



NEC3 Supply Contract (SC3)

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

and

for **Supply and delivery of Stationary to Transmission
Northern Grid for a period of 36 Months (3 Years)**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No. []

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 Purchaser	[•]
C1.2b Contract Data provided by the Supplier. [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 and delivery of Stationary to Transmission North Grid for a period of 36 Months . (3 Years)

The tenderer, identified in the Offer signature block, has.

either	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.
or	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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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

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

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

Note:

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

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

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

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

For the tenderer:

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____

Date _____

For the Purchaser

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

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 <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		Z: 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):	Calvin Bongwe
	Address	39 Hans van Rensburg, Polokwane, 0700
	Tel	015 299 0605
	Fax	015 291 3828
	e-mail	BongweCA@eskom.co.za
11.2(13)	The <i>goods</i> are	Stationary
11.2(13)	The <i>services</i> are	Supply and delivery of Stationary
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents

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

and drawings to which it makes reference.

11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	[2] weeks		
2	The Supplier's 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.	1 March 2024 or as soon as possible thereafter.		
30.1	The <i>delivery date</i> of the goods and services is:	goods and services	delivery date	
		1 [As stipulated in each purchase order]	[]	
		2 [•]	[•]	
		3 [•]	[•]	
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.	[no data required]		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Not Applicable		
4	Testing and defects			
42	The <i>defects date</i> is			
43.2	The <i>defect correction period</i> is			
42.2	The <i>defects access period</i> is			
5	Payment			
50.1	The <i>assessment interval</i> is	Between the [25th] 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 after submission of invoice.		
51.4	The <i>interest rate</i> is.	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of		

any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *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	<p>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.</p>
7	Title	<p>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.</p>
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none">1. Additional risks may be managed by Parties as they arise.]2. Non-conformance to specification
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	<p>See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data</p>
	1. Insurance against	<p>Loss of or damage to the <i>goods</i>, plant and materials.</p>
	Cover / indemnity is	<p>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</p>
		<p>If this contract includes the supervision of</p>

installation, testing, commissioning or building work at the *Purchaser's* premises, the *Purchaser* also provides cover for physical loss of or damage to the *Purchaser's* surrounding property including any temporary work required to complete the Delivery.

	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	<p>Total Contract Value</p> <p>[As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the "free issue" plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	<p>Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However, if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> R15 million (fifteen million Rand) for exposure to Generation Division property. <p>For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Contract Value
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 described in the "Format A" / "Format B" / "Format Dx" {choose the applicable format, then delete the others and this note}, insurance policy available on http://www.eskom.co.za/Tenders/Insurance_PoliciesProcedures/Pages/EIMS_Policies</p>

From_1_April_2014_To_31_March_2015.asp

and

(2) for all other existing *Purchaser's* property, the highest applicable deductible (first amount payable) namely:

- R15 million (fifteen million Rand) for Generation Division property.

See notes in Annexure B

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:	Contract Value
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	Contract Value
88.5	The <i>end of liability date</i> is	[1] year after Delivery of all the goods and services.
9		Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (See www.ice-sa.org.za) If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	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)
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94.4(2)	The <i>tribunal</i> is:	arbitration
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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.
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94.4(5)	The place where arbitration is to be held is The person or organisation who will choose an arbitrator.	South Africa
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	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	<p>The base date for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>[February 2023].</p> <p>proportion</p> <table border="1"> <tr> <td>15%</td> <td>linked to index for [Non - Adjustment]</td> <td>Index prepared by [•]</td> </tr> <tr> <td>70%.</td> <td>[Table I - PPI – Final manufactured goods]</td> <td>[SEIFSA]</td> </tr> <tr> <td>15%.</td> <td>[Table L1 - A]</td> <td>[SEIFSA]</td> </tr> <tr> <td>1.00</td> <td></td> <td>[•]</td> </tr> </table>	15%	linked to index for [Non - Adjustment]	Index prepared by [•]	70%.	[Table I - PPI – Final manufactured goods]	[SEIFSA]	15%.	[Table L1 - A]	[SEIFSA]	1.00		[•]
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15%.	[Table L1 - A]	[SEIFSA]												
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												
X7	Delay damages													
X7.1	Delay damages for Delivery are	<table border="1"> <thead> <tr> <th>Action</th> <th>Limit</th> <th>Damage (amount)</th> </tr> </thead> <tbody> <tr> <td>Delivery delays</td> <td>5 days</td> <td>2.5 % of the task order value</td> </tr> <tr> <td></td> <td>More than 5 days</td> <td>5 % of the task order value</td> </tr> </tbody> </table>	Action	Limit	Damage (amount)	Delivery delays	5 days	2.5 % of the task order value		More than 5 days	5 % of the task order value			
Action	Limit	Damage (amount)												
Delivery delays	5 days	2.5 % of the task order value												
	More than 5 days	5 % of the task order value												
X13	Performance bond													
X13.1	The amount of the performance bond is	10% of the contract												

