



NEC3 Supply Contract (SC3)

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

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

for **Supply, Delivery and Assembling of Office Furniture
at Various Office Buildings to Matla Power Station on
an As and When required Basis for a Period of 5
Years**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[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 and Assembling of Office Furniture at various Office Buildings to Matla Power Station on an As and When required Basis for a Period of 5 Years

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)

Bob Phale

Capacity

General Manager: Matla Power
Station

**for the
Purchaser**

Eskom Holdings SOC Limited
Matla Power Station
Private Bag x 5012
KRIEL
2271

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*
**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**
Name &
signature
of witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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.	N/A
10.1	The <i>Supply Manager</i> is (name):	
	Address	Matla Power Station Delmas Road KRIEL 2271
	Tel	
	Fax	NA
	e-mail	
11.2(13)	The <i>goods</i> are	Supply, delivery and assembling of Office Furniture
11.2(13)	The <i>services</i> are	Supply and delivery of Office Furniture to Matla Power Station on an as and when required basis for a Period of 5 Years
11.2(14)	The following matters will be included in the	Road Closure

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

Risk Register

Unavailability of access to site
Industrial Strike or civil unrest

11.2(15)	The Goods Information is in	Part 3: Scope of Work.	
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	1 week	
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 <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		Supply, delivery and assembling of Office Furniture at various office buildings to Matla Power Station on an as and when required basis for a Period of 5 Years	As per purchase order and agreed lead times
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	Supply Manager to be notified and agree for early delivery	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks after signing contract (1 week kick-off meeting, 1 week after kick-off meeting supplier submit plan)	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 week.	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after delivery of goods	
43.2	The <i>defect correction period</i> is	24 hours from receipts of the purchaser's written defects notification.	
42.2	The <i>defects access period</i> is	2 days after notification	

5	Payment	
50.1	The <i>assessment interval</i> is	5 days after delivery of the goods
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax 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.
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 SC
7	Title	To be managed as per core clause 7 of the NEC3 SC
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	Natural disaster
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Not applicable
88.4	The <i>Supplier's</i> total liability to the	The total of the contract prices

Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

88.5 The *end of liability date* is **3 years after Delivery of the whole of the goods and services.**

9 Termination and dispute resolution

94.1 The *Adjudicator* is **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the ICE-SA Division.**

94.2(3) The *Adjudicator nominating body* is: **the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**

94.4(2) The *tribunal* is: **arbitration**

94.4(5) The *arbitration procedure* is **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

94.4(5) The place where arbitration is to be held is **Johannesburg, South Africa**
 The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator, is **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1 Price adjustment for inflation CPA shall be applied 16 months after base date

X1.1 The *base date* for indices is **One month before tender closing date**

The proportions used to calculate the Price Adjustment Factor are:

Component	Weight	Table
Fixed	15%	
	100%	

X2 Changes in the law

X2.1 A change in the law of **Becomes a Compensation Event only if the**

	changes in the Law of the Republic of South Africa took place after the Contract Date.		
X7	Delay damages		
X7.1	Delay damages for Delivery are	Late delivery of goods	amount per day
		Goods (Furniture) as per the Purchase Order	0.5% per day of delay and limited to 10% of the Purchase Order value
	Should delay damages be applied, the supplier it to invoice for the full purchase order amount, and provide a credit note for delay damages.		
Z	The <i>additional conditions of contract</i> 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 <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.

- 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 <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> 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>Purchaser's 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	Per the insurance policy document

Business Interruption	
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

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

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel	means measurements performed in parallel, yet separately, to existing

Measurements	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

[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:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
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 <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	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
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 <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*

[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's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R , (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table 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:													

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

%

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>	[1]

