Eskom
National Transmission
Company South Africa ™

NEC3 Supply Contract (SC3)

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

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

for **SUPPLY AND DELIVERY OF STATIONERY ITEMS WITHIN THE SOUTHERN GRID, ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 3 YEARS.**

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

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The supply and delivery of stationery items within the Southern Grid on an "and as" when required basis for a period of 3 years.

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

	The offered total of the Prices exclusive of VAT is	**Rates Based**
	Value Added Tax @ 15% is	**Rates Based**
	The offered total of the amount due inclusive of VAT is[1]	**Rates Based**
	Rates based	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

The supply and delivery of stationery items within the Southern Grid on an "and as" when required basis for a period of 3 years

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)		Lena Mothata	
Capacity		Senior Manager- Southern Grid	
for the Purchaser	**NTCSA SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**		
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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

The supply and delivery of stationery items within the Southern Grid on an "and as" when required basis for a period of 3 years

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		Lena Mothata
Capacity		Senior Manager- Southern Grid
On behalf of	*(Insert name and address of organisation)*	**NTCSA SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		X18: Limitation of liability
		X20: Key Performance Indicators
		Z: *Additional conditions of contract*
	of the NEC3 Supply Contract (April 2013) [2]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The *Purchaser* is (name):	**NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1	The *Supply Manager* is (name):	**Lungile Mathetha**
	Address	**120 Henry Street, Bloemfontein**
	Tel	**031 710 5334**
	e-mail	**mtambol@ntcsa.co.za**
11.2(13)	The *goods* are	**The supply and delivery of stationery items to Harvard Substation within the Southern Grid on an "and as" when required basis**
11.2(13)	The *goods* are	**stationery items to various areas within the Southern Grid on an "and as" when required basis**
11.2(14)	The following matters will be included in	**Strikes**

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

	the Risk Register	**[●]**
11.2(15)	The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
11.2(15)	The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Supplier's* main responsibilities**	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**
23.1	The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order.	**Yes**
23.1	If the *goods* are instructed by Batch Order,	
	the batch order interval is	**as and when' Required**
	the end date is	**TBC**
	the quantity range of *goods* in a batch is	**from [●] to [●]**
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *delivery date* of the *goods* and *service*s is:	**The delivery date is identified in the Batch Order**
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**[no data required]**
31.1	The *Supplier* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**2 weeks.**
4	**Testing and defects**	
42	The *defects date* is	**5 days after Delivery.**
43.2	The *defect correction period* is	**1 day**
42.2	The *defects access period* is	**3 days**
5	**Payment**	
50.1	The *assessment interval* is	**between the25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**

51.2	The period within which payments are made is	**4 weeks.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands 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 *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
7	**Title**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**1. [●]** **2. [●]** **3. [●]**
88.1	The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**R0.0 (zero Rand)**
88.2	For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event**

		and **(2) for all other existing *Purchaser's* property the applicable deductible as at contract date**

9 Termination and dispute resolution

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

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The *base date* for indices is	**[●].**		
	The proportions used to calculate the Price Adjustment Factor are:	**proportion**	**linked to index for**	**Index prepared by**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**

		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		[●]	**non-adjustable**	
		1.00		
X2	**Changes in the law**			
X2.1	A change in the law of	**[●] is a compensation event if it occurs after the Contract Date**		
X3	**Multiple currencies**			
X3.1	The *Purchaser* will pay for these items in the currencies stated	**Items**	**Other currency**	**Total maximum payment in the currency**
		[●]		
		[●]		
		[●]		
X3.1	The *exchange rates* are those published in	**[●] on [●] (date)**		
		The items will be paid in the other currency **- to a foreign Bank account nominated by the *Supplier*** **- to a valid SARB approved CFC account in South Africa** **- in accordance with an alternative payment method agreed with the *Purchaser* 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 *Client* 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 *Client's objective* is:	**[●]**	
X13	**Performance bond**		
X13.1	The amount of the performance bond is	**R [●]**	
X14	**Advanced payment to the *Supplier***		
X14.1	The amount of the advanced payment is	**R[●].**	
X14.2	An advanced payment bond	**is /is not required.**	
X14.3	The *Supplier* repays the instalments in assessments starting not less than	**[●] weeks after the Contract Date.**	
X14.3	The instalments are	**R[●] (either an amount or a percentage of the payment otherwise due)**	
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 *incentive schedule* 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 *additional conditions of contract* are**	**Z1 to Z15 always apply for NTCSA**	

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

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

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

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

Z4 Confidentiality

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

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

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

it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser*'s VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

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

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

INSURANCE TABLE A

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

Z _13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

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

Business Interruption	
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

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

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

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

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

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

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

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

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

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

OEL means occupational exposure limit.

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

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

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

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

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

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

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

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

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

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

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

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

31.1	The programme identified in the Contract Data is contained in:	
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**%**