		value]
Z	The additional conditions of contract are	Z1 to Z12 always apply for Eskom
Z Z1	Cession delegation and assignment	
Z1.1 Z1.2	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .	
Z Z1	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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		
Z Z1	If the <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.	performance level
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.	for [•]
		for [•]
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	for [•]
Z3.1	Where a change in the <i>Supplier</i> 's legal	for [•]

Z3.2 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.

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 <i>Supplier</i> 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 <i>Supplier</i> , 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.

- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 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.

Annexure A: Supply Requirements

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

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

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

Group	Category	Term	Delivery Place
D	arrival	DAT, DAP, DDP	

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 Supplier's obligations	B	The Purchaser's 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

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	Refer to the specifications attached]	
2. The requirements for transport are	Secured mode of transport	
3. The delivery place is		
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Both Parties
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Both Parties
	Loading the goods	Supplier
	Unloading the goods	Both Parties
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the goods	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the goods	
	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 goods 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

Annexure B: Insurance provided by the Purchaser.

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

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

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

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

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

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

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

- R15million for Generation Division projects,

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*.

[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)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</i> 's design is in:		
11.2(11)	The tendered total of the Prices is		
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: <i>goods and services</i>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	delivery date [•] [•] [•]
31.1	The programme identified in the Contract Data is contained in:		

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

63.2 The percentage for overheads and profit added to the Defined Cost is %

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

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

Option X13: Performance bond

These Options require a bond or guarantee "in the form set out in the Goods Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [•] Branch, Registration No. [•]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the goods and services, entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [•] day of [•] 200[•] (Contract Reference No. [•]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Supplier" means	[•] a company registered in accordance with the laws of [•] under Registration No [•].

1.5	"Purchaser" means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	<p>the earlier of</p> <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"Goods and services" mean	[insert details from Contract Data part 1]

- At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
- A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate.
 - state the amount claimed ("the Demand Amount").
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
- Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
- The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
- The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
- Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
- This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable.

- is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable.
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof.
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20____

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	<i>The 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.
Assessing the amount due	50.2	<p>The amount due is.</p> <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>.

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 *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

