 230 X LG 370 MM; MATERIAL: CARDBOARD; REFERENCE NO: W77; CONCERTINA FILE; COMPLETE WITH ENVELOPE FLAP; INDEXED FROM A TO Z	EA	1		

63	521503	FILE STNRY:BI NDER, FLIP;A4;PV C;CLEAR	FILE, STATIONERY: TYPE: BINDER, FLIP; SIZE: A4; MATERIAL: PVC; COLOR: CLEAR; CAPACITY: 10 POCKET	EA	1		
64	654170	FILE STNRY:FLI P 20 POCKET;A 4;PV;CLEA R	FILE, STATIONERY: TYPE: FLIP 20 POCKET; SIZE: A4; MATERIAL: PV; COLOR: CLEAR	EA	1		
65	654176	FILE STNRY:BI NDER FLIP 50 POCKET;A 4;PV	FILE, STATIONERY: TYPE: BINDER FLIP 50 POCKET; SIZE: A4; MATERIAL: PV; COLOR: CLEAR	EA	1		
66	654178	FILE STNRY:EX ECUTIVE FLIP 100 POCKET;A 4	FILE, STATIONERY: TYPE: EXECUTIVE FLIP 100 POCKET; SIZE: A4; MATERIAL: PVC; COLOR: BLACK	EA	1		
67	654187	FILE STNRY:EX ECUTIVE FLIP 100 POCKET;A 4	FILE, STATIONERY: TYPE: EXECUTIVE FLIP 100 POCKET; SIZE: A4; MATERIAL: PVC; COLOR: BLACK	EA	1		
68	655408	FILE STNRY:AR CH LEVER;A4; CARDBOA RD	FILE, STATIONERY: TYPE: ARCH LEVER; SIZE: A4; MATERIAL: CARDBOARD; COLOR: ASSORTED	EA	1		
69	655233	FILE STNRY:40 MM LEVER ARCH;A4; CARDBOA RD	FILE, STATIONERY: TYPE: 40MM LEVER ARCH; SIZE: A4; MATERIAL: CARDBOARD; COLOR: BLACK+E104:F104	EA	1		
70	654140	FILE STNRY:AR CH LEVER;40 MM;PV;BL ACK	FILE, STATIONERY: TYPE: ARCH LEVER; SIZE: 40 MM; MATERIAL: PV; COLOR: BLACK	EA	1		
71	655236	FILE STNRY:LE VER ARCH;A4;P V;GREEN	FILE, STATIONERY: TYPE: LEVER ARCH; SIZE: A4; MATERIAL: PV; COLOR: GREEN	EA	1		

72	516528	FILE STNRY:SUSPENSION ;A4;MANILLA PAPER	FILE, STATIONERY: TYPE: SUSPENSION; SIZE: A4; MATERIAL: MANILLA PAPER; COLOR: ASSORTED	EA	1		
73	654200	FILE STNRY:SWING CLIP;A4;POLYPROPYLENE	FILE, STATIONERY: TYPE: SWING CLIP; SIZE: A4; MATERIAL: POLYPROPYLENE; COLOR: ASSORTED	EA	1		
74	17417	FILE STNRY:ACCESSIBLE; PVC;BLACK	FILE, STATIONERY: TYPE: ACCESSIBLE; SIZE: WD 270 X LG 315 X THK 40 MM; MATERIAL: PVC; COLOR: BLACK; TWO RING BINDER	EA	1		
75	521489	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	1		
76	655230	LABEL:FLAG;WD 12 X LG 45 MM;ASSORTED	LABEL: TYPE: FLAG; SIZE: WD 12 X LG 45 MM; COLOR: ASSORTED; DESIGNATION: BLANK; MATERIAL: FILM MATERIAL	EA	1		
77	654286	PAD CHRT:FLIP ;WD 610 X LG 860 MM;WHITE	PAD, CHART: TYPE: FLIP; SIZE: WD 610 X LG 860 MM; COLOR: WHITE; SHEETS PER PAD: 30 SHT; DESIGN: PLAIN; DESIGNATION: BOARDROOM; NOMINAL BASIS WEIGHT: 500 G	EA	1		
78	654277	FOLDER:EXECUTIVE CONFERENCE;A5;CTP	FOLDER: TYPE: EXECUTIVE CONFERENCE; SIZE: A5; TAB POSITION: CTP; MATERIAL: LEATHER	EA	1		
79	654304	FOLDER:SECRET ERIAL, 2 SIDES OPEN;A4	FOLDER: TYPE: SECRET ERIAL, 2 SIDES OPEN; SIZE: A4; TAB POSITION: CARRY; MATERIAL: CARDBOARD	EA	1		
80	655898	FOLDER FILE:SCORED SLOT;A4;CARDBOARD	FOLDER, FILE: TYPE: SCORED SLOT; SIZE: A4; MATERIAL: CARDBOARD; COLOR: ASSORTED	EA	1		
81	650045	ADHESIVE :GLUE STICK;TUBE 40 G	ADHESIVE: TYPE: GLUE STICK; CONTAINER: TUBE 40 G	EA	1		