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The *price schedule*	**7**

C2.1 Pricing assumptions

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

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

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

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

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 *service*s are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UNIT	QUANTITY	RATE
		TRANSPORTATION			
1		Cost of transport/travelling for normal LDV(Toll fees to be allowed for in tendered rates)	km	1	
2		Transport cost are charged as per the business office to task point			
		STATIONARY			
3		ADHESIVE:GLUE STICK PRITT 43G	ea	1	
4		ADHESIVE:PRESTIK 100G;PRESTIK 100G	ea	1	
5		BIN WST:DUST;RED	ea	1	
6		BINDER LSE LF:2 RING;P/P;VARIOUS	ea	1	
7		BINDER:SLIDE;10 MM	ea	1	
8		BOARD MRKR:WHITEBOARD	ea	1	
9		BOND:WHT PAPER,A4,80G x 5	ea	1	
10		BOOK DSPLY:FLIP FILE,A4,10 POCKET	ea	1	
11		BOOK DUPL:A4;1;100;1 WHITE AND 1 GREEN	ea	1	
12		BOOK DUPL:BATTERY INSPECTION;A4;WHITE	ea	1	
13		BOOK BUS BAR CHANGE OVER(250) NON DUPLICATE, A4	ea	1	
14		BOOK DUPL:EQUIPMENT TOOL LIST;2;100	ea	1	
15		BOOK DUPL:INSPECTION ARIAL;A4;2;100;PINK	ea	1	
16		BOOK DUPL:MINI RISK ASSESSMENT;A6;2;50	ea	1	
17		BOOK DUPL:OPERATING INSTRUCTION;A4;2	ea	1	
18		BOOK DUPL:RISK ASSESMENT;A4;WHITE;GREY	ea	1	
19		BOOK DUPL:WORK PERMIT BOOK;50;WHITE	ea	1	
20		BOOK DUPL:SUBSTATION LOG BOOK, A3, NON DUPLICATE	ea	1	
21		BOOK VEHICLE PRE-INSPECTION,A2	ea	1	
22		BOOK EXRCS:2 QUIRE;A4;192;HARD;PAPER	ea	1	

23		BOOK EXRCS:3-QUIRE;A4;288;HARD;BLACK	ea	1
24		BOOK EXRCS:A4;HARD	ea	1
25		BOOK EXRCS:A5;144 PG;SOFT;BLUE	ea	1
26		BOOK EXRCS:INDEX;A4;192;HARD;BLACK;PLACK	ea	1
27		BOOK REC:PERMIT;A4;50 SETS	ea	1
28		BOOK:COUNTER A4 F/M 192 PAGE 2 QUIRE;A4	ea	1
29		BOOK:REGISTER;RISK ASSESSMENT;A4;100	ea	1
30		BOOK:STANDARD PADDED;DIARY;A5;HARDCOVER	ea	1
31		BOX: COLLAPSIBLE STORAGE, TREELINE, TM55	ea	1
32		CABINET FILE:LEVER ARCH FILING;HT 720 MM	ea	1
33		CALCULATOR OFFC:DESKTOP;BATTERY	ea	1
34		CALCULATOR: DESKTOP, LS80 TE,EA	ea	1
35		CALCULATOR:CD2388 12 DIGIT LARGE DESKTOP	ea	1
36		CALENDAR:YEAR PLANNER	ea	1
37		CHARGER BATT:P BEN	ea	1
38		CLEANER:WHITEBOARD CLEANER;LIQD;BOTTLE	ea	1
39		CLEANER:WHITEBOARD;LIQD;PLASTIC BOTTLE	ea	1
40		CLIP PPR:CROXLEY PAPER CLIPS;LG 77 MM	ea	1
41		CLIP PPR:FOLDBACK CLIPS 19MM NEXX;BLACK	ea	1
42		CLIP:BONDING;WD 38 X LG 44 X THK 1.2 MM	ea	1
43		CLIPBOARD:BRIGHT;A4	ea	1
44		CLIPBOARD:WD 0.0;LG 0.0;MASONITE;VARIOUS	ea	1
45		CLIPBOARD:WD 210 MM;LG 297 MM;PVC	ea	1
46		CORRECTION FLUID:PAPER;WHITE	ea	1
47		DISPENSER:SELLOTAPE HOLDER	ea	1
48		DIVIDER INDX:FILE DIVIDERS 1 TO 10	ea	1
49		DIVIDER INDX:PVC COLOURS 10;A4	ea	1
50		DIVIDER INDX:PVC;A-Z;A4	ea	1
51		DIVIDER INDX:PVC;FILE 10 TAB;A4	ea	1
52		DIVIDER INDX:PVC;FILE 1-31;A4	ea	1
53		DIVIDER INDX:PVC;JAN-DEC;A4	ea	1
54		DIVIDER INDX:PVC;JAN-DEC;A4	ea	1

55		DUSTER: WHITE BOARD, LARGE ,EA	ea	1
56		ENVELOPE:A4;BUSINESS	ea	1
57		ERASER BRD:DUSTER CHALK WHITEBOARD WOOD	ea	1
58		ERASER BRD:WHITE BOARD, LARGE	ea	1
59		ERASER RUBR:SLEEVED;LARGE;MANUAL;WHITE	ea	1
60		Extra Fine Point, correction pen	ea	1
61		FILE STNRY:40MM LEVER ARCH;A4;CARDBOARD	ea	1
62		FILE STNRY:ARCH LEVER;A4;CARDBOARD	ea	1
63		FILE STNRY:FILE DIVIDERS A-Z;A4;PLASTIC	ea	1
64		FILE STNRY:FLIP 20 POCKET;A4;PLASTIC	ea	1
65		FILE STNRY:FLIP 30 POCKET;A4;PLASTIC	ea	1
66		FILE STNRY:POCKET;A4;PVC;CLEAR;100	ea	1
67		FILE:FLIP POCKET 20,A4,PLASTIC,CLEAR	ea	1
68		FILE:LEVER ARCH;70 MM;POLYPROP	ea	1
69		FILE:QUOTATION FOLDER;A4;PVC;BLUE	ea	1
70		FILM:CALENDERED WHITE;WD 0.610 X LG 50	ea	1
71		FOLDER FILE:EXTRA HEAVYWEIGHT;A4;	ea	1
72		HARDCOVER ; INDEX, SIZE ;A4 ,192 PAGES	ea	1
73		HARDCOVER: A5, 192 PAGES	ea	1
74		HIGHLIGHTER ,ASSRTD COLOURS	ea	1
75		INDEX SHEET SET LSE LF BNDR:A-Z;A4;PVC	ea	1
76		INSTL SGN:LABELLING;METAL	ea	1
77		LABEL:460X230;BLACK AND WHITE;SAFETY	ea	1
78		LABEL:460X230;ORANGE AND BLACK;S	ea	1
79		LEAD PNCL:0.5 MM;0;40;LEAD	ea	1
80		LMNT DOC:A1;CLEAR GLOSS	ea	1
81		MARKER FELT TIP SET:HIGHLIGHTER;GREEN;10	ea	1
82		MARKER FELT TIP SET:HIGHLIGHTERS;6	ea	1
83		MARKER FELT TIP SET:LUXOR HIGHLIGHTER;4	ea	1
84		MARKER FELT TIP SET:WHITEBOARD WALLET;12	ea	1
85		MARKER FELT TIP SET:WHITEBOARD WB15;10;2	ea	1
86		MARKER FELT TIP:NON PERMANENT;BLACK;FINE	ea	1