No	Material	Description	Quantity	Rate
1	0185343	2-RING BINDER FILE A4; SPINE WD 65 MM	100	
2	0202299	ADHESIVE:GLUE	100	
3	0650044	ADHESIVE:GLUE CLEAR;TUBE 25 ML	100	
4	0650045	ADHESIVE:GLUE STICK;TUBE 40 G	100	
5	0160217	ADHESIVE: SUPERGLUE;TUBE 3 G;CLAUSE:1	100	
6	0539016	ADHESIVE:UNK;PRESTIK;100 G	100	
7	0655531	BAND ELSTC:WD 1.5 MM;LG 35 MM;NATURAL	100	
8	0655470	BAND ELSTC:WD 3;LG 100;NATURAL;500	100	
9	0548228	BATT DCELL:6LF22;ALKALINE;9 VDC	100	
10	0594565	BATT:LITHIUM;1.5 V;ENERGIZER ULTIMATE AA	100	
11	0521719	BATT DCELL:ALKALINE;1.5 V;AAA;FLAT	100	
12	0521720	BATT DCELL:ALKALINE;1.5 V;AA;FLAT	100	
13	0144639	BATT DCELL:ALKALINE;1.5 VDC;C;FLAT	100	
14	0654070	BATT DCELL:ALKALINE;1.5 V;AA	100	
15	0655367	BATT:ALKALINE;1.5 V	100	
16	0654074	BATT:EXTERNAL LI-ION BANK;9/12 VDC	100	
17	0655283	BINDER LSE LF:NORMAL;PLASTIC	100	
18	0655289	BINDING ELEMENT:100 IN A BOX;16 MM	100	
19	0655239	BINDING ELEMENT:100 IN BOX;14 MM;PLASTIC	100	
20	0650293	BINDING ELEMENT:SPIRAL;DIA 45 MM	100	
21	0650303	BINDING ELEMENT:SPIRAL;DIA 6 MM	100	
22	0650302	BINDING ELEMENT:SPIRAL;DIA 51 MM	100	
23	0654146	BINDING ELEMENT:SPIREL;19 MM;100 IN BOX	100	
24	0654147	BINDING ELEMENT:SPIREL;22 MM;50 IN BOX	100	
25	0654144	BINDING ELEMENT:SPIREL;28 MM;100 IN BOX	100	
26	0655388	BOOK DSPLY:FLIP FILE;A3;20 POCKET	100	
27	0655387	BOOK DSPLY:FLIP FILE;A4;10 POCKET	100	
28	0539042	BOOK EXRCS:2 QUIRE;A4;192;HARD;PAPER	100	
29	0654259	BOOK EXRCS:JD163;A4;364;HARD;CARDBOARD	100	
30	0655293	BOOK EXRCS:JD426 INDEX;A5;144;HARD	100	
31	0655292	BOOK EXRCS:JD7567 INDEX;A4;192;HARD	100	
32	0539429	BOOK EXRCS:NOTE;A4;192;HARD;CARDBOARD	100	
33	0538173	BOOK EXRCS:NOTE;A6;144;HARDCOVER;PAPER	100	

No	Material	Description	Quantity	Rate
34	0655290	BOOK EXRCS: PAK OF 3; A4;384; HARD	100	
35	0654297	BOOK EXRCS: WIRO; A4;100 PG; HARD; CARDBOARD	100	
36	0652874	BOOK DSPLY: FLIP FILE; A3;24 POCKET	100	
37	0652873	BOOK DSPLY: FLIP FILE; A4;12 POCKET	100	
38	0652871	BOOK DSPLY: FLIP FILE; A4;20 POCKET	100	
39	0652872	BOOK DSPLY: FLIP FILE; A4;30 POCKET	100	
40	0017482	BOOK REC: SHORTHAND NOTE, STENO PAD	100	
41	0650384	BOOK: INDEX;NOTES;A5 MM;HARD;192	100	
42	0652875	BOX CASH: STEEL; KEY LOCK;WD 200 MM	100	
43	0655660	BOX FILG: A4;WD 30 MM;LG 297 MM;210 MM	100	
44	0655177	BOX FILG:TIDY LIGHTWEIGHT;WD 110 MM	100	
45	0654246	BOX FILG:TIDY;WD 100 MM;LG 320 MM;220 MM	100	
46	0655229	BOX:A4 TIDE ARCHIVE;WD 330 MM;LG 245 MM	100	
47	0655074	BOX:STORAGE BANKERS KRAFT;WD 360 MM	100	
48	0655078	BOX:STORAGE LEVER ARCH, JUMBO,TIDY	100	
49	0654386	BOX:STORAGE, JUMBO DOCUMENT;WD 240 MM	100	
50	0654409	BOX:STORAGE, OFFSITE;WD 330 MM;LG 433 MM	100	
51	0655294	BOX:TM55 STORAGE COLLAPSIBLE;WD 105;260	100	
52	0655758	CALCULATOR OFFC:BIG;LCD;SOLAR	100	
53	0654047	CALCULATOR OFFC:LARGE;LCD;AC MAINS	100	
54	0654039	CALCULATOR SCNTFC:2 LINE;BATTERY;12	100	
55	0654031	CALCULATOR:DESKTOP;12;O/P LCD;LS80 TE	100	
56	0650360	CARD MEM:USB STICK;16 GB	100	
57	0652863	CARD MEM:USB STICK;32 GB	100	
58	0650358	CARD MEM:USB STICK;4 GB	100	
59	0650359	CARD MEM:USB STICK;8 GB	100	
60	0655911	CARDBOARD SHT:PROJECT;WD 210 X LG 297 MM	100	
61	0652853	CARDBOARD SHT:PASTEL;A4;WHITE	100	
62	0648840	CARDBOARD SHT:PROJECT;A4;160 GSM	100	
62	0534267	CLEANER:WHITE BOARD PARROT;LIQUID;250 ML	100	
64	0654008	CLIP PPR:BULLDOG;LG 32 MM;STEEL	100	
65	654004	CLIP PPR:BULLDOG;LG 100 MM;STEEL	100	
66	0654002	CLIP PPR:BULLDOG;LG 25 MM;STEEL	100	
67	0654009	CLIP PPR:BULLDOG;LG 40 MM;STEEL	100	
68	0654010	CLIP PPR:BULLDOG;LG 50 MM;STEEL	100	
69	0654013	CLIP PPR:BULLDOG;LG 60 MM;STEEL	100	
70	0655442	CLIP PPR:CROXLEY NALCLIP DISPENCER	100	
71	0653931	CLIP PPR:GEM;LG 50 MM;STL;COLORED	100	
72	0653944	CLIP PPR:GEM WAFY;LG 78 MM;STL;SILVER	100	
73	0653925	CLIP PPR:GEM;LG 33 MM;STL;COLORED	100	
74	0653935	CLIP PPR:GEM;LG 33 MM;STL;SILVER	100	

