



## C3.1: *PURCHASER'S* GOODS INFORMATION

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## 1 Overview and purpose of the goods and services

The purpose of this document is to detail the scope of work for the supply and delivery of stationery to Group Capital Division (GCD) for a period of 3 years.

## 2 Specification and description of the goods

The Supplier will deliver the following description of goods on an as and when required basis.

Item nr	Description	Unit
1	Clear A4 Folders	Each (Pack of 10)
2	Counter books A4 -1 Quire 96 page	Each
3	Counter books A4 -3 Quire 288 page	Each
4	File dividers	Each
5	A4 Lever Arch Blue File	Each
6	A4 Plastic envelopes	Set of 2
7	A5 Counter notebooks	Each
8	AAA Batteries	Each (12 in a pack)
9	AA Duracel Power Plus Batteries	Pack (12 in a pack)
10	Bic Click black pens (60inaPack)	Pack (60 in a pack)
11	Bic Click red pens (60inaPack)	Pack (60 in a pack)
12	Clip, Paper: Bulldog; LG 100mm; Steel	Each
13	Clip, Paper: Bulldog; LG 125mm; Steel	Each
14	Clip, Paper: Bulldog; LG150mm; Steel	Each
15	Clip, Paper: Bulldog; LG25mm; Steel	Each
16	Clip, Paper: Bulldog; LG32mm; Steel	Each
17	Clip, Paper: Bulldog; LG 50mm; steel	Each
18	Clip, Paper: gem; LG33mm; clr silver	Each
19	Stapler (standard)	Each
20	Staples 26/6staples	Box
21	Staples (box) standard	Box
22	Sticky notes	Pack (3 in a pack)
23	Tape Adhesive: SCOTCH27	Each
24	Tape Adhesive; SELLO; CLR Clear	Each
25	Typek Printing A3 Paper	Box

26	Typek Printing A4 Paper	Box
27	Whiteboard markers (black/red/blue/green)	Pack (4 in a pack)
28	A4 Photo Frames	Pack (4 in a pack)
29	A3 Photo Frames	Pack (4 in a pack)
30	Wireless Pointers for presentation	Each
31	Polypropylene Carry File Folder (blue, red, black, green)	Each
32	Divider (Unprinted index 5) PVC Tab 20 A4	Each
33	Scissor 174mm	Each
34	Ruler Shatterproof 30cm	Each
35	Mobile projectors	Each
36	Delivery to Eskom Megawatt Park, 1 Maxwell Drive, Sunninghill, Sandton	Each

**Note:** Stationery items will be procured on an as and when basis. Quantities are merely estimates to be used for calculation of the estimated contract value. The evaluation of prices will be based on rates received.

### 3 Supply Requirements

- 3.1 Ensure compliance to all requirements within this document.
- 3.2 To supply requested stationery items on an as and when basis at the right quality, quantity and time.
- 3.3 The Goods will conform with the quality, description and other particulars of the goods stated in the scope of work.
- 3.4 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, workmanship for a period of 6 months from the date of delivery.
- 3.5 The Goods will comply with all performance and other specifications stated in the bid documents, and all applicable legislation for the time being in force;
- 3.6 The Goods will conform with all quality standards.
- 3.7 Unless the Purchaser has agreed otherwise in writing, the Supplier shall deliver the exact quantities of the stationery specified in the TO. Without affecting its other rights and remedies, the Purchaser reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.

### 4 Constraints on how the *Supplier* Provides the Goods

#### 4.1 Work to be done by the Delivery Date

- 4.1.1 Packing lists for cases and their contents
- 4.1.2 Copy of invoice for the goods
- 4.1.3 Delivery Note
- 4.1.4 Test results and maintenance manuals (if applicable)

## 4.2 Constraints at the delivery place and place of use

Goods delivered to Megawatt Park or according to task order instruction, if applicable.

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

- 4.3.1 Giving notice of Delivery
- 4.3.2 Checking packing and marking before dispatch
- 4.3.3 Contracting for transport
- 4.3.4 Loading the goods
- 4.3.5 Unloading the goods

## 4.4 Management meetings

Meetings regarding delivered stationery items will be arranged as and when required.

The Supply Manager or representative shall be entitled to request the Supplier to provide additional reports when in his/her opinion they are warranted to monitor the progress of the work.

The documents are as follows:

Title and purpose	Frequency
Monthly delivery report	Every 1 <sup>st</sup> of the month the <i>Supplier</i> will submit a high level report reflecting the total number of stationery items per item.
Risk Register and Customer Surveys	As and when required
Delivery notes	With every delivery

## 4.5 Documentation control

Documentation requirements cover's all reports, certificates or any other document exchanged between the Employer and the Contractor for the duration of the contract. Not only must these documents be comprehensive and complete but shall comply with strict document control and revision procedures.

The *Supplier* is responsible to plan the supply of the documentation during the period of the contract and to provide the documentation in accordance with the *Purchaser's* requirements.

The Contractor must submits all documentation on a formal transmittal form to the *Supply Manager*.

All documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Supply Contract communication requirements.