87		MARKER FELT TIP:PERMANENT;ASSORTED	ea	1
88		MARKER FELT TIP:SET, PERMANENT;VARIOUS	ea	1
89		MARKER FELT TIP:WHITE BOARD;ASSORTED	ea	1
90		MARKER: PAINT ,ASSRTD COLOURS, EA	ea	1
91		OARD MRKR:PARROT;MAGNETIC;METAL;WHITE	ea	1
92		ORGANIZER DESK:OFFICE;ROUND;15;BLACK	ea	1
93		PAD DESK:4X4X4 MM;VARIOUS COLOURS	ea	1
94		PAD DESK:INFO NOTES;75x75mm MM	ea	1
95		PAD WRTG PPR:EXAMINATION PAD;A4;WHITE	ea	1
96		PAD WRTG PPR:VARIOUS;100;NO;NO	ea	1
97		PAINT:PMUC PAINT MARKER;WHITE;SMOOTH	ea	1
98		PAPER BOND:A3;WHITE;SHEET;80 G/M2;REAM	ea	1
99		PAPER BOND:A4;WHITE;SHEET;80 G/M2;REAM	ea	1
100		PAPER BOND:A4;WHITE;SHEET;80 G/M2;BOX (REAM x5)	ea	1
101		PEN BALL PNT:BIC CLIC;1 MM;RED;LIQD	ea	1
102		PEN BALL PNT:BIC;1 MM;BLACK	ea	1
103		PEN BALL PNT:PENTEL CRYSTAL MM;BLACK	ea	1
104		PEN BALL PNT:PILOT V;0.7 MM;BLACK	ea	1
105		PEN BALL PNT:REFILLABLE;M;BLACK;LIQD	ea	1
106		PEN BALL PNT:REFILLABLE;M;RED;LIQD	ea	1
107		PEN CORCTN:WHITE;20ML;TIPPEX	ea	1
108		PEN CORCTN:WHITE;efp MM;BOTTLE	ea	1
109		PEN: G2 ENERGE, BL G2 ,PILOT,10 BROAD	ea	1
110		PEN: VBALL, PILOT, 0.7MM	ea	1
111		PEN: VBALL, PILOTx 2BOX	ea	1
112		PEN:BIC;BLACK	ea	1
113		PEN:HYBRID GEL,GRIP,ASSORTED COLORS,EA	ea	1
114		PEN:PENTAL SUPERB BALLPOINT;BLACK	ea	1
115		PEN:PENTAL SUPERB BALLPOINT;BLUE	ea	1
116		PEN:PENTAL SUPERB BALLPOINT;RED	ea	1
117		PEN:PENTAL SUPERBBALLPOINT;BLACK	ea	1
118		PEN:PENTEL HYBRID;BLACK	ea	1

119		PEN:PENTEL PEN ENERGEL ROLLERBALL 0.7MM	ea	1
120		PEN:RETRACTABLE BALL POINT 1.0MM;BLACK	ea	1
121		PENCIL MECH:CLUTCH PENCIL REFILL;BLACK	ea	1
122		PENCIL MECH:PILOT H-245 SHAKER PENCIL	ea	1
123		PENCIL MECH:TECHNICLICK	ea	1
124		PENCIL:GRAPHITE LEAD;HB;BLACK;HB	ea	1
125		PENCIL:HB	ea	1
126		PENCIL:LEAD;2B;BLACK;BLUE BOX HB	ea	1
127		PENCIL:PENCIL CLUTCH 0.5MM;N/A;CLEAR	ea	1
128		PENCIL:PENTEL PENCIL CLUTCH 0.5MM;0.5 MM	ea	1
129		PENCIL:WOODEN;VARIOUS;LEAD;RUBBER TIPPED	ea	1
130		PIN DOWL:100 MM;LG 35 MM;STL;STATIONERY	ea	1
131		PIN DOWL:D5105184F15;1 MM;LG 7 MM;STL	ea	1
132		POCKET VSB INDX FILE:A4;CLEAR;PLASTIC	ea	1
133		PUNCH PIN:PAPER PUNCHER TREELINE;40 pg	ea	1
134		PUNCH PPR:HD	ea	1
135		PUNCH PPR:PREMIUM P215;6 MM;HAND;LIGHT	ea	1
136		PUNCH: HEAVY DUTY PREMIUM ,P240,EA	ea	1
137		REFILL MEMO CUBE:WHITE	ea	1
138		REMOVER STPL:2 CLAW REXEL EXTRACT IT	ea	1
139		REMOVER STPL:BANTEX	ea	1
140		REMOVER STPL:CLAW;CHROME-PLATED STEEL	ea	1
141		RULER SCAL:RULER 30CM;RULER;RULER	ea	1
142		RULER:SHATTERPROOF;30 CM;PVC	ea	1
143		RULER:TREFOIL;30 CM	ea	1
144		SCISSORS: SMOKED HANDLE, 212MM, EACH	ea	1
145		SCISSORS:BLUNT NOSE;LG 100 MM;55 MM;SS	ea	1
146		SCISSORS:LG 220 MM;ORANGE	ea	1
147		SCISSORS:STRAIGHT SHARP;LG 210;85;SS;1	ea	1
148		SHREDDING OF ESKOM DOCUMENTS	ea	1
149		SLEEVE:NEXX A4 FILE POCKET 50'S 80MIC;A4	ea	1
150		STAPLE:REXEL STAPLES STANDARD;NO 56;STL	ea	1