82	160217	ADHESIVE :SUPERGLUE;TUBE 3 G	ADHESIVE: TYPE: SUPERGLUE; CONTAINER: TUBE 3 G;	EA	1		
83	650044	ADHESIVE :GLUE CLEAR;TU BE 25 ML	ADHESIVE: TYPE: GLUE CLEAR; CONTAINER: TUBE 25 ML	EA	1		
84	539016	ADHESIVE :PRESTIK; 100 G	ADHESIVE: TYPE: PRESTIK; CONTAINER: 100 G	EA	1		
85	655294	BOX:TM55 STORAGE COLLAPSI BLE;WD 105;260	BOX: TYPE: TM55 STORAGE COLLAPSIBLE; WIDTH: 105; LENGTH: 380; DEPTH: 260; MATERIAL: CARDBOARD;	EA	1		
86	651774	LABEL:REI NFORCEM ENTS;14 MM;WHITE ;BLANK	LABEL: TYPE: REINFORCEMENTS; SIZE: 14 MM; COLOR: WHITE; DESIGNATION: BLANK; MATERIAL: PAPER	EA	1		
87	158735	TAPE ADHSV:MA GIC;WD 12 MM X LG 50 M	TAPE, ADHESIVE: TYPE: MAGIC; DIMENSIONS: WD 12 MM X LG 50 M; MATERIAL: ABS PLASTIC	EA	1		
88	650345	MARKER FELT TIP:BLACK	MARKER, FELT TIP: TYPE: HIGHLIGHTER, CD-DVD SCANNER; COLOR: BLACK	EA	1		
89	650346	MARKER FELT TIP:NON PERMANE NT;ASSOR TED	MARKER, FELT TIP: TYPE: NON PERMANENT; COLOR: ASSORTED; TIP TYPE: FINE	EA	1		
90	650347	MARKER FELT TIP:PAINT; ASSORTE D	MARKER, FELT TIP: TYPE: PAINT; COLOR: ASSORTED	EA	1		
91	650348	MARKER FELT TIP:PAINT; GOLD	MARKER, FELT TIP: TYPE: PAINT; COLOR: GOLD	EA	1		
92	650356	BOX:TM55 STORAGE COLLAPSI BLE;WD 105;260	MARKER, FELT TIP: TYPE: PAINT; COLOR: WHITE	EA	1		
93	650357	MARKER	MARKER, FELT TIP: TYPE:	EA	1		

		FELT TIP:PERM ANENT;AS SORTED	PERMANENT; COLOR: ASSORTED; TIP TYPE: FINE CHIP				
94	542407	MARKER FELT TIP:WHITE BOARD;AS SORTED	MARKER, FELT TIP: TYPE: WHITE BOARD; COLOR: ASSORTED; WALLET OF 12	EA	1		
95	655389	MARKER FELT TIP:PERM ANENT;AS SORTED	MARKER, FELT TIP: TYPE: PERMANENT; COLOR: ASSORTED; 70 EACH	EA	1		
96	17394	TAB INDX:SPE ED TAB;YELL OW LIGHT	TAB, INDEX: TYPE: SPEED TAB; MATERIAL: COVER PAPER PLASTIC ADHESIVE COVERED; COLOR: YELLOW LIGHT; SIZE: 55 X 10 MM	EA	1		
97	654812	PAD WRTG PPR:EXAM PUNCH;A4 ;BLACK;80; YES	PAD, WRITING PAPER: TYPE: EXAM PUNCH; SIZE: A4; COLOR: BLACK; PAGE QUANTITY: 80; RULED: YES; MARGINE: YES	EA	1		
98	654326	PAD WRTG PPR:POST IT;WD 35 X LG 51 MM MM	PAD, WRITING PAPER: TYPE: POST IT; SIZE: WD 35 X LG 51 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 100; RULED: NO; MARGINE: NO MARGINE	EA	1		
99	533129	PAD:POST -IT;SQ 76 MM;PAPE R	PAD: TYPE: POST-IT; DIMENSIONS: SQ 76 MM; MATERIAL: PAPER; YELLOW	EA	1		
100	654843	PAD WRTG PPR:FLAG S, POST IT;SQ 73 MM MM	PAD, WRITING PAPER: TYPE: FLAGS, POST IT; SIZE: SQ 73 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 683; RULED: NO; MARGINE: NO MARGINE	EA	1		
101	654845	PAD WRTG PPR:NEON , POST IT;SQ 76 MM MM	PAD, WRITING PAPER: TYPE: NEON, POST IT; SIZE: SQ 76 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 653; RULED: NO; MARGINE: NO MARGINE	EA	1		
102	533285	PAD WRTG PPR:NOTE S;SQ 76	PAD, WRITING PAPER: TYPE: NOTES; SIZE: SQ 76 MM MM; COLOR: YELLOW; PAGE QUANTITY: 1200; RULED: NO	EA			

