



NEC3 Supply Contract (SC3)

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

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

for **The supply, delivery, offload, transport or carry and
pack in store of stationery for a period of 36 months**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Supply, delivery, offload, transport or carry and pack in store of stationery for a period of 36 months.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

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

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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages 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 <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.	[•]
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	Stationery
11.2(14)	The following matters will be included in the Risk Register	Strike, late delivery and quality of the items.
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	Annexure A to this Contract Data

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

Goods Information is in

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	5 (five) working days.
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.	TBC
30.1		
	The <i>delivery date</i> of the goods and services is:	
		Good and services
		Delivery date
		As per issued task/ purchase order.
		As per agreed delivery schedule lead time per task order.
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	To be agreed upon with the <i>Supply Manager</i>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	5 working days.
4	Testing and defects	
42	The <i>defects date</i> is	1 (one) week after Delivery.
43.2	The <i>defect correction period</i> is	Maximum of 4 (four) weeks
	except that the <i>defect correction period</i> for	Main components is 4 (four) weeks
	and the <i>defect correction period</i> for	Minor components is 2 (two) weeks
42.2	The <i>defects access period</i> is	Maximum of 1 (one) week
	except that the <i>defect access period</i> for	Main components 1 (one) week
	and the <i>defect access period</i> for	Minor components is 1 (one) week
5	Payment	
50.1	The <i>assessment interval</i> is	After the complete Delivery and Acceptance of each order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	As per Eskom payment terms applicable to

vendor registration

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

6 Compensation events

The following are compensation events.

- (1) The Supply Manager gives an instruction changing the Goods Information except
 - a change made in order to accept a Defect or
 - a change to the Goods Information provided by the Supplier for his design which is made either at his request or to comply with other Goods Information provided by the Purchaser.
 - (2) The Purchaser does not allow access to and use of the parts of the Purchaser's premises necessary for the work included in this contract by the later of the date when the access becomes necessary and the date shown on the Accepted Programme.
 - (3) The Purchaser does not provide something which he is to provide by the date for providing it shown on the Accepted Programme.
 - (4) The Supply Manager gives an instruction to stop or not to start any work.
 - (5) The Purchaser or people acting on behalf of the Purchaser do not work within the conditions stated in the Goods Information.
 - (6) The Supply Manager does not reply to a communication from the Supplier within the period required by this contract.
 - (7) The Supply Manager changes a decision which he has previously communicated to the Supplier.
 - (8) The Supply Manager withholds an acceptance (other than acceptance of a quotation for an acceleration or for not correcting a Defect) for a reason not stated in this contract.
 - (9) The Supply Manager instructs the Supplier to search for a Defect and no Defect is found unless the search is needed only because the Supplier gave insufficient notice of doing work obstructing a required test or inspection.
 - (10) A test or inspection done by the Supply Manager causes unnecessary delay.
 - (11) The Purchaser does not provide records, data sheets, materials, facilities and samples for tests and inspections as stated in the Goods Information.
-

- (12) An event which is a Purchaser's risk stated in this contract.
- (13) The Supply Manager notifies a correction to an assumption which he has previously stated about a compensation event.
- (14) A breach of contract by the Purchaser which is not one of the other compensation events in this contract.
- (15) An event occurs during transport of the goods to the Delivery Place which
 - stops Delivery or
 - stops Delivery by the Delivery Date, and which
 - neither Party could prevent,
 - an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and
 - is not one of the other compensation events stated in this contract.

7	Title	<p>Title to the goods passes to the Purchaser when payment for the goods which this contract requires has been made. Before payment for the goods is made, the Supplier provides information to the Purchaser to show that he is able to pass title to the goods.</p>
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<p>Offloading of goods at place of delivery.</p> <p>Industrial action and Labour unrest i.e. Strikes by surrounding communities, political interference or community disruptions.</p>
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding 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</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total to the Prices.