151		STAPLE:STAPLES GENMES;WD 26/6 MM;STL;BOX	ea	1	
152		STAPLER:BUDDY;MINI	ea	1	
153		STAPLER:FULLSTRIP;26/6;BLACK;METAL;40	ea	1	
154		STAPLER:HD;GIANT	ea	1	
155		STAPLER:MANUAL STD OFFICE;NO 56, 26/6	ea	1	
156		STAPLER:PAPER;24/6 OR 26/6;2-15 OR 2-20	ea	1	
157		STAPLER:REXEL OFFICE SQUALE;56	ea	1	
158		STAPLER:STATIONERY;NO 56	ea	1	
159		SUPPLY STATIONARY NOTE BOOKS	ea	1	
160		SUPPORT SET STACKG DESK TRAY	ea	1	
161		TAPE ADHSV:DOUBLE SIDED,POLYTHENE,WHITE	ea	1	
162		TAPE ADHSV:DOUBLE SIDED;ADHESIVE TAPE	ea	1	
163		TAPE ADHSV:INSUL;PVC;BLACK	ea	1	
164		TAPE ADHSV:INSUL;PVC;RED	ea	1	
165		TAPE ADHSV:MASKING;WD 24 MM X LG 40 M;75	ea	1	
166		TAPE ADHSV:SELLO;WD 12 X LG 66 MM;VINYL	ea	1	
167		TAPE EMBSG:BLACK ON WHITE;18 MM;8 M	ea	1	
168		TAPE:LABELLING;WD 36MM X LG 8M;PLASTIC	ea	1	
169		TAPE:SELLOTAPE PACKAGING BUFF;48x100 MM	ea	1	
170		TAPE:TRANSPARENT,48MM X 50M MM,PLASTIC	ea	1	
171		TRAY SET DESK:3;LETTER;CLEAR	ea	1	
172		WALLET: DOCUMENT, A4, B3436	ea	1	
0		**TOTAL CARRIED TO SUMMARY**			

Total of the Prices

Notes to the Price List

Notes to the Price List

1. The rates exclude VAT.
2. The rates will be fixed and firm for the first 12 months of the contract.
3. The prices are subject to Contract Price Adjustment (CPA) thereafter and are applicable to this contract from the contract inception date and escalated one month prior to delivery on a monthly basis for the duration of the contract.

4. The base date for indices is _____ 2026 and the cut-off date is One (1) month prior to delivery.
5. Note that only 85% subjected to escalation and 15% is fixed.
6. Proportion linked to the index for Price
   6.1. Transportation - Statistics SA | Consumer Price Index (CPI) Table D - 3
   6.2. Stationary - SEIFSA Index | Road Freight Costs Table L-1(A)
7. Escalation of rates may be applied for by the *Supplier* in writing, for each escalation period.
8. The escalation will only be applicable from the date of approval.
9. The books listed in item 18 to consist of 100-page A4 hard cover books with 100 duplicate copies, provision should be made for printing and binding these books.

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	*Employer*'s Service Information	
	Total number of pages	

PART 3: SCOPE OF WORK

Goods Information

The purpose of this contract is to appoint a suitably qualified *Supplier* to supply and deliver stationery items to the *Purchaser* within the Harvard substation within the Southern Grid, on an as and when required basis.

1. Description of the *goods*

The *Purchaser* requires the *Supplier* to supply and deliver the stationery items below on an as and when required basis at the following address:

Harvard Substation
Koppie Road
Bloemfontein
9301

ITEM NO	SHORT DESCRIPTION	UNIT	
	TRANSPORTATION		
1	Cost of transport/travelling for normal LDV(Toll fees to be allowed for in tendered rates)	km	
2	Transport cost are charged as per the business office to task point		
	STATIONARY		
3	ADHESIVE:GLUE STICK PRITT 43G	ea	
4	ADHESIVE:PRESTIK 100G;PRESTIK 100G	ea	
5	BIN WST:DUST;RED	ea	
6	BINDER LSE LF:2 RING;P/P;VARIOUS	ea	
7	BINDER:SLIDE;10 MM	ea	
8	BOARD MRKR:WHITEBOARD	ea	
9	BOND:WHT PAPER,A4,80G x 5	ea	
10	BOOK DSPLY:FLIP FILE,A4,10 POCKET	ea	
11	BOOK DUPL:A4;1;100;1 WHITE AND 1 GREEN	ea	
12	BOOK DUPL:BATTERY INSPECTION;A4;WHITE	ea	
13	BOOK BUS BAR CHANGE OVER(250) NON DUPLICATE, A4	ea	
14	BOOK DUPL:EQUIPMENT TOOL LIST;2;100	ea	1