		MM MM;YELLOW W	RULING; MARGINE: NO MARGINE				
103	535043	PEN BALL PNT:PENT EL SUPERB BK77 FINE;0.7	PEN, BALL POINT: TYPE: PENTEL SUPERB BK77 FINE; TIP SIZE: 0.7 MM; INK COLOR: BLACK; MANUF P/N: BL77; METAL TIP	EA	1		
104	650361	PEN BALL PNT:PENT EL;FINE MM;ORAN GE	PEN, BALL POINT: TYPE: PENTEL; TIP SIZE: FINE MM; INK COLOR: ORANGE	EA	1		
105	650362	PEN BALL PNT:PENT EL CLICK;1 MM;ASSO RTED	PEN, BALL POINT: TYPE: PENTEL CLICK; TIP SIZE: 1 MM; INK COLOR: ASSORTED, SET OF 5	PACK	1		
106	650363	PEN BALL PNT:PENT EL CRYSTAL; 1.0 MM	PEN, BALL POINT: TYPE: PENTEL CRYSTAL; TIP SIZE: 1.0 MM; INK COLOR: ASSORTED, PACK OF 5	EA	1		
107	542023	PEN CORCTN: WHITE;0.5 MM;7 ML;ZLC21- W	PEN, CORRECTION: INK COLOR: WHITE; TIP SIZE: 0.5 MM; RESERVOIR: 7 ML; TYPE: ZLC21- W; TIP MATERIAL: METAL	EA	1		
108	650389	PEN BALL PNT:BX V5 EXTRA FINE;0.5 MM	PEN, BALL POINT: TYPE: BX V5 EXTRA FINE; TIP SIZE: 0.5 MM; INK COLOR: ASSORTED; HI TECH, PACK OF 3	PACK	1		
109	650383	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, PACK OF 3	EA	1		
110	655444	LEAD PNCL:0.5 MM;HB	LEAD, PENCIL: DIAMETER: 0.5 MM; HARDNESS: HB	EA	1		
111	158751	LEAD PNCL:0.7 MM;HB;12	LEAD, PENCIL: DIAMETER: 0.7 MM; HARDNESS: HB; QUANTITY: 12; GRAPHITE	PACK	1		
112	655450	PENCIL:W OOD;B;BL ACK;STAE DTLER TRADITIO	PENCIL: MATERIAL: WOOD; HARDNESS: B; COLOR: BLACK; TYPE: STAEDTLER TRADITION, PACK OF 12	PACK	1		

		N					
113	655451	PENCIL MECH:CLU TCH;ASOR TED;0.7 MM	PENCIL, MECHANICAL: TYPE: CLUTCH; COLOR: ASORTED; DIAMETER: 0.7 MM; MATERIAL: PLASTIC	EA	1		
114	17448	PENCIL MECH:CLU TCH CUSHION POINT;0.5 MM	PENCIL, MECHANICAL: TYPE: CLUTCH CUSHION POINT; DIAMETER: 0.5 MM; MANUF P/N: S405; SCRIPTO SPRING ACTION	EA	1		
115	655480	PEN BALL PNT:BLG2 PILOT;1.0 MM;BLACK	PEN, BALL POINT: TYPE: BLG2 PILOT; TIP SIZE: 1.0 MM; INK COLOR: BLACK; 10 BROAD	EA	1		
116	655057	TACK:DRA WING;11 MM	TACK: TYPE: DRAWING; SIZE: 11 MM	EA	1		
117	538989	POCKET VSB INDX FILE:DOC UMENT;A4 ;CLEAR	POCKET, VISIBLE INDEX FILE: TYPE: DOCUMENT; SIZE: A4; COLOR: CLEAR; PLASTIC; A4	EA	1		
118	655626	PUNCH PPR:PREM IUM P240;6 MM;2;HAN D;HEAVY	PUNCH, PAPER: TYPE: PREMIUM P240; HOLE SIZE: 6 MM; HOLES: 2; OPERATED: HAND; DUTY: HEAVY	EA	1		
119	655624	PUNCH PPR:PREM IUM P215;6 MM;HAND; LIGHT	PUNCH, PAPER: TYPE: PREMIUM P215; HOLE SIZE: 6 MM; OPERATED: HAND; DUTY: LIGHT	EA	1		
120	655621	PUNCH PPR:PREM IUM,P225;6 MM;HAND; MEDIUM	PUNCH, PAPER: TYPE: PREMIUM,P225; HOLE SIZE: 6 MM; OPERATED: HAND; DUTY: MEDIUM	EA	1		
121	536456	PUNCH PPR:P425; 6 MM;4;HAN D;25 SHT	PUNCH, PAPER: TYPE: P425; HOLE SIZE: 6 MM; HOLES: 4; OPERATED: HAND; CAPACITY: 25 SHT; MATERIAL: DIE CAST METAL; MANUF P/N: P425	EA	1		
122	542374	DISPENSE R:POP UP NOTES	DISPENSER: TYPE: POP UP NOTES; SUPPL P/N: R330	EA	1		
123	650385	RULER:SH ATTERPR OOF;30	RULER: TYPE: SHATTERPROOF; SIZE: 30 CM	EA	1		