## 4.6 Health and safety risk management

The *Supplier* shall comply with the health and safety criteria and constraints from the enquiry, to be included before award

#### 4.7 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints from the enquiry, to be included before award

#### 4.8 Quality

The *Supplier* shall comply with the environmental criteria and constraints from the enquiry, to be included before award

#### 4.9 Invoicing and payment

Deliverables generally follow the process outlined in Table 1.

**Table 1: Process for Review and Acceptance of Deliverables (in the case of a fee remuneration methodology)**

Ref.	Task	Responsibility
1.	<i>Purchaser</i> provides the <i>Supplier</i> with a written TO including the quantities, values, delivery address and delivery date.	<i>Purchaser</i>
2.	<i>Supplier</i> reviews the TO and seeks clarity (if required)	<i>Supplier</i>
3.	The <i>Purchaser</i> and <i>Supplier</i> can arrange a clarification meeting where the details of the requirements are discussed (if required)	<i>Supplier and Purchaser</i>
4.	During the TO clarification meeting, the TO is revised, finalised, and signed off	<i>Supplier and Purchaser</i>
5.	The <i>Purchaser</i> obtains approval of the TO in line with the approved DOA	<i>Purchaser</i>
6.	The <i>Purchaser</i> sends a signed TO with PO number to the <i>Supplier</i> as an instruction to start work	<i>Purchaser</i>
7.	The <i>Supplier</i> delivers the required quantities to the delivery address on or before the date specified for delivery in the TO	<i>Supplier</i>
8.	The <i>Purchaser</i> confirms delivered items are the right quantity and quality	<i>Purchaser</i>
9.	The <i>Purchaser</i> issues a payment certificate to the <i>Supplier</i>	<i>Purchaser</i>
10.	The <i>Purchaser</i> approves payment certificate and provides the <i>Supplier</i> a Goods receipt number	<i>Purchaser</i>
11.	The <i>Supplier</i> submits invoices for approval and processing to Eskom GCD accountants payable <a href="mailto:InvoicesgrpcapitalMHP@eskom.co.za">InvoicesgrpcapitalMHP@eskom.co.za</a>	<i>Supplier</i>

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)

#### 4.10 Contract change management

All changes must be requested through the *Purchaser*.

#### 4.11 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.

This will only be applicable is an Advance Payment is required and therefore an Advance Payment Bond will be required.

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

The *Supplier* is required to keep any records of Defined Cost. The supplier to provide evidence of Define Cost to the *Supply Manager* in the form invoices. Clause 52.1 requires any amounts included in Defined Cost to be at open market or competitively tendered levels. The cost of preparing quotations for compensation events is specifically excluded.

### 5 Procurement

#### 5.1 Subcontracting

##### 5.1.1 Preferred subcontractors

Not defined in this contract.

##### 5.1.2 Limitations on subcontracting

Limitation in accordance with Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

##### 5.1.3 Other requirements related to procurement

#### Section 1: Preference Point Scoring System

In accordance with Section 2(1)(d)(i) of PPPFA, that requires contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. **The scorecard applicable is the 80/20 as stated below:**

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

To claim preferen

ce points as specific goals, a tenderer must submit the following documentation:

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit /CIPC affidavit.
- Joint-ventures (Jv) must submit B-BBEE Certificate from a SANAS Accredited verification agent in the name of the JV. Sworn Affidavits are not acceptable for Jvs and may result zero scoring on points.
- Proof of ownership (CIPS documentation) and breakdown of Shareholding information
- Certified ID copies of shareholder(s)

A tenderer failing to documentation for the allocation of preference points will not be disqualified, but- may only score points out of 90/80 for price scores zero points out of 10/20 for specific goals.

**Section 2: Objective Criteria - May change award from the highest ranked tenderer to another tenderer in accordance with the requirements of the PPPFA [clause 2(1)(f)]:**

**2.1 Designated Sectors:** It is applicable as the scope of work contains products/goods, material, components and parts that are designated which means that they have stipulated minimum threshold for Local Production and Content that must be complied with before the Contract is awarded, or the Tenderer should obtain an exemption from the Department of Trade, Industry and Competition.

	<table border="1" style="display: inline-table;"> <tr> <td style="text-align: center;"><b>YES</b></td> <td style="text-align: center;"><b>NO</b></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	<b>YES</b>	<b>NO</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>YES</b>	<b>NO</b>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>				
a) Is this Commodity or part of it a Designated Sector?					
Please indicate below Designated Components:					

**Section 3: Contractual Requirements - Contractual requirements are not evaluation criteria. They are required to be met and assessed after the evaluation and ranking of the tenders.**

**3.4. Job Opportunities and Upskilling of Employees**

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

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

The Contractor should ensure that all its General Workers and Semi-Skilled Workers and at least 30% of the skilled workers are recruited from within Nkangala District and Bronkhorstspuit Local Municipality Areas.

**Section 5: Reporting and Monitoring**

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments

#### **5.1.4 Cataloguing requirements by the *Supplier***

**Is applicable, 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).**