No	Material	Description	Quantity	Rate
75	0655441	CLIP PPR:GEM;LG 33 MM;STL;WHITE	100	
76	0653941	CLIP PPR:GEM;LG 50 MM;STL;SILVER	100	
77	0653919	CLIP PPR:MAGIC;LG 4.8 MM;STL	100	
78	0653999	CLIP:BULLDOG;75 MM;STEEL	100	
79	0226850	CLIP:FASTENER;WD 20 X LG 46 MM;STL	100	
80	0653905	CLIP:FOLDBACK;19 MM;STL	100	
81	0653907	CLIP:FOLDBACK;25 MM;STL	100	
82	0653912	CLIP:FOLDBACK;32 MM;STL	100	
83	0653915	CLIP:FOLDBACK;41 MM;STL	100	
84	0653916	CLIP:FOLDBACK;51 MM;STL	100	
85	0653960	CLIPBOARD:WD 210 MM;LG 297 MM;PVC	100	
86	0655422	CLIPBOARD:WD 9 IN;LG 12 IN;MASONITE	100	
87	0194211	CONTAINER:25 L;PLASTIC;CONTAINERS MUST	100	
88	0625767	COVER:BINDING;A4;PLASTIC;CLEAR;PARROT	100	
89	0185092	DISK MEM:CDQ80N3;RECORDABLE;700 MB	100	
90	0079359	DISPENSER TAPE:1.5 IN;STAINLESS STEEL	100	
91	0542374	DISPENSER:R330;POP UP NOTES	100	
92	0655415	DIVIDER INDX:PAPER;MANILLA 10 TAB;A4	100	
93	0655421	DIVIDER INDX:POLYPROPYLENE;BANTEX 7 TABS	100	
94	0536705	DIVIDER INDX:FILE 5 TAB;A4	100	
95	0650300	DIVIDER INDX:PVC;1-10;A4;6089	100	
96	0650298	DIVIDER INDX:PVC;1-5;A4;6085	100	
97	0650297	DIVIDER INDX:PVC;A-Z;A4;6083	100	
98	0650299	DIVIDER INDX:PVC;JAN-DEC;A4;6089	100	
99	0650294	DIVIDER INDX:PVC;TAB 10 TAB;A4	100	
100	0650295	DIVIDER INDX:PVC;TAB 20;A4;6013	100	
101	0536645	DIVIDER INDX:PVC;FILE;A4;1-31	100	
102	0655884	ENVLP STNRY:NO WINDOW;C3;BROWN;SELF SEAL	100	
103	0521491	ERASER BRD:DUSTER, WHITEBOARD	100	
104	0655581	ERASER BRD:SMALL, WHITE;LG 90 X HG 60 MM	100	
105	0655645	ERASER RUBR:PENTEL ZE11T CLIC-ERASER	100	
106	0017241	FASTENER FILE:TWINCLIP;80 MM;STEEL	100	
107	0655909	FILE STNRY:4 HOLE;A4;PVC;ASSORTED	100	
108	0655233	FILE STNRY:40MM LEVER ARCH;A4;CARDBOARD	100	
109	0655408	FILE STNRY:ARCH LEVER;A4;CARDBOARD	100	
110	0654140	FILE STNRY:ARCH LEVER;40 MM;PV;BLACK	100	
111	0654176	FILE STNRY:BINDER FLIP;A4;PV;CLEAR	100	
112	0521503	FILE STNRY:BINDER, FLIP;A4;PVC;CLEAR	100	
113	0017369	FILE STNRY:CONCERTINA;WD 350 X HT 230 MM	100	
114	0017355	FILE STNRY:DEAVY DUTY;A4;CARDBOARD	100	
115	0654178	FILE STNRY:EXECUTIVE, FLIP;A4;PVC;BLACK	100	