		CM					
124	650386	RULER:30 CM;SS	RULER: SIZE: 30 CM; MATERIAL: STAINLESS STEEL	EA	1		
125	650387	SCISSORS :LG 212 MM;ORANGE	SCISSORS: LENGTH: 212 MM; HANDLE COLOR: ORANGE	EA	1		
126	650388	SCISSORS :LG 212 MM;SMOKED	SCISSORS: LENGTH: 212 MM; HANDLE TYPE: SMOKED	EA	1		
127	650390	TAPE ADHSV:BUFF;WD 48 MM X LG 50 M;VINYL	TAPE, ADHESIVE: TYPE: BUFF; DIMENSIONS: WD 48 MM X LG 50 M; MATERIAL: VINYL; COLOR: CLEAR	EA	1		
128	650391	TAPE ADHSV:BUFF, SELLO;VINYL;CLEAR	TAPE, ADHESIVE: TYPE: BUFF, SELLO; DIMENSIONS: WD 48 MM X LG 100 M; MATERIAL: VINYL; COLOR: CLEAR	EA	1		
129	650392	TAPE ADHSV:SELLO;WD 12 X LG 66 MM;VINYL	TAPE, ADHESIVE: TYPE: SELLO; DIMENSIONS: WD 12 X LG 66 MM; MATERIAL: VINYL; COLOR: CLEAR	EA	1		
130	650393	TAPE ADHSV:SELLO;WD 24 X LG 66 MM;VINYL	TAPE, ADHESIVE: TYPE: SELLO; DIMENSIONS: WD 24 X LG 66 MM; MATERIAL: VINYL; COLOR: CLEAR	EA	1		
131	537374	REMOVER STPL:BANTEX	REMOVER, STAPLE: TYPE: BANTEX	EA	1		
132	655040	STAPLER: BUDDY;MINI	STAPLER: TYPE: BUDDY; STAPLE SIZE: MINI	EA	1		
133	655046	STAPLER: JUNO PLUS;210	STAPLER: TYPE: JUNO PLUS; STAPLE SIZE: 210	EA	1		
134	655051	STAPLER: HD;HD210	STAPLER: TYPE: HEAVY DUTY; STAPLE SIZE: HD210	EA	1		
135	654126	STAPLE:PAPER;23;WD 16 MM;10 MM	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 23; WIDTH: 16 MM; LEG LENGTH: 10 MM	EA	1		
136	655580	STAPLE:HD;23/6;WD	STAPLE: TYPE: HEAVY DUTY; COMMERCIAL SIZE: 23/6; WIDTH:	EA	1		

		6 MM	6 MM				
137	655068	STAPLE:GIANT;66/8;WD 8 MM	STAPLE: TYPE: GIANT; COMMERCIAL SIZE: 66/8; WIDTH: 8 MM	EA	1		
138	541840	STO AWAY 5 COMPARTMENT	SERVICE: TYPE: STO AWAY 5 COMPARTMENT	EA	1		
139	654102	FILE:CONTAINER,TIDY;A4;SOLID PLASTIC	FILE: TYPE: CONTAINER,TIDY; DIMENSIONS: A4; MATERIAL: SOLID PLASTIC	EA	1		
140	554229	FOLDER FILE:HD;A4;CARDBOARD;YELLOW	FOLDER, FILE: TYPE: HEAVY DUTY; SIZE: A4; MATERIAL: CARDBOARD; COLOR: YELLOW; FASTENER TYPE: TIDY CLIP; REFERENCE NO: 074007	EA	1		
141	17355	FILE STATIONERY:DEAVY DUTY;A4;CARDBOARD	FILE, STATIONERY: TYPE: DEAVY DUTY; SIZE: A4; MATERIAL: CARDBOARD; 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); REF 3210	EA	1		
142	655427	POCKET VSB INDEX FILE:TWIN LOCK;A4;PVC	POCKET, VISIBLE INDEX FILE: TYPE: TWINLOCK; SIZE: A4; COLOR: ASSORTED; MATERIAL: PVC	EA	1		
143	654490	SHEET:PVC;A4;TWIN LOCK FROSTED; CLEAR	SHEET: MATERIAL: PVC; DIMENSIONS: A4; TYPE: TWINLOCK FROSTED; COLOR: CLEAR, 100 IN PACK	PACK	1		
144	655428	POCKET VSB INDEX FILE:TWIN LOCK;A4;PVC	POCKET, VISIBLE INDEX FILE: TYPE: TWINLOCK; SIZE: A4; COLOR: CLEAR FROSTED; MATERIAL: PVC; PACK OF 100 IN PACK	PACK	1		
145	655913	BOARD MRKR:PLANT LOCATION ;MAGNETIC;METAL	BOARD, MARKER: TYPE: PLANT LOCATION; FACE TYPE: MAGNETIC; MATERIAL: METAL; COLOR: WHITE; WIDTH: 1.18 M; HEIGHT: 460 MM; THICKNESS: 18 MM;	EA	1		
146	655423	BOARD MRKR:PLA	BOARD, MARKER: TYPE: PLANT LOCATION; FACE TYPE:	EA	1		