15	BOOK DUPL:INSPECTION ARIAL;A4;2;100;PINK	ea	1	
16	BOOK DUPL:MINI RISK ASSESSMENT;A6;2;50	ea	1	
17	BOOK DUPL:OPERATING INSTRUCTION;A4;2	ea	1	
18	BOOK DUPL:RISK ASSESMENT;A4;WHITE;GREY	ea	1	
19	BOOK DUPL:WORK PERMIT BOOK;50;WHITE	ea	1	
20	BOOK DUPL:SUBSTATION LOG BOOK, A3, NON DUPLICATE	ea	1	
21	BOOK VEHICLE PRE-INSPECTION,A2	ea	1	
22	BOOK EXRCS:2 QUIRE;A4;192;HARD;PAPER	ea	1	
23	BOOK EXRCS:3-QUIRE;A4;288;HARD;BLACK	ea	1	
24	BOOK EXRCS:A4;HARD	ea	1	
25	BOOK EXRCS:A5;144 PG;SOFT;BLUE	ea	1	
26	BOOK EXRCS:INDEX;A4;192;HARD;BLACK;PLACK	ea	1	
27	BOOK REC:PERMIT;A4;50 SETS	ea	1	
28	BOOK:COUNTER A4 F/M 192 PAGE 2 QUIRE;A4	ea	1	
29	BOOK:REGISTER;RISK ASSESSMENT;A4;100	ea	1	
30	BOOK:STANDARD PADDED;DIARY;A5;HARDCOVER	ea	1	
31	BOX: COLLAPSIBLE STORAGE, TREELINE, TM55	ea	1	
32	CABINET FILE:LEVER ARCH FILING;HT 720 MM	ea	1	
33	CALCULATOR OFFC:DESKTOP;BATTERY	ea	1	
34	CALCULATOR: DESKTOP, LS80 TE,EA	ea	1	
35	CALCULATOR:CD2388 12 DIGIT LARGE DESKTOP	ea	1	
36	CALENDAR:YEAR PLANNER	ea	1	
37	CHARGER BATT:P BEN	ea	1	
38	CLEANER:WHITEBOARD CLEANER;LIQD;BOTTLE	ea	1	
39	CLEANER:WHITEBOARD;LIQD;PLASTIC BOTTLE	ea	1	
40	CLIP PPR:CROXLEY PAPER CLIPS;LG 77 MM	ea	1	
41	CLIP PPR:FOLDBACK CLIPS 19MM NEXX;BLACK	ea	1	
42	CLIP:BONDING;WD 38 X LG 44 X THK 1.2 MM	ea	1	
43	CLIPBOARD:BRIGHT;A4	ea	1	
44	CLIPBOARD:WD 0.0;LG 0.0;MASONITE;VARIOUS	ea	1	
45	CLIPBOARD:WD 210 MM;LG 297 MM;PVC	ea	1	
46	CORRECTION FLUID:PAPER;WHITE	ea		

47	DISPENSER:SELLOTAPE HOLDER	ea	
48	DIVIDER INDX:FILE DIVIDERS 1 TO 10	ea	
49	DIVIDER INDX:PVC COLOURS 10;A4	ea	
50	DIVIDER INDX:PVC;A-Z;A4	ea	
51	DIVIDER INDX:PVC;FILE 10 TAB;A4	ea	
52	DIVIDER INDX:PVC;FILE 1-31;A4	ea	
53	DIVIDER INDX:PVC;JAN-DEC;A4	ea	
54	DIVIDER INDX:PVC;JAN-DEC;A4	ea	
55	DUSTER: WHITE BOARD, LARGE ,EA	ea	
56	ENVELOPE:A4;BUSINESS	ea	
57	ERASER BRD:DUSTER CHALK WHITEBOARD WOOD	ea	
58	ERASER BRD:WHITE BOARD, LARGE	ea	
59	ERASER RUBR:SLEEVED;LARGE;MANUAL;WHITE	ea	
60	Extra Fine Point, correction pen	ea	
61	FILE STNRY:40MM LEVER ARCH;A4;CARDBOARD	ea	
62	FILE STNRY:ARCH LEVER;A4;CARDBOARD	ea	
63	FILE STNRY:FILE DIVIDERS A-Z;A4;PLASTIC	ea	
64	FILE STNRY:FLIP 20 POCKET;A4;PLASTIC	ea	
65	FILE STNRY:FLIP 30 POCKET;A4;PLASTIC	ea	
66	FILE STNRY:POCKET;A4;PVC;CLEAR;100	ea	
67	FILE:FLIP POCKET 20,A4,PLASTIC,CLEAR	ea	
68	FILE:LEVER ARCH;70 MM;POLYPROP	ea	
69	FILE:QUOTATION FOLDER;A4;PVC;BLUE	ea	
70	FILM:CALENDERED WHITE;WD 0.610 X LG 50	ea	
71	FOLDER FILE:EXTRA HEAVYWEIGHT;A4;	ea	
72	HARDCOVER ; INDEX, SIZE ;A4 ,192 PAGES	ea	
73	HARDCOVER: A5, 192 PAGES	ea	
74	HIGHLIGHTER ,ASSRTD COLOURS	ea	
75	INDEX SHEET SET LSE LF BNDR:A-Z;A4;PVC	ea	
76	INSTL SGN:LABELLING;METAL	ea	
77	LABEL:460X230;BLACK AND WHITE;SAFETY	ea	
78	LABEL:460X230;ORANGE AND BLACK;S	ea	