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a

- compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

CONTRACT TITLE: SUPPLY AND DELIVERY OF OFFICE FURNITURE TO ESKOM MATLA POWER STATION FOR A PERIOD OF 5 YEARS

Item No.	Description	Figure	QTY	Rate	Total Price for 5 Years
1	L-Shape Desk	Figure 1	300		
2	Filing Cabinet 1 x Roller door	Figure 2	200		
3	Filing Cabinet 2 x Roller door	Figure 3	200		
4	Small Round Meeting Table Colour: Maple	Figure 4	20		
5	Small Meeting Table Colour: Mahogany	Figure 5	40		
6	Office Chair Falcon High Back	Figure 6	500		
7	Falcon Visitor Chair	Figure 7	300		
8	Plastic Coffee Area Chair, Blue	Figure 8	400		
9	Alpha High Back Chair	Figure 9	100		
10	Alpha Medium Back Chair	Figure 10	100		
11	Heavy Duty Chair 24/7	Figure 11	10		
12	Big & Tall High Back Chair	Figure 12	100		
13	Executive Leather Visitors Chair	Figure 13	200		
14	Leather High back-office chair	Figure 14	200		
15	Executive Desk With Credenza And Pedestal	Figure 15	100		
16	16-Seater Boardroom Table	Figure 16	20		
17	Boardroom Tables 12-seater oval table with panel legs	Figure 17	30		
18	Trinity Double Couch covered with Eskom fabric	Figure 18	100		
19	Trinity Single Couch covered with Eskom fabric	Figure 19	100		
20	London Double Couch covered with Eskom fabric	Figure 20	100		
21	Classroom Chair – seat covered with black material and back rest covered with blue material	Figure 21	300		
22	Black Bonded Leather Office Sofa Single Seat	Figure 22	10		
23	Black Bonded Leather Office Sofa Two-Seater	Figure 23	10		
24	Black Bonded Leather Office Sofa Three Seat	Figure 24	5		
25	Coffee Table	Figure 25	30		
26	Maple Wooden Waste Bin	Figure 26	400		

27	Mobile Storage Mobile Server unit	Figure 27	20		
28	Mobile Storage Pencil tray drawer	Figure 28	20		
29	Workspace Cubicles 3 x 1 200 x 750mm with drawers	Figure 29	50		
30	Cold & Cool Water Dispenser 20L,	Figure 30	200		
31	A4 Laminating Machine	Figure 31	20		
32	Storage Box, A4 Cardboard Archive Filing Boxes with Lids	Figure 32	200		
33	Coat and Hat Stand Wooden hat and coat stand	Figure 33	300		
35	Notice Boards In/Out board magnetic 20 people consist of a magnetically receptive Steel surface.	N/A	200		
36	Wooden Lockers 9 bay on square metal legs	N/A	200		
37	Heavy Duty Shredder 60 sheets with the Parrot Auto Feed Cross-Cut Paper Shredder	N/A	20		
38	Industrial/Office Shredder Rexel Optimum Auto Feed Cross Cut Paper Shredder,	N/A	20		
39	20L Microwave Compact Cavity Size: 20L capacity in a convenient size Easy-to-Use Controls	N/A	100		
40	Kettle The 360° Cordless Stainless-Steel Kettle offers a sleek design with user-friendly features	N/A	100		
41	Bottom Mount Refrigerators 344L a 344L net capacity, a real space	N/A	50		
42	90L Bar Fridge 90L Single Door Bar Fridge	N/A	100		
43	170L Top Freezer Fridge Top Mount Fridge is a unique	N/A	50		
44	3 Tier A4 Wooden Filling Tray Mahogany	Figure 44	100		
45	3Tier Wooden A4 Filling Tray, MAPLE	Figure 45	500		
46	Ergonomic Height Adjustable Footrest with 2 Height Settings	Figure 46	600		
47	Mobile Folding Table	Figure 47	100		
48	Preliminaries and General (Safety file, PPE, Medicals, Police clearance)				

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	Purchaser's Goods Information	
C3.2	Supplier's Goods Information	

	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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5.7	Management meetings	20
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1 Overview and purpose of the *goods and services*

Supply and delivery of Office Furniture to Matla Power Station for a period of 5 years

1. Product Information

1.1 Scope of Work

1.1.1 Description of the *works*

ESKOM Matla Power Station intends to enter into a contract for the Supply and Delivery of Office Furniture and Supplies at Matla Power Station on an as and when required basis for a period of five years. The contract will be entered into with a Service Provider that is well established and experienced.

L-Shape Desk – See Figure 1

- 1) 1 x Handed Core Top- 1700mm x 1200mm x 700mm
- 2) 1 x extension top- 1000 x 700
- 3) 1 x Fixed pedestal
- 4) 1 x roller door with one shelf
- 5) 3 x Round desk legs- 76mm diameter
- 6) Item name on National Contract: D2 Pedenza Type Workstation



Figure 1

Filing Cabinet – See Figure 2 Option 1 and Figure 2 Option 2

Option 1

- 1) 1120mm x 1150mm
- 2) 450mm deep
- 3) 1 x Roller door
- 4) 3 x Metal shelves
- 5) Handle fitted with a multi- point locking system

Option 2

- 1) 1150mm x 1120mm
- 2) 450mm deep
- 3) 2 x Roller doors
- 4) 4 x Metal shelves

5) 2 x Handle fitted with a multi- point locking system



**Figure 2 Filing Cabinet – Option 1
Option 2**



Figure 2 Filing Cabinet –

Small Round Meeting Table – See Figure 3

- 1) 1200mm diameter round top x 600mm (height)
- 2) 1 x Round desk legs – 120 diameter
- 3) 32 mm thickness of the table
- 4) **Colour: Maple**