		NT LOCATION ;SMOOTH; WHITE	SMOOTH; MATERIAL: ALUMINIUM PENTRAY; COLOR: WHITE; WIDTH: 1.2 M; HEIGHT: 1 M; THICKNESS: 18 MM;				
147	534267	CLEANER: WHITE BOARD PARROT;LI QD;250 ML	CLEANER: TYPE: WHITE BOARD PARROT; FORM: LIQUID; CONTAINER: 250 ML, PACK OF 6	PACK	1		
148	654409	BOX:STOR AGE, OFFSITE; WD 330 MM;LG 433 MM	BOX: TYPE: STORAGE, OFFSITE; WIDTH: 330 MM; LENGTH: 433 MM; DEPTH: 255 MM; MATERIAL: CARDBOARD;	EA	1		
149	655074	BOX:STOR AGE BANKERS KRAFT;WD 360 MM;265	BOX: TYPE: STORAGE BANKERS KRAFT; WIDTH: 360 MM; LENGTH: 460 MM; DEPTH: 265 MM; MATERIAL: FIBERBOARD;	EA	1		
150	654386	BOX:STOR AGE, JUMBO DOCUMEN T;WD 240 MM;70	BOX: TYPE: STORAGE, JUMBO DOCUMENT; WIDTH: 240 MM; LENGTH: 335 MM; DEPTH: 70 MM; MATERIAL: FIBERBOARD	EA	1		
151	655645	ERASER RUBR:PEN TEL ZE11T CLIC- ERASER	ERASER, RUBBER: DESIGN TYPE: PENTEL ZE11T CLIC- ERASER; USAGE DESIGN: PENCIL; COLOR: ASSORTED	EA	1		
152	655662	BOARD MRKR:20 PEOPLE IN AND OUT MAGNETIC	BOARD, MARKER: TYPE: 20 PEOPLE IN AND OUT MAGNETIC; FACE TYPE: SMOOTH; MATERIAL: METAL; COLOR: WHITE; WIDTH: 900 MM; HEIGHT: 600 MM; THICKNESS: 18 MM;	EA	1		
153	655661	FILE STNRY:GI ANT ARCH LEVER;A4; CARDBOA RD	FILE, STATIONERY: TYPE: GIANT ARCH LEVER; SIZE: A4; MATERIAL: CARDBOARD; COLOR: BLACK	EA	1		
154	655660	BOX FILG:A4;W D 30 MM;LG 297 MM;210 MM	BOX, FILING: TYPE: A4; WIDTH: 30 MM; LENGTH: 297 MM; DEPTH: 210 MM; MATERIAL: CARDBOARD; COVER COLOR: GREEN	EA	1		
155	655659	LABEL PRNTR:LA	LABEL, PRINTER: TYPE: LASER; MATERIAL: PAPER; LABEL SIZE:	EA	1		

		SER;PAPE R;WD 35 X LG 55 MM	WD 35 X LG 55 MM; COLOR: WHITE; QUANTITY: 21 ON A4 SHEET				
156	535140	MARKER FELT TIP:ASSO RTED	MARKER, FELT TIP: TYPE: HIGHLIGHTER SKYLIGHT WALLET; COLOR: ASSORTED; X3	EA	1		
157	540834	MARKER FELT TIP:HIGHLI GHTERS WALLET	MARKER, FELT TIP: TYPE: HIGHLIGHTERS WALLET; COLOR: ASSORTED; X6	EA	1		
158	655177	BOX FILG:TIDY LIGHTWEI GHT;WD 110 MM;260	BOX, FILING: TYPE: TIDY LIGHTWEIGHT; WIDTH: 110 MM; LENGTH: 370 MM; DEPTH: 260 MM; MATERIAL: CARDBOARD	EA	1		
159	654157	BOX FILG:TIDY HD BOX;WD 85 MM;LG 155 MM	BOX, FILING: TYPE: TIDY HD BOX; WIDTH: 85 MM; LENGTH: 155 MM; DEPTH: 235 MM; MATERIAL: CARDBOARD	EA	1		
160	654164	FILE:TIDY EXPANDA; A4;CARDB OARD	FILE: TYPE: TIDY EXPANDA; DIMENSIONS: A4; MATERIAL: CARDBOARD	EA	1		
161	655078	BOX:STOR AGE LEVER ARCH, JUMBO,TI DY;285	BOX: TYPE: STORAGE LEVER ARCH, JUMBO,TIDY; WIDTH: 340 MM; LENGTH: 460 MM; DEPTH: 285 MM; MATERIAL: CARDBOARD;	EA	1		
162	654246	BOX FILG:TIDY; WD 100 MM;LG 320 MM;220 MM	BOX, FILING: TYPE: TIDY; WIDTH: 100 MM; LENGTH: 320 MM; DEPTH: 220 MM; MATERIAL: CARDBOARD	EA	1		
163	538698	STAPLERS REXEL NO.56	SERVICE: TYPE: STAPLERS REXEL NO.56	EA	1		
164	655421	DIVIDER INDX:POL YPROPYL ENE;BANT EX 7 TABS	DIVIDER, INDEX: MATERIAL: POLYPROPYLENE; TYPE: BANTEX 7 TABS; DIMENSIONS: A4;	EA	1		
165	536636	TAPE EMBSG:BL ACK ON	TAPE, EMBOSING: COLOR: BLACK ON WHITE; NOMINAL WIDTH: 9 MM; NOMINAL	EA	1		