No	Material	Description	Quantity	Rate
116	0654187	FILE STNRY:EXECUTIVE, FLIP;A4;PVC;BLACK	100	
117	0654170	FILE STNRY:FLIP;A4;PV;CLEAR;20 POCKET	100	
118	0655661	FILE STNRY:GIANT ARCH LEVER;A4;CARDBOARD	100	
119	0655236	FILE STNRY:LEVER ARCH;A4;PV;GREEN	100	
120	0516528	FILE STNRY:SUSPENSION;A4;MANILLA PAPER	100	
121	0521786	FILE STNRY:ACCESIBLE;A4	100	
122	0017417	FILE STNRY:ACCESSIBLE;PVC;BLACK	100	
123	0599973	FILE STNRY:ARCH LEVER;A4;PVC;WHITE	100	
124	0158741	FILE STNRY:EXPANDABLE;WD 230 X LG 370 MM	100	
125	0654081	FILE:ARCH LEVER, STOW AWAY BOX;HOLDS 5	100	
126	0654102	FILE:CONTAINER,TIDY;A4;SOLID PLASTIC	100	
127	0610283	FILE:LEVER ARCH;A4;PVC;BLACK	100	
128	0654164	FILE:TIDY EXPANDA;A4;CARDBOARD	100	
129	0655898	FOLDER FILE:SCORED SLOT;A4;CARDBOARD	100	
130	0655132	FOLDER FILE:TIDY 160 GRAM LIGHT WEIGHT	100	
131	0539090	FOLDER FILE:3230;QUOTATION;BLUE	100	
132	0539494	FOLDER FILE:CARRY;ASSORTED COLOURS	100	
133	0521836	FOLDER FILE:DOCUMENT WALLETS;A4;PP	100	
134	0554229	FOLDER FILE:HEAVY DUTY;A4;CARDBOARD	100	
135	0654279	FOLDER:PRESENTATION 3210;A4;CARRY	100	
136	0528274	FOLDER:PVC;A4;CARRY;ASSORTED;PLASTIC	100	
137	0654304	FOLDER:SECRETERIAL, 2 SIDES OPEN;A4	100	
138	0654028	INK STMP PAD:RUBBER;BLACK;BOX	100	
139	0654721	INK:PILOT;BLUE, RED, BLACK;30 ML	100	
140	0655142	LABEL PRNTR:BROTHER DK 222050;PAPER	100	
141	0655881	LABEL PRNTR:TZ 231;PAPER;12 MM	100	
142	0655230	LABEL:FLAG;WD 12 X LG 45 MM;ASSORTED	100	
143	0521489	LABEL:FLAGS, POST IT;3M;4 COLORS;BLANK	100	
144	0654123	LABEL:REINFORCEMENT RINGS;DIA 14 MM	100	
145	0654137	LABEL:SELF ADHESIVE;C10,C13,C19,C25,C32	100	
146	0655444	LEAD PNCL:0.5 MM;HB	100	
147	0158751	LEAD PNCL:0.7 MM;HB;12	100	
148	0535140	MARKER FELT TIP:ASSORTED;X3	100	
149	0540834	MARKER FELT TIP:HIGHLIGHTERS WALLET	100	
150	0655389	MARKER FELT TIP:PERMANENT;ASSORTED	100	
151	0542407	MARKER FELT TIP:UNK;WHITE BOARD;ASSORTED	100	
152	0654250	MARKER FELT TIP:WHITEBOARD;ASSORTED	100	
153	0521500	MARKER FELT TIP:70;ROUND	100	
154	0650345	MARKER FELT TIP:BLACK	100	
155	0521183	MARKER FELT TIP:HIGHLIGHTER;ML, CL11, ST	100	
156	0650346	MARKER FELT TIP:NON PERMANENT;ASSORTED	100	