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	Total of the prices
88.5	The <i>end of liability date</i> is	End date of service . After delivery of the whole of the goods and services.
9	Termination and dispute resolution	Termination as per the NEC3 will be followed
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 body.
94.4(5)	The place where arbitration is to be held is	Gauteng, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
10	Data for Option clauses	
X1	Price adjustment for inflation	CPA will be applicable 16 months from the base date (one month prior to tender closing) irrespective of contract start date.
X1.1	The <i>base date</i> for indices is	One month prior to tender closing date
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by
		0.50 Material SEIFSA TABLE U-

		0.35	Transport	A(1) SEIFSA TABLE L-2(B)
		[0.15]	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Incorrect item or late delivery	1 Day- 1% of the PO 2 Days- 2% of the PO 3 Days- 3% of the PO 4 Days- 4% of the PO 5 Days- 5% of the PO 6 Days- 6% of the PO 7 Days- 7% of the PO 8 Days- 8% of the PO 9 Days- 9% of the PO 10 Days or more- 10% of the PO	
Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom		

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

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

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

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

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

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

Z12 Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

Z13Insurance

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

Z 13.2 Replace core clause 87 with the following:

- Insurance by the Purchaser 87**
- 87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document

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

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone,

which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

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

Annexure A: Supply Requirements

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

[

Group	Category	Term	Delivery Place
D	arrival	DDP	Eskom Megawatt Park, Sunninghill, Sandton

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Supply, delivery, offload, transport or carry and pack in store of stationery for a period of	
2. The requirements for transport are	<i>Supplier</i> to transport goods in a roadworthy vehicle that is sealed and secure to protect the goods in transit.	
3. The delivery place is	Eskom Megawatt Park, Sunninghill, Sandton	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Purchaser
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	Supplier
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ 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 goods and services is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </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:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <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 <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, • plus other amounts to be paid to the <i>Supplier</i>, • less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule*

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Item nr	Material nr	Description	Unit	Quantity	Rate
001	0648844	PAPER,BOND:A4 ;WHITE ;80 G/M2 (Per Ream of 500)	EA	Rate Only	
002	0648843	PAPER, BOND:A3 ;WHITE ;SHEET ;80 G/M2 (Per Ream of 500)	EA	Rate Only	
003	0654883	PAD WRITING PAPER:BOARD PASTEL;A3;ASSORTED	EA	Rate Only	
004	0539042	BOOK, EXERCISE:2 QUIRE;A4;192;HARD	EA	Rate Only	
005	0654812	PAD WRITING PAPER:EXAM PUNCH;A4;BLACK;80	EA	Rate Only	
006	0738165	BOOK EXERCISE:MINI NOTE;A5;160 LINED PAGES	EA	Rate Only	
007	0652184	PAD WRITING PAPER:NOTE;A5;BROWN;128	EA	Rate Only	
008	0692099	DIARY:EXECUTIVE;ANY;HARD COVER PADDED	EA	Rate Only	
009	0751317	PEN BALL POINT;BLACK	EA	Rate Only	
010	0714174	PEN BALL POINT:BIC CLIC;MEDIUM;BLUE;LIQUID	EA	Rate Only	
011	0704240	MARKER FELT TIP:WHITEBOARD;RED;WASHABLE	EA	Rate Only	
012	0711468	PEN BALL POINT:PILOT ROLLERBALLMEDIUM;GEL	EA	Rate Only	
013	0703540	LEAD PENCIL:0.5 MM;HB;12;BLACK	EA	Rate Only	
014	0703826	PENCIL,MECHANICAL:CLUTCH CUSHION POINT;ASSORTED;0.5 MM	EA	Rate Only	
015	0540834	MARKER FELT TIP:HIGHLIGHTERS WALLET	EA	Rate Only	
016	0654250	MARKER FELT TIP:WHITEBOARD;ASSORTED	EA	Rate Only	
017	0703866	PENCIL, MECHANICAL:SHARPLET ;BLACK;0.5 MM	EA	Rate Only	
018	0726340	ERASER BOARD:MAGNETIC;WD 55 X LG 145 MM	EA	Rate Only	