		WHITE;9 MM;9 MM;8 M	OVERALL THICKNESS: 9 MM; NOMINAL LENGTH: 8 M; MANUF P/N: MK221				
166	648840	CARDBOA RD SHT:PROJ ECT;A4;16 0 G/M2	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: A4; COLOR: PASTELL ASSORTED; NOMINAL BASIS WEIGHT: 160 G/M2; QTY 100	EA	1		
167	534227	TRAY SET DESK;3;LE TTER;CLE AR	TRAY SET, DESK: NUMBER IN SET: 3; TYPE: LETTER; COLOR: CLEAR; MATERIAL: MOULDED PLASTIC; SIZE: WD 235 X LG 320 MM; MANUF P/N: 9414; BANTEX	EA	1		
168	654279	FOLDER:P RESENTA TION 3210;A4;C ARRY	FOLDER: TYPE: PRESENTATION 3210; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC; ICVMS13	EA	1		
169	654281	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	1		
170	650395	TAPE CORCTN:5 MM;5 M;WHITE	TAPE, CORRECTION: NOMINAL WIDTH: 5 MM; NOMINAL LENGTH: 5 M; COLOR: WHITE	EA	1		
171	599973	FILE STNRY:AR CH LEVER;A4; PVC;WHIT E	FILE, STATIONERY: TYPE: ARCH LEVER; SIZE: A4; MATERIAL: PVC; COLOR: WHITE; SPECIAL FEATURES: FRONT SLEEVE 50 MM	EA	1		
172	655909	FILE STNRY:4 HOLE;A4;P VC;ASSOR TED	FILE, STATIONERY: TYPE: 4 HOLE; SIZE: A4; MATERIAL: PVC; COLOR: ASSORTED	EA	1		
173	652848	POUCH LMNTD:A3; THK 150 MM;GLOS S	POUCH, LAMINATED: SIZE: A3; THICKNESS: 150 MM; FINISH: GLOSS; PACK OF 100	PACK	1		
174	535499	STAND:CA STOR, FLIP CHART MAGNETIC	STAND: TYPE: CASTOR, FLIP CHART MAGNETIC	EA	1		
175	652851	STAMP:NU MBERING;	STAMP: TYPE: NUMBERING; TITLE: DELI 7506 6-BAND;	EA	1		

		DELI 7506 6-BAND					
176	650364	PEN:ROLLER BALL;ASS ORTED	PEN: TYPE: ROLLER BALL; COLOR: ASSORTED; BL G2 5 GEL	EA	1		
177	654311	PUNCH PPR:WIRO ;4.4 MM;A4;HA ND;150 PG	PUNCH, PAPER: TYPE: WIRO; HOLE SIZE: 4.4 MM; PAPER SIZE: A4; OPERATED: HAND; CAPACITY: 150 PG; M	EA	1		
178	652852	POUCH LMNTD:A2; THK 150 UM;GLOSS	POUCH, LAMINATED: SIZE: A2; THICKNESS: 150 UM; FINISH: GLOSS; GBC, PREM, MIC 100; 100 IN PACK	PACK	1		
179	655283	BINDER LSE LF:NORMA L;PLASTIC	BINDER, LOOSE LEAF: HOLDING DEVICE: TIDY FILES DISPO CLIPS OR SPAGHETTI CLIPS; SIZE: NORMAL; COVER MATERIAL: PLASTIC	EA	1		
180	540697	POUCH LMNTD:A4; THK 250 UM;CLEAR ;PACKET	POUCH, LAMINATED: SIZE: A4; THICKNESS: 250 UM; FINISH: CLEAR; PACKAGE TYPE: PACKET; PACKAGE QUANTITY: 100 IN PACK;	PACK	1		
181	655911	CARDBOA RD SHT:PROJ ECT;WD 210 X LG 297 MM	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: WD 210 X LG 297 MM; COLOR: WHITE; NOMINAL BASIS WEIGHT: 160 G/M2, PACK OF 10	PACK	1		
182	655901	BOARD MRKR:PAR ROT;MAG NETIC;ME TAL;WHIT E	BOARD, MARKER: TYPE: PARROT; FACE TYPE: MAGNETIC; MATERIAL: METAL; COLOR: WHITE; WIDTH: 1.5 M; HEIGHT: 1.2 M; THICKNESS: 18 MM;	EA	1		
183	655041	BOARD NTCE:CON CEALED;D ENIM BLUE;WD 900	BOARD, NOTICE: TYPE: PARROT NOTICE BOARD BULLETIN BOARD; MOUNTING TYPE: CONCEALED; MATERIAL: ANODISED ALUMINIUM FRAME; COLOR: DENIM BLUE; WIDTH: 900 MM; LENGTH: 1.2 M,	EA	1		
184	538036	STAPLE:P APER;WD NO 26/6;STL	STAPLE: TYPE: PAPER; WIDTH: NO 26/6; MATERIAL: STL; REXEL	EA	1		
185	655899	BOARD MRKR:PLA NT	BOARD, MARKER: TYPE: PLANT LOCATION; FACE TYPE: NON MAGNETIC; MATERIAL: PVC;	EA	1		