79	LEAD PNCL:0.5 MM;0;40;LEAD	ea	
80	LMNT DOC:A1;CLEAR GLOSS	ea	
81	MARKER FELT TIP SET:HIGHLIGHTER;GREEN;10	ea	
82	MARKER FELT TIP SET:HIGHLIGHTERS;6	ea	
83	MARKER FELT TIP SET:LUXOR HIGHLIGHTER;4	ea	
84	MARKER FELT TIP SET:WHITEBOARD WALLET;12	ea	
85	MARKER FELT TIP SET:WHITEBOARD WB15;10;2	ea	
86	MARKER FELT TIP:NON PERMANENT;BLACK;FINE	ea	
87	MARKER FELT TIP:PERMANENT;ASSORTED	ea	
88	MARKER FELT TIP:SET, PERMANENT;VARIOUS	ea	
89	MARKER FELT TIP:WHITE BOARD;ASSORTED	ea	
90	MARKER: PAINT ,ASSRTD COLOURS, EA	ea	
91	OARD MRKR:PARROT;MAGNETIC;METAL;WHITE	ea	
92	ORGANIZER DESK:OFFICE;ROUND;15;BLACK	ea	
93	PAD DESK:4X4X4 MM;VARIOUS COLOURS	ea	
94	PAD DESK:INFO NOTES;75x75mm MM	ea	
95	PAD WRTG PPR:EXAMINATION PAD;A4;WHITE	ea	
96	PAD WRTG PPR:VARIOUS;100;NO;NO	ea	
97	PAINT:PMUC PAINT MARKER;WHITE;SMOOTH	ea	
98	PAPER BOND:A3;WHITE;SHEET;80 G/M2;REAM	ea	
99	PAPER BOND:A4;WHITE;SHEET;80 G/M2;REAM	ea	
100	PAPER BOND:A4;WHITE;SHEET;80 G/M2;BOX (REAM x5)	ea	
101	PEN BALL PNT:BIC CLIC;1 MM;RED;LIQD	ea	
102	PEN BALL PNT:BIC;1 MM;BLACK	ea	
103	PEN BALL PNT:PENTEL CRYSTAL MM;BLACK	ea	
104	PEN BALL PNT:PILOT V;0.7 MM;BLACK	ea	
105	PEN BALL PNT:REFILLABLE;M;BLACK;LIQD	ea	
106	PEN BALL PNT:REFILLABLE;M;RED;LIQD	ea	
107	PEN CORCTN:WHITE;20ML;TIPPEX	ea	
108	PEN CORCTN:WHITE;efp MM;BOTTLE	ea	
109	PEN: G2 ENERGE, BL G2 ,PILOT,10 BROAD	ea	
110	PEN: VBALL, PILOT, 0.7MM	ea	

111	PEN: VBALL, PILOTx 2BOX	ea	
112	PEN:BIC;BLACK	ea	
113	PEN:HYBRID GEL,GRIP,ASSORTED COLORS,EA	ea	
114	PEN:PENTAL SUPERB BALLPOINT;BLACK	ea	
115	PEN:PENTAL SUPERB BALLPOINT;BLUE	ea	
116	PEN:PENTAL SUPERB BALLPOINT;RED	ea	
117	PEN:PENTAL SUPERBBALLPOINT;BLACK	ea	
118	PEN:PENTEL HYBRID;BLACK	ea	
119	PEN:PENTEL PEN ENERGEL ROLLERBALL 0.7MM	ea	
120	PEN:RETRACTABLE BALL POINT 1.0MM;BLACK	ea	
121	PENCIL MECH:CLUTCH PENCIL REFILL;BLACK	ea	
122	PENCIL MECH:PILOT H-245 SHAKER PENCIL	ea	
123	PENCIL MECH:TECHNICLICK	ea	
124	PENCIL:GRAPHITE LEAD;HB;BLACK;HB	ea	
125	PENCIL:HB	ea	
126	PENCIL:LEAD;2B;BLACK;BLUE BOX HB	ea	
127	PENCIL:PENCIL CLUTCH 0.5MM;N/A;CLEAR	ea	
128	PENCIL:PENTEL PENCIL CLUTCH 0.5MM;0.5 MM	ea	
129	PENCIL:WOODEN;VARIOUS;LEAD;RUBBER TIPPED	ea	
130	PIN DOWL:100 MM;LG 35 MM;STL;STATIONERY	ea	
131	PIN DOWL:D5105184F15;1 MM;LG 7 MM;STL	ea	
132	POCKET VSB INDX FILE:A4;CLEAR;PLASTIC	ea	
133	PUNCH PIN:PAPER PUNCHER TREELINE;40 pg	ea	
134	PUNCH PPR:HD	ea	
135	PUNCH PPR:PREMIUM P215;6 MM;HAND;LIGHT	ea	
136	PUNCH: HEAVY DUTY PREMIUM ,P240,EA	ea	
137	REFILL MEMO CUBE:WHITE	ea	
138	REMOVER STPL:2 CLAW REXEL EXTRACT IT	ea	
139	REMOVER STPL:BANTEX	ea	
140	REMOVER STPL:CLAW;CHROME-PLATED STEEL	ea	
141	RULER SCAL:RULER 30CM;RULER;RULER	ea	
142	RULER:SHATTERPROOF;30 CM;PVC	ea	