019	0751830	RULER::;30 CM;PLASTIC	EA	Rate Only	
020	0720864	BOX FILING:PORTABLE SUSPENSION;WD 140 MM	EA	Rate Only	
021	0713845	PAD WRITING PAPER:STICKY NOTES NEON COLORS	PAC	Rate Only	
022	0683903	PAD WRITING PAPER:STICKY NOTES;SIZE 76.2 MM	EA	Rate Only	
023	0736343	PAD WROTING PAPER:STICKY NOTES;45 MM X 12 MM	EA	Rate Only	
024	0654039	CALCULATOR, SCIENTIFIC:DISPL TYP 2 LINE	EA	Rate Only	
025	0752734	FOLDER FILE:A4;CARDBOARD;PINK	EA	Rate Only	
026	0767428	FOLDER FILE:CARRY;A4;PLASTIC;ASSORTED	EA	Rate Only	
027	0686808	FOLDER FILE:LIGHTWEIGHT;A4;CARDBOARD	EA	Rate Only	
028	0767768	LABEL PRINTR:DIE-CUT PAPER LABELS	EA	Rate Only	
029	0655132	FOLDER FILE:TIDY 160 GRAM LIGHT WEIGHT	EA	Rate Only	
030	0610288	FILE:LEVER ARCH;A4;PVC;BLUE	EA	Rate Only	
031	0720965	BOX FILING:OPTIPLAN;WD 100 MM;LG 220 MM	EA	Rate Only	
032	0655442	CLIP PAPR:CROXLEY NALCLIP DISPENCER	EA	Rate Only	
033	0655043	STAPLER:REXEL OFFICE SQUALE;56	EA	Rate Only	
034	0662613	REMOVER STAPLES:CLAW;CHROME-PLATED STEEL	EA	Rate Only	
035	0682807	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	EA	Rate Only	
036	0655077	PUNCH PAPER:LIGHT DUTY PREMIUM;6 MM;2	EA	Rate Only	
037	0542560	SCISSORS:LARGE 220 MM;220 MM;ORANGE	EA	Rate Only	
038	0703830	ADHESIVE:GLUE STICK;CYLINDER 43 G	EA	Rate Only	
039	0703868	ADHESIVE:PRESTIK;100 G	EA	Rate Only	

040	0760271	WHITEBOARD:PARROT;WIDE 900 MM;LG 1.8 M	EA	Rate Only	
041	0521491	ERASER BOARD:DUSTER, WHITEBOARD	EA	Rate Only	
042	0713267	DISK MEMORY STICK;128 GB;USB 3.0	EA	Rate Only	
043	0682808	BATTERY DRY CELL:ALKALINE;1.5 V;AAA;DISP	EA	Rate Only	
044	0135993	TAPE ADHESIVE:WD 12.7 MM;CLEAR	EA	Rate Only	
045	0711468	PEN BALL POINT:PILOT ROLLERBALL;0.7 MM;GEL	EA	Rate Only	
046	0711246	PEN BALL POINT:CLICK;MEDIUM;RED	EA	Rate Only	
047	0727964	PRINTER LABEL:TAPE;187 x 178 MM	EA	Rate Only	
048	0017445	PEN BALL POINT:PILOT;0.5 MM;BLACK	EA	Rate Only	
049	0157707	CLEANER:ANTI STATIC;SPRAY FOAM COMPOUND	EA	Rate Only	
050	0158054	DISK MEMORY	EA	Rate Only	
051	0515936	PAD WRITING PAPER:EXAM EXECUTIVE;A4;WHITE;100	EA	Rate Only	
052	0521184	SHARPENER PENCIL:MANUAL;	EA	Rate Only	
053	0522293	SUPPORT:DROPPER;LG 1.2 M;STL;FENCE	EA	Rate Only	
054	0550510	TAPE ADHESIVE:WD 12MM X LG 40M;75	EA	Rate Only	
055	0598435	PEN BALL POINT:REFILLABLE;MEDIUM;RED;LIQUID	EA	Rate Only	
056	0613542	CLIP:HYDROCLIP WITH HOLDER;200 MM	EA	Rate Only	
057	0655051	STAPLER:HD;HD210	EA	Rate Only	
058	0692759	POINTER LASER	EA	Rate Only	
059	0655085	LIGHT, INDICATING:PILOT;220 VDC;5 W;IP65	EA	Rate Only	
060	0521719	BATTERY DRY CELL 1.5 V :ALKALINE;1.5 V;AAA;FLAT;1.150	EA	Rate Only	
061	0706619	HEADSET:MULTI MEDIA;4.5 V;2 A;50 MW	EA	Rate	