No	Material	Description	Quantity	Rate
157	0650347	MARKER FELT TIP:PAINT;ASSORTED	100	
158	0650348	MARKER FELT TIP:PAINT;GOLD	100	
159	0650349	MARKER FELT TIP:PAINT;SILVER	100	
160	0650356	MARKER FELT TIP:PAINT;WHITE	100	
161	0650357	MARKER FELT TIP:PERMANENT;ASSORTED	100	
162	0652861	MOUSE:MICROSOFT MOBILE MOUSE 1850;BLACK	100	
163	0655759	MOUSE:VERBATIM WIRELESS M49042 BLK	100	
164	0652876	ORGANIZER DESK:OFFICE;ROUND	100	
165	0654812	PAD WRTG PPR:EXAM PUNCH;A4;BLACK;80;YES	100	
166	0654843	PAD WRTG PPR:FLAGS, POST IT;SQ 73 MM	100	
167	0654845	PAD WRTG PPR:NEON, POST IT;SQ 76 MM;653	100	
168	0533285	PAD WRTG PPR:NOTES;SQ 76 MM;YELLOW;1200	100	
169	0654326	PAD WRTG PPR:POST IT;WD 35 X LG 51 MM	100	
170	0533129	PAD:POST-IT;SQ 76 MM;PAPER;YELLOW	100	
171	0650365	PEN BALL PNT:BK, SUPERB;0.7 MM;ASSORTED	100	
172	535043	PEN BALL PNT:BL77;UNK;0.7 MM;BLACK	100	
173	0655480	PEN BALL PNT:BLG2 PILOT;1.0 MM;BLACK	100	
178	0650389	PEN BALL PNT:BX V5 EXTRA FINE;0.5 MM	100	
179	0650362	PEN BALL PNT:PENTEL CLICK;1.0 MM	100	
180	0650363	PEN BALL PNT:PENTEL CRYSTAL;1.0 MM	100	
181	0650366	PEN BALL PNT:G2;0.7 MM;ASSORTED;GEL	100	
182	0533219	PEN BALL PNT:PARKER REFILL;M;BLACK	100	
183	0655478	PEN BALL PNT:PILOT FRIXION;0.7 MM;BLACK	100	
184	0650383	PEN BALL PNT:SUPER GRIP RETRACT;0.7 MM	100	
185	0655639	PEN BALL PNT:UB-157 EYE ROLL;0.7 MM	100	
186	0655047	PEN BALL PNT:V BALL;0.5 MM;BLACK	100	
187	0655049	PEN BALL PNT:VBALL;0.7;BLACK	100	
188	0542023	PEN CORCTN:WHITE;0.5 MM;7 ML;ZLC21-W	100	
189	0541380	PEN CORCTN:ZL72;WHITE;0.5 MM;4.2 ML	100	
190	0546605	PEN BALL PNT:BIC CLIC;1 MM;BLACK;LIQUID	100	
191	0650361	PEN BALL PNT:PENTEL;FINE MM;ORANGE	100	
192	0598434	PEN BALL PNT:PILOT BP-S BLACK;REFILLABLE	100	
193	0536573	PEN CORCTN:ZL31W;FINE POINT	100	
194	0650368	PEN:GEL GRIP HYBRID;ASSORTED	100	
195	0650369	PEN:HYBRID GEL RETRACTABLE;ASSORTED	100	
196	0650364	PEN:ROLLER BALL;ASSORTED;BL G2 5 GEL	100	
197	0655451	PENCIL MECH:CLUTCH;ASORTED;0.7 MM	100	
198	0655569	PENCIL MECH:SHARPLET;BLACK;0.9 MM	100	
199	0655446	PENCIL MECH:SHARPLET A;ASORTED;0.3 MM	100	
200	0017448	PENCIL MECH:CLUTCH CUSHION POINT;0.5 MM	100	
201	0655448	PENCIL:WOOD;2B;BLACK;STAEDTLER TRADITION	100	