		LOCATION ;NON MAGNETIC	COLOR: WHITE; WIDTH: 3 M; HEIGHT: 1.2 M; THICKNESS: 18 MM;				
186	610283	FILE:LEVE R ARCH;A4;P VC;BLACK	FILE: TYPE: LEVER ARCH; DIMENSIONS: A4; MATERIAL: PVC; COLOR: BLACK	EA	1		
187	654297	BOOK EXRCS:WI RO;A4;100 PG;HARD; CARDBOA RD	BOOK, EXERCISE: TYPE: WIRO; COMMERCIAL SIZE: A4; PAGE QUANTITY: 100 PG; COVER TYPE: HARD; COVER MATERIAL: CARDBOARD	EA	1		
188	536645	DIVIDER INDX:PVC; FILE;A4	DIVIDER, INDEX: MATERIAL: PVC; TYPE: FILE; DIMENSIONS: A4; 1-31;	EA	1		
189	79359	DISPENSE R TAPE:1.5 IN;SS	DISPENSER, TAPE: TAPE SIZE: WD (6-20) X THK (0.5-0.75) MM; CORE SIZE: 1.5 IN; MATERIAL: STAINLESS STEEL	EA	1		
190	546605	PEN BALL PNT:BIC CLIC;1 MM;BLACK ;LIQD	PEN, BALL POINT: TYPE: BIC CLIC; TIP SIZE: 1 MM; INK COLOR: BLACK; INK TYPE: LIQUID; BARREL: SIDE PUSH BUTTON; 1 (ONE) EA = TO 1 (ONE) BOX OFF 60 (SIXTY) PENS	EA	1		
191	655132	FOLDER FILE:TIDY 160 GRAM LIGHT WEIGHT	FOLDER, FILE: TYPE: TIDY 160 GRAM LIGHT WEIGHT; SIZE: A4; MATERIAL: CARDBOARD; COLOR: CREAM	EA	1		
192	655884	ENVLP STNRY:NO WINDOW; C3;BROW N;SELF SEAL	ENVELOPE, STATIONERY: TYPE: NO WINDOW; COMMERCIAL SIZE: C3; COLOR: BROWN; CLOSURE METHOD: SELF SEAL	EA	1		
193	655229	BOX:A4 TIDE ARCHIVE; WD 330 MM;LG 245 MM	BOX: TYPE: A4 TIDE ARCHIVE; WIDTH: 330 MM; LENGTH: 245 MM; DEPTH: 110 MM; MATERIAL: CARDBOARD;	EA	1		
194	655761	STAPLE:P APER;23/1 7;WD 17 MM	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 23/17; WIDTH: 17 MM	EA	1		
195	655917	STAPLE:P APER;66/1 1;WD 13.15 MM	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 66/11; WIDTH: 13.15 MM	EA	1		

196	655918	STAPLE:P APER;66/1 4;WD 13 MM	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 66/14; WIDTH: 13 MM	EA	1		
197	725351	PAPER BOND:A4; WHITE;SH EET;80 G;PRINTIN G	PAPER, BOND: SIZE: A4; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G; SPECIFIC USE: PRINTING; PACKAGE TYPE: BOX; PACKAGE QUANTITY: 5	EA	1		
198	159155	PAPER BOND: A3; WHITE SHEETS	PAPER, BOND: SIZE: A3; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G/M2; 500 PER REAM, FOR USE ON CANON PHOTOCOPY MACHINE; SIZE: 297 MM WD X 420 MM LG	EA	1		
199		LOGITECH R400 WIRELESS PRESENT ATION REMOTE CONTROL	2 Laser, max output: less than 1m W, wave length: 640-660 nm (red light)	EA	1		
200	0663906	DIVIDER INDX:MANI LLA, 5 TAB	DIVIDER, INDEX: MATERIAL: MANILLA, 5 TAB; TYPE: CARD, THIN RAINBOW COLOR, NOT PRINTED; DIMENSIONS: A4; WD 210 X LG 297 MM;	EA	1		
201		Brother P- touch laminated labelling tape black on white 12mm x 8m	Brother P-touch laminated labelling tape black on white 12mm x 8m TZE-231 Product Code: 202188 Waltons	EA	1		