143	RULER:TREFOIL;30 CM	ea	
144	SCISSORS: SMOKED HANDLE, 212MM, EACH	ea	
145	SCISSORS:BLUNT NOSE;LG 100 MM;55 MM;SS	ea	
146	SCISSORS:LG 220 MM;ORANGE	ea	
147	SCISSORS:STRAIGHT SHARP;LG 210;85;SS;1	ea	
148	SHREDDING OF ESKOM DOCUMENTS	ea	
149	SLEEVE:NEXX A4 FILE POCKET 50'S 80MIC;A4	ea	
150	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	ea	
151	STAPLE:STAPLES GENMES;WD 26/6 MM;STL;BOX	ea	
152	STAPLER:BUDDY;MINI	ea	
153	STAPLER:FULLSTRIP;26/6;BLACK;METAL;40	ea	
154	STAPLER:HD;GIANT	ea	
155	STAPLER:MANUAL STD OFFICE;NO 56, 26/6	ea	
156	STAPLER:PAPER;24/6 OR 26/6;2-15 OR 2-20	ea	
157	STAPLER:REXEL OFFICE SQUALE;56	ea	
158	STAPLER:STATIONERY;NO 56	ea	
159	SUPPLY STATIONARY NOTE BOOKS	ea	
160	SUPPORT SET STACKG DESK TRAY	ea	
161	TAPE ADHSV:DOUBLE SIDED,POLYTHENE,WHITE	ea	
162	TAPE ADHSV:DOUBLE SIDED;ADHESIVE TAPE	ea	
163	TAPE ADHSV:INSUL;PVC;BLACK	ea	
164	TAPE ADHSV:INSUL;PVC;RED	ea	
165	TAPE ADHSV:MASKING;WD 24 MM X LG 40 M;75	ea	
166	TAPE ADHSV:SELLO;WD 12 X LG 66 MM;VINYL	ea	
167	TAPE EMBSG:BLACK ON WHITE;18 MM;8 M	ea	
168	TAPE:LABELLING;WD 36MM X LG 8M;PLASTIC	ea	
169	TAPE:SELLOTAPE PACKAGING BUFF;48x100 MM	ea	
170	TAPE:TRANSPARENT,48MM X 50M MM,PLASTIC	ea	
171	TRAY SET DESK:3;LETTER;CLEAR	ea	
172	WALLET: DOCUMENT, A4, B3436	ea	

- The *Supplier* must only supply the goods when issued with a Batch Order.

- Batch Orders will be issued on an as and when required basis.

- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.

- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.

- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.

- Partial delivery of goods shall be regarded as failing to comply with this contract.

- In the event of any site being relocated the *Supplier* will be required to supply and deliver consumables to the new location at no additional cost, save for a site that has been relocated at a distance greater than a 20km radius from the original location. Google maps shall be used to determine the distance based on a driving radius.

- The *Supplier* will unload all goods from the vehicle and pack them onto the shelf in the storage space within the *Purchaser's* building.

- The *Supplier* may be required to supply and deliver consumables across the Central East Cluster, as requested by the *Purchaser*, on an "as and when" required basis.

- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.

- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.

- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.

- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.

- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the Purchaser. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.

- The *Supplier* will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.

- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.

- The *Supplier* must submit remittance advices of the sub-contractors to the *Purchaser* upon request. The *Purchaser* has the right to request the remittance advices directly from sub-contractors employed by the *Supplier* at any time.

- The *Supplier* must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.
- The *Supplier* shall comply with the requirements of the OSH Act and regulations.
- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.
- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.
- The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchaser.*

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C3.2	*Supplier*'s Goods Information	
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C3.1: *PURCHASER'S* GOODS INFORMATION

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

The supply and delivery of stationery items within the Southern Grid on an "and as" when required basis for a period of 3 years

The purpose of this contract is to appoint a suitably qualified *Supplier* to supply and deliver stationery items to the *Purchaser* within the Harvard substation within the Southern Grid, on an as and when required basis.

Specification and description of the *goods*

The *Purchaser* requires the *Supplier* to supply and deliver the stationery items below on an as and when required basis at the following address:

Harvard Substation
Koppie Road
Bloemfontein
9301

Purchaser's design

Not Applicable

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

Not Applicable

Other requirements of the *Supplier*'s design

Not Applicable

Use of *Supplier*'s design

Not Applicable

Manufacture & fabrication

Not Applicable

Factory acceptance testing (FAT)

Not Applicable

Other tests and inspections and commissioning in place of use

Not Applicable

Operating manuals and maintenance schedules

Not Applicable

Supply Requirements

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

- The *Supplier* must only supply the goods when issued with a Batch Order.
- Batch Orders will be issued on an as and when required basis.
- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.
- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.
- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.
- Partial delivery of goods shall be regarded as failing to comply with this contract.
- The *Supplier* will be part of a panel of suppliers that will be used to provide the goods. The *Purchaser* reserves the right to award any goods requirement to any other supplier it deems necessary.
- The *Supplier* shall supply and deliver the items to the sites as specified by the *Purchaser*. The sites are:
- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.
- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.

- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.

- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.

- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the Purchaser. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.

- The *Supplier* will be subject to performance appraisals based on NTCSA key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.

- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.

- The *Supplier* must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.

- The *Supplier* shall comply with the requirements of the OSH Act and regulations.

- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.

- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.

The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchaser.*

Specification of the *service*s to be provided

Not Applicable

Constraints on how the *Supplier* Provides the Goods

Programming constraints

Not Applicable

Work to be done by the Delivery Date

Not Applicable

Marking the *goods*

Not Applicable

Constraints at the delivery place and place of use

Not Applicable

Cooperating with Others

Not Applicable

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

Not Applicable

Management meetings

Quarterly meetings shall take place on site (face-to-face) or via Ms Teams to discuss all issues or plans for all perimeters for the contract (quality, environment and health and safety). Quarterly meetings preferred at the start of each quarter for the good planning of activities on site. The Employer can request the 'Emergency Meeting' at any given time if there are serious issues or risks that can affect the service delivery for the contract. All meetings shall be chaired by the service manager/supervisor. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc.