Figure 3 Small Meeting Table

- 1) 1200mm diameter round top x 600mm (height)
- 2) 1 x Round desk legs – 120 diameter
- 3) 32 mm thickness of the table
- 4) **Colour: Mahogany**



Figure 4 Small Meeting Table

Chairs – See Figure 5 and Figure 6

Office's Chair

- 1) Falcon High Back 24/7 Chair
- 2) Ergonomic design
- 3) 5-year Guarantee

Visitor's Chair

- 1) Falcon Visitor Chair
- 2) Black Mesh



Figure 5



Figure 6



Figure 7: Plastic Coffee Area Chair, Blue



Figure 8 Alpha High Back Chair



Figure 9 Alpha Medium Back Chair



Figure 10 Texas Heavy Duty Chair 24/7



Figure 11 Executive Leather Office Chair



Figure 12 Executive Leather Visitors Chair



DESCRIPTIONS:

High back office chairs have back rests that extend to the upper back, adjustable in height, depth and angle for maximum comfort.

Maximum user weight: 220kg

Upholstery Material: Genuine Leather, Top Grain Leather (Matte)

Base size: 350mm

Base material: Chrome base

Armrests: Chrome armrest with genuine leather cover

Gas lift: Class 2 gas lift height adjustment

Mechanism: Butterfly mechanism

Castors: black nylon

Colour: black



EXECUTIVE DESK WITH CREDENZA AND PEDESTAL
2200L X 1100D X 800MM HIGH



Figure 13 Boardroom Table, able to seat up to 16 individuals
4 x Curve modesty panels, Colour: Maple



Boardroom Tables
12 seater oval table with panel legs. The table must be made in melamine colour



Figure 14 Trinity Double Couch



Figure 15 Trinity Single Couch



Figure 16 London Double Couch



Figure 16 Classroom Chair



BLACK BONDED LEATHER OFFICE SOFA SINGLE SEAT. CONTEMPORARILY EUROPEAN STYLE DESIGN. POLISHED STAINLESS STEEL FRAME. UPHOLSTERED WITH BLACK BONDED LEATHER. ULTRA SOFT AND COMFORT



**BLACK BONDED LEATHER OFFICE SOFA TWO SEAT.
CONTEMPORARILY EUROPEAN STYLE DESIGN. POLISHED
STAINLESS STEEL FRAME. UPHOLSTERED WITH BLACK BONDED
LEATHER. ULTRA SOFT AND COMFORT**



**BLACK BONDED LEATHER OFFICE SOFA THREE SEAT.
CONTEMPORARILY EUROPEAN STYLE DESIGN. POLISHED
CHROME FRAME. UPHOLSTERED WITH BLACK BONDED
LEATHER. ULTRA SOFT AND COMFORT**

Coffee Table: See Figure 17

1) 1200mm x 600 mm oval coffee table



Figure 17



Figure 18 Maple Wooden Waste Bin

Mobile Storage – See Figure 19 and Figure 20

Mobile Server unit - Option 1

1) 1600mm x 700mm x 900mm

2) 3 x castor wheels

3) 1 x panel top

Mobile storage – Option 2

1) 1 x Pencil tray drawer

2) 3 x standard drawers



Figure 19 Mobile Storage Option 1



Figure 20 Mobile Storage Option 2



**Figure 21 Mobile Storage
Workspace Cubicles 3 x 1 200 x 750mm with drawers**



Cold & Cool Water Dispenser 20L

A4 Laminating Machine

Speed Per Minute: 400mm. Throat Width: 240mm. Pouch Thickness: 160-250mic. Warm Up time: 2 Mins. Special Features: Hot Lamination. Overheat Protection.

Storage Box

A4 Cardboard Archive Filing Boxes with Lids - 390mm(L) x 304mm(W) x 238mm(H) File Box
Document Box Home Office Storage - Pack of 5



Coat and Hat Stand

Wooden hat and coat stand



White Boards

Standard White Board

- Concealed mounting (wall screws and masonry plugs supplied, 6mm).
- Additional brackets for boards larger than 1500mm.
- Slide-in aluminium pen tray (450 x 35mm).
- Pen tray packed behind board to ensure no damages while being transported.
- Can be used with the Easy Rail System.
- Anodised aluminium frame

Notice Boards

In/Out board magnetic 20 people consist of a magnetically receptive Steel surface.

Dimension: 900 x 600 mm

Wooden Lockers

9 bay on square metal legs

1350mm (w) x 450mm (d) x 1212mm (h)

Heavy Duty Shredder

60 sheets with the Parrot Auto Feed Cross-Cut Paper Shredder.