No	Material	Description	Quantity	Rate
202	0655449	PENCIL:WOOD;3B;BLACK;STAEDTLER TRADITION	100	
203	0655450	PENCIL:WOOD;B;BLACK;STAEDTLER TRADITION	100	
204	0655427	POCKET VSB INDX FILE:TWINLOCK;A4;PVC	100	
205	0655428	POCKET VSB INDX FILE:TWINLOCK;A4;PVC	100	
206	0538989	POCKET VSB INDX FILE:PLASTIC; A4	100	
207	0652844	POINTER LSR:PRESENTATION;20 M	100	
208	0652847	POUCH LMNTD:54 X 86 MM;THK 250 U;GLOSS	100	
209	0652852	POUCH LMNTD:A2;THK 150 U;GLOSS	100	
210	0536456	PUNCH PPR:P425;P425;6 MM;4;HAND;25 SHT	100	
211	0655624	PUNCH PPR:PREMIUM P215;6 MM;HAND;LIGHT	100	
212	0655626	PUNCH PPR:PREMIUM P240;6 MM;2;HAND;HEAVY	100	
213	0655621	PUNCH PPR:PREMIUM,P225;6 MM;HAND;MEDIUM	100	
214	0654311	PUNCH PPR:WIRO;4.4 MM;A4;HAND;150 PG	100	
215	0542592	PUNCH PPR:DP800;HEAVY DUTY;63	100	
216	0535020	REFIL ERSR:ZER 2;RUBBER LATEX-FREE	100	
217	0536009	REFILL MEMO CUBE:WHITE	100	
218	0537374	REMOVER STPL:BANTEX	100	
219	0650385	RULER:SHATTERPROOF;30 CM	100	
220	0650386	RULER:30 CM;STAINLESS STEEL	100	
221	0650387	SCISSORS:LG 212 MM;ORANGE	100	
222	0650388	SCISSORS:LG 212 MM;SMOKED	100	
223	0521184	SHARPENER PNCL:2	100	
224	0654490	SHEET:PVC;A4;TWINLOCK FROSTED;CLEAR	100	
225	0654150	SPIKE:STATIONARY;3 MM;LG 150 MM	100	
226	0652785	STAMP:TRODAT 5208;DATE	100	
227	0655208	STAMP:TRODAT 5460 TRO5460P;DATER	100	
228	0655068	STAPLE:GIANT;66/8;WD 8 MM	100	
229	0655580	STAPLE:HEAVY DUTY;23/6;WD 6 MM	100	
230	0541270	STAPLE:NO 56	100	
231	0538036	STAPLE:PAPER;WD NO 26/6;STL	100	
232	0655761	STAPLE:PAPER;23/17;WD 17 MM	100	
233	0654126	STAPLE:PAPER;23;WD 16 MM;10 MM	100	
234	0655917	STAPLE:PAPER;66/11;WD 13.15 MM	100	
235	0655040	STAPLER:BUDDY;MINI	100	
236	0655051	STAPLER:HEAVY DUTY;HD210	100	
237	0655046	STAPLER:JUNO PLUS;210	100	
238	0537670	STAPLER:UNK;ODYSSEY, HEAVY DUTY	100	
239	0538698	STAPLERS REXEL NO.56	100	
240	0655617	STICKER:URGENT;WD 14 X LG 40 MM;OFFICE	100	
241	0541840	STO AWAY 5 COMPARMENT	100	
242	0655057	TACK:DRAWING;11 MM	100	

No	Material	Description	Quantity	Rate
243	0655080	TAG:NO5 BUFF;BLANK;WD 60 X LG 121 MM	100	
244	0650390	TAPE ADHSV:BUFF;WD 48 MM X LG 50 M;VINYL	100	
245	0650391	TAPE ADHSV:BUFF, SELLO;VINYL;CLEAR	100	
246	0158735	TAPE ADHSV:MAGIC;WD 12 MM X LG 50 M	100	
247	0533606	TAPE ADHSV:SCOTCH 27;WD 12 MM X LG 10 M	100	
248	0650392	TAPE ADHSV:SELLO;WD 12 X LG 66 MM;VINYL	100	
249	0650393	TAPE ADHSV:SELLO;WD 24 X LG 66 MM;VINYL	100	
250	0655138	TAPE EMBSG:BLACK ON YELLOW;9 MM;160 U	100	
251	0536636	TAPE EMBSG:BLACK ON WHITE;9 MM;9 MM;8 M	100	
252	0655135	TAPE EMBSG:BLACK ON YELLOW;18 MM;160 U	100	
253	0534579	TAPE EMBSG:BLACK/WHITE;24 MM;160 uM;8 M	100	
254	0650395	TAPE CORCTN:5 MM;5 M;WHITE	100	
255	0158652	TAPE EMBSG:TZ231;BLACK ON WHITE;12.7 MM	100	
256	0653986	THIMBLE FNGR PROT:NO 1;RUBBER;RED	100	
257	0534227	TRAY SET DESK:3;LETTER;CLEAR;BANTEX	100	
258	0650301	WALLET:DOCUMENT A4;POLYPROPYLENE	100	
259	659763	A4 Printing paper Box of 5 reams	100	
260	157100	A3 Printing paper Box of 5 reams	100	
261	727582	Bostik	100	