				Only	
062	0724323	PROJECTOR MULTI MEDIA	EA	Rate Only	
063		DELIVERY COST	EA	Rate Only	

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

Contents

SCOPE OF WORK

1. Overview and purpose of the goods and services

A Contract is required to supply and deliver Stationery items to Distribution Megawatt for a period of 3 years to ensure availability of goods. Deliveries of goods will be made in accordance too the guidelines provided in this document; additional requirements will be communicated by the Service Manager. The goods will be inspected upon delivery.

2. Specification and description of the goods

The supplier will deliver the following description of goods:

Item nr	Material nr	Description	Unit of measure
Item nr	Material nr	Description	EA
001	0648844	PAPER,BOND:A4 ;WHITE ;80 G/M2 (Per Ream of 500)	EA
002	0648843	PAPER, BOND:A3 ;WHITE ;SHEET ;80 G/M2 (Per Ream of 500)	EA
003	0654883	PAD WRITING PAPR:BOARD PASTEL;A3;ASSORTED	EA
004	0539042	BOOK, EXERCISE:2 QUIRE;A4;192;HARD	EA
005	0654812	PAD WRITING PAPER:EXAM PUNCH;A4;BLACK;80	EA
006	0738165	BOOK EXRCISE:MINI NOTE;A5;160 LINED PAGES	EA
007	0652184	PAD WRITING PAPER:NOTE;A5;BROWN;128	EA
008	0692099	DIARY:EXECUTIVE;ANY;HARD COVER PADDED	EA
009	0751317	PEN BALL POINT;BLACK	EA
010	0714174	PEN BALL POINT:BIC CLIC;MEDIUM;BLUE;LIQUID	EA
011	0704240	MARKER FELT TIP:WHITEBOARD;RED;WASHABLE	EA
012	0711468	PEN BALL POINT:PILOT ROLLERBALLMEDIUM;GEL	EA
013	0703540	LEAD PENCIL:0.5 MM;HB;12;BLACK	EA
014	0703826	PENCIL,MECHANICAL:CLUTCH CUSHION POINT;ASSORTED;0.5 MM	EA
015	0540834	MARKER FELT TIP:HIGHLIGHTERS WALLET	EA
016	0654250	MARKER FELT TIP:WHITEBOARD;ASSORTED	EA
017	0703866	PENCIL, MECHANICAL:SHARPLET ;BLACK;0.5 MM	EA