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

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

Supply and Delivery of Stationary on an as and when basis

Specification and description of the *goods*

Stationary list as per C2.2 Pricing Schedule

1. Management strategy and start up.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	In person or on-line	<i>Employers Agent, Consultant and Contracts Management</i>
Overall contract progress and feedback	Monthly	In person or on-line	<i>Employer Agent, Consultant</i>
Quarterly Contracts Management Meetings	Quarterly	In person or on-line	<i>Employers Agent, Consultant and Contracts Management</i>
SLA Meetings	Monthly on	In person or on-line	<i>Employers Agent, Consultant and Contracts Management</i>

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

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

2. Documentation control

Retention of documents

Clause 13.6 states that the *Consultant* retains copies of drawings, specifications, reports and other documents which record the services in the form stated in the Scope. Records such as contracts, addendums, task orders, work completion certificates, reports etc. must be retained in PDF format. Working files, such as drawings, designs, correspondence, information etc. must be retained in its original file format

or hard copy where applicable. Note the time period for which the *Consultant* is to retain such documents is five years after the completion date of the contract.

3. Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints [

4. Health and safety

The *Consultant* shall comply with the Health and Safety requirements as contained in the Occupational Health and Safety Act 85 of 1993 including its applicable Regulations. Furthermore, *Consultant* shall be required to comply to Eskom's SHEQ policy, procedures and Eskom Life Saving rules.

Consultant to adhere to Eskom Site Safety requirements and ensure that a Safety File is available at every site where scope of works is being executed.

Consultant to ensure supervision of works at all times and works are carried out as per approved *Consultant* Health and Safety plan.

5. Quality Management

System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system. Clause 40.2 requires that the *Consultant* provide a quality policy statement and quality plan. These submissions have been reviewed by the *Employer*, they comply with the scope and have been accepted. The *Consultant* must ensure the quality management system, quality policy and quality plan are maintained through the duration of this contract.

6. SDL&I

Supplier Development Localisation and Industrialisation Obligations

ANNEXURE A: INVOICE & PAYMENT INFORMATION

1. Payment Terms

- Invoices are paid per contract payment terms, counted from the date Eskom receives a **valid VAT invoice**.
- Payment is made via EFT.

2. Ordering & Invoice Submission

Must-have on every invoice:

- **Valid purchase order (PO) number**
- Your **VAT registration number**
- Eskom's VAT number: **4740101508**
- **Line-by-line match** with PO: units, pricing, totals (excl. & incl. VAT)
- **Vendor bank details**
- Explicit **payment terms** matching the PO

Important to note:

- Do **not** deliver goods/services without an Eskom PO.
- Payment requires evidence of delivery: delivery note, works completion certificate, or timesheet. Where CPI/ROE is applicable, calculations sheets are required as evidence.
- Ensure your **remittance contact info** is accurate.

3. Invoice Delivery Channels

- **Local invoices** (SA-based vendors): **invoiceseskomlocal@eskom.co.za**
- **Foreign/international invoices**: send to your designated **contract advisor**

4. Email requirements:

- Subject line: your **vendor number** only
- One PDF per email, file named as your **invoice number**
- If claiming CPA or ROE adjustments:
 - Send **separate PDF** per claim type
 - Attach **signed calculation sheet** in the same PDF (making it a single document when sending on email)

5. Annual Compliance Documents

Submit yearly to **VendorMDM@eskom.co.za**, before expiry:

- Valid **B-BBEE certificate/affidavit**
- **COIDA** letter of good standing
- **Tax clearance certificate**
- Updated **CIPC documentation** for any director changes
- Confirm your information is current on the **National Treasury CSD**

Non-compliance could lead to vendor number suspension.

- Do **not reply** to **crm_mdm@eskom.co.za** – it's a **no-reply** system email.
-

6. SDL&I obligations

- Failure to meet the SDL&I obligations will result in contracted retention 2.5% to be deducted on every invoice until obligations are met.
- The retention value and % will have to be reflected on the Tax invoice submitted to Eskom.

7. Payment Queries

- Use **Finance Shared Services (FSS) Contact Centre** for any invoice queries:
 -  **FSS@eskom.co.za**
 -  **011 800 5060**

Why This Matters

Eskom may **withhold payments** if invoices:

- Are inaccurate or missing required fields
- Lack supporting documentation
- Don't comply with PO or legal/tax specifications
- Vendor number is blocked

Final Checklist Before Sending an Invoice:

Item	✓
Eskom PO number included	☐
Vendor & Eskom VAT numbers	☐
Total amounts (excl. VAT, VAT, incl. VAT) correct	☐
Billing units & prices match PO	☐
Remittance info accurate	☐
Single PDF, properly named & emailed correctly	☐
If applicable, CPA/ROE calculation sheet attached	☐
Delivery evidence ready (delivery note, certificate, timesheet)	☐