The rates will be fixed and firm for the first 12 months and thereafter be adjusted for the second (2nd) and the third (3rd) year in accordance with the SEIFSA index (CPI)

Note: Transport Costs will be according to approved AA rates.

PART 3: SCOPE OF WORK

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C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	

C3.1: PURCHASER'S GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

2 Specification and description of the *goods*

Supply and Delivery of Stationary to Transmission North Grid.

Executive overview

Norther Grid has been purchasing Stationary using petty cash and LPO process. This has become a cumbersome exercise at times and may lead to non-adherence to the Eskom commercial process.

Thus, there is a need for a contract hence a decision to establish a long-term contract for duration of three (3) years until the market is stable.

Employer's requirements for the service

The contractor will have to:

- Supply and deliver Stationary and perishable goods to Eskom Transmission North Grid for a period of 3 years.

3 Supply Requirements

Refer to Technical Specification

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

4 Specification of the *services to be provided*.

N/A

5 Constraints on how the *Supplier Provides the Goods*

5.1 Programming constraints

The contract is as when required, the supplier to stick to the conditions stipulated

5.2 Work to be done by the Delivery Date

The Groceries must be delivered on site in full.

5.3 Marking the goods

All goods will be paid when delivered to site.

5.4 Constraints at the delivery place and place of use

Goods to be delivered between 07:15 and 16:00 Monday – Thursday, as well as Friday between 07:15 and 12:00. No delivery will be accepted during weekends as well as holidays.

5.5 Cooperating with Others

N/A

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

--

5.7 Management meetings

Quarterly meetings to be held once the contract is up and running to discuss the progress, anticipated next delivery, compensations events should there be any. The meeting to be attended by the Supply Manager or his/her representative, Service Provider representative and the End User. The meeting will be held at Polokwane Offices.

The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Quarterly on ____ date to be communicated ____ at ____	Polokwane Offices	Supply Manager/Rep, End user and Supplier Manager.
Overall contract progress and feedback	Quarterly on date to be communicated at ____	Polokwane Offices	<i>Purchaser, Supplier, and End User</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.

5.8 Documentation control

All communication will be in the form meeting minutes as well as emails both parties are required to have projects file to ensure the details of the contract are stored accordingly.

5.9 Health and safety risk management

Refer to the SHE spec's attached.

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

5.10 Environmental constraints and management

N/A

5.11 Quality

Specify minimum requirements for the *Supplier*'s Quality Plan and Work Procedures if required and not already covered in the specifications for the goods.

ISO 9001 compliance is a condition, and it shall apply.

Supplier Quality Management Standards. (Refer the detailed attached specification)

5.12 BBBEE and Preference and preference Scheme

1. Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract.

Number of Jobs to be created	Number of Jobs to be retained

2. Skills Development

Tenderers are required to propose against the following training initiatives:

Category	Eskom Target	Tenderer Proposal
Artisans		

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

5.13 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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

The *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)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

5.14 Insurance provided by the *Purchaser*.

No additional insurance apart from the stated in the contract data.

5.15 Contract change management.

No additional requirements we shall use compensation clause included under section 6 of this contract.

5.16 Provision of bonds and guarantees.

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

Assessments signed by all parties, notification of compensation events should there be any should be kept by the *Supplier* as well as the *Purchaser* for future reference.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

N/A

6.1.2 Limitations on subcontracting

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

6.1.3 Spares and consumables.

N/A

6.1.4 Other requirements related to procurement.

N/A

6.1.5 Cataloguing requirements by the *Supplier*

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

7 List of drawings

7.1 Drawings issued by the *Purchaser*.

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
.....
.....
.....
.....
.....

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.