018	0726340	ERASER BOARD:MAGNETIC;WD 55 X LG 145 MM	EA
019	0751830	RULER::30 CM;PLASTIC	EA
020	0720864	BOX FILING:PORTABLE SUSPENSION;WD 140 MM	PAC
021	0713845	PAD WRITING PAPER:STICKY NOTES NEON COLORS	EA
022	0683903	PAD WRITING PAPER:STICKY NOTES;SIZE 76.2 MM	EA
023	0736343	PAD WROTING PAPER:STICKY NOTES;45 MM X 12 MM	EA
024	0654039	CALCULATOR, SCIENTIFIC:DISPL TYP 2 LINE	EA
025	0752734	FOLDER FILE:A4;CARDBOARD;PINK	EA
026	0767428	FOLDER FILE:CARRY;A4;PLASTIC;ASSORTED	EA
027	0686808	FOLDER FILE:LIGHTWEIGHT;A4;CARDBOARD	EA
028	0767768	LABEL PRINTR:DIE-CUT PAPER LABELS	EA
029	0655132	FOLDER FILE:TIDY 160 GRAM LIGHT WEIGHT	EA
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031	0720965	BOX FILING:OPTIPLAN;WD 100 MM;LG 220 MM	EA
032	0655442	CLIP PAPR:CROXLEY NALCLIP DISPENCER	EA
033	0655043	STAPLER:REXEL OFFICE SQUALE;56	EA
034	0662613	REMOVER STAPLES:CLAW;CHROME-PLATED STEEL	EA
035	0682807	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	EA
036	0655077	PUNCH PAPER:LIGHT DUTY PREMIUM;6 MM;2	EA
037	0542560	SCISSORS:LARGE 220 MM;220 MM;ORANGE	EA
038	0703830	ADHESIVE:GLUE STICK;CYLINDER 43 G	EA
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040	0760271	WHITEBOARD:PARROT;WIDE 900 MM;LG 1.8 M	EA
041	0521491	ERASER BOARD:DUSTER, WHITEBOARD	EA
042	0713267	DISK MEMORY STICK;128 GB;USB 3.0	EA
043	0682808	BATTERY DRY CELL:ALKALINE;1.5 V;AAA;DISP	EA
044	0135993	TAPE ADHESIVE:WD 12.7 MM;CLEAR	EA
045	0711468	PEN BALL POINT:PILOT ROLLERBALL;0.7 MM;GEL	EA
046	0711246	PEN BALL POINT:CLICK;MEDIUM;RED	EA
047	0727964	PRINTER LABEL:TAPE;187 x 178 MM	EA
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051	0515936	PAD WRITING PAPER:EXAM EXECUTIVE;A4;WHITE;100	EA

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057	0655051	STAPLER:HD;HD210	EA
058	0692759	POINTER LASER	EA
059	0655085	LIGHT, INDICATING:PILOT;220 VDC;5 W;IP65	EA
060	0521719	BATTERY DRY CELL 1.5 V :ALKALINE;1.5 V;AAA;FLAT;1.150	EA
061	0706619	HEADSET:MULTI MEDIA;4.5 V;2 A;50 MW	EA
062	0724323	PROJECTOR MULTI MEDIA	EA
063		DELIVERY COST	EA

2.1 Purchaser's design

N/A

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

N/A

2.3 Other requirements of the *Supplier's* design

N/A.

2.4 Use of *Supplier's* design

N/A.

2.5 Manufacture & fabrication

N/A.

2.6 Factory acceptance testing (FAT)

N/A.

2.7 Other tests and inspections and commissioning in place of use

N/A.

2.8 Operating manuals and maintenance schedules

N/A.

3. Supply Requirements

3.1 Specification of the *services* to be provided

N/A.

3.2 Constraints on how the *Supplier* Provides the Goods

3.2.1 Programming constraints

- All Stationery shall be delivered using an enclosed delivery truck, and the delivery truck shall be in good condition with no leaking oils as it will not be allowed access to the delivery premises.
- The delivery truck must be neat and clean and stock should be stored on the floor of the truck.
- Inspection will be done on delivery, and damaged conditions will not be accepted.
- No Substitutes Brands will be accepted

3.2.2 Work to be done by the Delivery Date

- Deliveries will not be later than 15h00 (09:00-15:00) and Friday before 12pm
- Subcontracting shall not be permitted, unless declared and accepted prior to contract award.
- The supplier shall not be responsible for the storage of items after acceptance at delivery by Employer.

3.2.3 Marking the goods

Delivery packaging to have the following details on it:

- Oder number.
- Physical address of the delivery premises.
- Delivery note number.
- Material number and quantity.
- The Goods will conform with the quality, description, and other particulars of the goods stated in the bid documents.
- The Goods will conform with all descriptions and specifications provided to the supplier in response to the bid documents.
- The Goods will be of satisfactory quality and fit for any intended use expressly or impliedly made known to the Supplier, and will be free from all defects in materials, and of workmanship for a period of 6 months from the date of delivery.