All meetings shall be recorded in the form of minutes, or a register prepared and circulated by a person who convened the meetings. The 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 condition of contract to carry out such actions or instructions.

Documentation control

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA Standards. All correspondence shall be dated and sequence numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and Eskom Holding SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

Health and safety risk management

The five NTCSA Life Saving Rules are as follows:

Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*
Rule 2:*Hook up at height*
Rule 3:*Buckle Up*
Rule 4*Be Sober*
Rule 5:*Ensure that you have a permit to work*

Acknowledgement by *Contractor*

I/WE, …… DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 25 IN SECTION 1.3.2 OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: …… ON THE …….. DAY OF ……..20……

Environmental constraints and management

Not Applicable

Quality

Not Applicable

Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Supply Manager;*
- The contract number and title;
- Contractor's VAT registration number;
- The *Employer*'s VAT registration number 4740101508
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

Invoices and Additional Information

- Eskom order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an Eskom email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.

- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

- All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za
- Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

Insurance provided by the *Purchaser*

As per clause 84.1

Provision of bonds and guarantees

Not Applicable

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

Not Applicable

Procurement

Subcontracting

Preferred subcontractors

Not Applicable

Limitations on subcontracting

The *Contractor* to submit the names of each proposed subcontractor to the *Employer* for acceptance. The *Contractor* does not appoint a subcontractor until the *Employer* has accepted such subcontractor.

Spares and consumables

Not Applicable

Other requirements related to procurement

Not Applicable

Cataloguing requirements by the *Supplier*

Not Applicable

List of drawings

Drawings issued by the *Purchaser*

Not Applicable

	Schedule of proposed Subcontractors	**Tender Schedule T2.2b SC3-1**

We notify you that it is our intention to employ the following subcontractors for work in this contract.
If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with core clause 24.2.

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor.**
1.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	Clause 31.2 programme	**Tender Schedule T2.2b SC3-2**

Note to tenderers: Please attach your proposed first programme to this Tender Schedule.
This programme should show:
1. The information required of a programme submitted for acceptance in Clause 31.2
2. Any other requirements for a programme stated in the Goods Information.

Tenderer to provide comment here if necessary.

C3.2 *SUPPLIER*'S GOODS INFORMATION

Supply Requirements

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

- The *Supplier* must only supply the goods when issued with a Batch Order.
- Batch Orders will be issued on an as and when required basis.
- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.
- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.
- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.
- Partial delivery of goods shall be regarded as failing to comply with this contract.
- The *Supplier* will be part of a panel of suppliers that will be used to provide the goods. The *Purchaser* reserves the right to award any goods requirement to any other supplier it deems necessary.
- The *Supplier* shall supply and deliver the items to the sites as specified by the *Purchaser*. The sites are:
- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.
- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.
- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.
- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.
- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the Purchaser. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.
- The *Supplier* will be subject to performance appraisals based on NTCSA key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.

- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.
- The *Supplier* must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.
- The *Supplier* shall comply with the requirements of the OSH Act and regulations.
- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.
- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.

The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchaser.*

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number **[●]**

Batch Order No. **[●]** Date 7

To: **[●]**.....
..... (*Supplier*)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

The start date is **[●]**

The *delivery date* is **[●]**

Signed: Name (in print)

(for *Purchaser*)

T2.2b – Tender Schedules for SC3

Tender schedules specific to this tender

(Only use Schedules necessary for the applicable conditions of contract and contract specific circumstances.)

Schedules relevant to the Core Clauses.

SC3-1 Schedule of proposed Subcontractors

SC3-2 First clause 31.2 programme

Schedules relevant to the Option clauses (only use Schedules for the Options chosen)

SC3-X1 CPA requirements for Option X1

Note to document compilers:

Add other Tender Schedules as may be required (for example)

- *Supplier's* Goods Information for his design

	Schedule of proposed Subcontractors	**Tender Schedule T2.2b SC3-1**

We notify you that it is our intention to employ the following subcontractors for work in this contract.
If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with core clause 24.2.

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor.**
2.			
3.			
4.			
5.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	Clause 31.2 programme	**Tender Schedule T2.2b SC3-2**

Note to tenderers: Please attach your proposed first programme to this Tender Schedule.
This programme should show:

3. The information required of a programme submitted for acceptance in Clause 31.2
4. Any other requirements for a programme stated in the Goods Information.

Tenderer to provide comment here if necessary.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	Contract Price adjustment (CPA) requirements	**Tender Schedule T2.2b SC3-X1**

If Option X1 is included in the *conditions of contract*, and the *Purchaser* has not completed the data for this Option, the tendering supplier may propose the proportions used to calculate the Price Adjustment Factor, the index which each proportion is to be linked to, the base date used and the organisation preparing the indices. If the data has not been completed, the Prices will be treated as fixed for the duration of the contract.

Complete the data in the right hand column

X1	**Price adjustment for inflation**			
X1.1(a)	The *base date* for indices is	**The month before tender closing date**		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	**proportion**	**linked to index for**	**Index prepared by**
		0.		
		0.		
		0.		
		0.		
		0.		
		0.[●]	**non-adjustable**	
	Total	**1.00**		

The *Purchaser* always requires a non-adjustable portion of at least **[●]**.

Only recognised industry CPA Indices may be proposed. "In house" indices are not acceptable.

If payments are to be made in currencies other than the *currency of this contract*, please provide a schedule which identifies the link between activities to be paid for in the other currencies and the proportion used to calculate the Price Adjustment Factor.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....