3.2.4 Quantities

Unless the Customer has agreed otherwise in writing, the Supplier shall deliver the exact quantities of the stationery specified in the Purchase Order. Without affecting its other rights and remedies, the Customer reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.

3.2.5 Constraints at the delivery place and place of use

- Deliveries will not be later than 15h00 (09:00-15:00) and Friday before 12pm
- All Stationery shall be delivered using an enclosed delivery truck, and the delivery truck should be in good condition with no leaking oils as it will not be allowed access to the station.

3.2.6 Cooperating with Others

- The Supplier cooperates with the Service manager during delivery.
- The Supplier cooperates with the Purchaser's team in ensuring that the goods are delivered in accordance with all requirements.

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

N/A.

3.2.8 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. The following requirements for conducting and monitoring the services will apply to the Works. The Contractor shall actively participate in and adhere to the Employer’s requirements and other procedures initiated for the purpose of delivering Stationery items. The Contractor shall attend the scheduled meetings when deemed required by the Employer.

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

Regular meetings of a general nature may be convened and chaired by the <i>Supply Manager</i> or <i>Supplier</i> as follows: Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Megawatt Premises /MS teams.	<i>Purchaser, Supplier, Supply Manager</i>
Overall contract progress and feedback	As and when required	Megawatt Premises /MS teams.	<i>Purchaser, Supplier, Supply Manager</i>
Any other meeting	As and when required	Megawatt Premises /MS teams.	<i>Purchaser, Supplier, Supply Manager</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.

3.2.9 Documentation control

All contractual communications must be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. The Supplier to keep record of amount paid as well as any correspondence and documentation during the Supply agreement to be filed in the contract file.

3.2.10 Health and safety risk management

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

- The Supplier complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing and supplying any goods for this contract.
- The Supplier shall comply with site health and safety requirements for Eskom Megawatt when delivering goods.
- Site delivery safety requirements to be adhered to - And can be obtained through the Purchaser's Manager In line with the SHE specification
- The Supplier submits safety file for approval before access is granted
- The Supplier maintains the safety file validity in line with site requirements
- The mode of transport for delivery should comply with site requirement in line with issued SHE specification.
- Supplier to update their safety file yearly and each time they make changes on their staff or personnel

3.2.11 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints when doing deliveries at Eskom Megawatt premises regarding:

- The vehicle used for delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- The material used for supporting the goods being delivered are correctly disposed and are without harm to environment. The Supplier must comply with site Environmental management plan (EMP) and other requirement.
- The Supplier complies with Environmental aspect and impact register.
- The Supplier complies with all site's environmental management procedures, especially the waste management and oil spillages
- The Supplier shall comply with the environmental criteria and constraints contained in Annexure B of the Invitation to Tender

3.2.12 Quality

As per the Quality criteria and requirements in the tender enquiry.

3.2.13 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 *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

All invoices must be submitted via this process any invoices physically received will now be returned.

To ensure payment is made the following must be done:

- Email pdf copies to invoiceseskomlocal@eskom.co.za
- Each pdf (attachment) must contain **only one invoice**
- Each **email** sent must contain **only one attachment**
- It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must printed then scanned and emailed or have hand writing on it, **It will not be accepted.**
- Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
- Encourage your end users to do the GR's on time to insure speedy processing.
- All invoices must meet the Tax requirements.

3.2.14 Insurance provided by the *Purchaser*

N/A.

3.2.15 Contract change management

Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the Supply's manager

3.2.16 Provision of bonds and guarantees

N/A.

4. Procurement

4.1 Subcontracting

N/A.

4.2 Spares and consumables

N/A

4.3 Other requirements related to procurement

N/A.

4.4 Cataloguing requirements by the *Supplier*

Goods have already been catalogued as per the purchase requisition that was received for this transaction.

5. List of drawings

N/A.

C3.2 SUPPLIER'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.