Destroy sensitive documents, CDs, and credit cards,
with a P4 medium security level and a 22-litre waste bin

Industrial/Office Shredder

Rexel Optimum Auto Feed Cross Cut Paper Shredder,
130 Sheets, Capacity: 44 Litre, dimensions,
(W x H x D) 365 x 618 x 430 mm, 2020130X

20L Microwave

Compact Cavity Size: **20L** capacity in a convenient size Easy-to-Use Controls:
Five **microwave** power levels and a 30-minute cooking timer Wide Voltage Range: Operates
safely between 170-250V to handle power fluctuations

Kettle

The 360° Cordless Stainless-Steel Kettle offers a sleek design with user-friendly features. It has a 360° swivel base for easy pouring, an automatic lid opening, and a large spout with a filter. With boil-dry protection, a safety locking lid, and convenient cord storage, it ensures reliable, safe boiling every time.

Bottom Mount Refrigerators 344L

a 344L net capacity, a real space, a balcony that fits 4 x 2.5L bottles, 41dBA noise, volt stability, bacteria stop, 5 year warranty, 3L water tank, semi-auto defrost, direct cooling, a energy rating, packed dimensions (HxWxD) mm 1913x644x661, unpacked dimensions (HxWxD) mm 1840x600x618, gross weight (Kg) 64, net weight (Kg) 62, voltage 220-230, 100% CFC-free, r600a gas, kWh/annum 388, climate class ST.

90L Bar Fridge

90L Single Door Bar Fridge White/ Silver Grey... Free Standing. Features and Specifications: Static Cooling System, Integrated Handle, Reversible doors, Adjustable Levelling Feet, Interior LED Illumination, Flush Back Design, Free Standing.

170L Top Freezer Fridge

Top Mount Fridge is a unique, stylish fridge compact enough to fit into smaller kitchens, but large enough to store what you need it to. It has a 170-litre nett capacity, a remarkable and unique 'A+' energy efficiency, and a big balcony that fits up to three 2.25 litre bottles.



Wooden Filing Trays Tray set desk; 3 documents, Mahogany



Wooden Filing Trays Tray set desk; 3 documents, Maple



Ergonomic Height Adjustable Footrest with 2 Height Settings

Dimensions of the footrest:

The footrest board is

- 41 cm wide
- 30 cm deep on the sides

2 Specification and description of the goods

Item No.	Description
1	L-Shape Desk
2	Filing Cabinet 1 x Roller door
3	Filing Cabinet 2 x Roller door
4	Small Round Meeting Table Colour: Maple
5	Small Meeting Table Colour: Mahogany
6	Office Chair Falcon High Back
7	Falcon Visitor Chair
8	Plastic Coffee Area Chair, Blue
9	Alpha High Back Chair
10	Alpha Medium Back Chair
11	Heavy Duty Chair 24/7
12	Big & Tall High Back Chair
13	Executive Leather Visitors Chair
14	Leather High back-office chair
15	Executive Desk With Credenza And Pedestal
16	16-Seater Boardroom Table
17	Boardroom Tables 12-seater oval table with panel legs
18	Trinity Double Couch covered with Eskom fabric
19	Trinity Single Couch covered with Eskom fabric
20	London Double Couch covered with Eskom fabric

21	Classroom Chair – seat covered with black material and back rest covered with blue material
22	Black Bonded Leather Office Sofa Single Seat
23	Black Bonded Leather Office Sofa Two-Seater
24	Black Bonded Leather Office Sofa Three Seat
25	Coffee Table
26	Maple Wooden Waste Bin
27	Mobile Storage Mobile Server unit
28	Mobile Storage Pencil tray drawer
29	Workspace Cubicles 3 x 1 200 x 750mm with drawers
30	Cold & Cool Water Dispenser 20L,
31	A4 Laminating Machine
32	Storage Box, A4 Cardboard Archive Filing Boxes with Lids
33	Coat and Hat Stand Wooden hat and coat stand
35	Notice Boards In/Out board magnetic 20 people consist of a magnetically receptive Steel surface.
36	Wooden Lockers 9 bay on square metal legs
37	Heavy Duty Shredder 60 sheets with the Parrot Auto Feed Cross-Cut Paper Shredder
38	Industrial/Office Shredder Rexel Optimum Auto Feed Cross Cut Paper Shredder,
39	20L Microwave Compact Cavity Size: 20L capacity in a convenient size Easy-to-Use Controls
40	Kettle The 360° Cordless Stainless-Steel Kettle offers a sleek design with user-friendly features
41	Bottom Mount Refrigerators 344L a 344L net capacity, a real space
42	90L Bar Fridge 90L Single Door Bar Fridge
43	170L Top Freezer Fridge Top Mount Fridge is a unique
44	3 Tier A4 Wooden Filling Tray Mahogany
45	3Tier Wooden A4 Filling Tray, MAPLE
46	Ergonomic Height Adjustable Footrest with 2 Height Settings
47	Mobile Folding Table

Purchaser's design

N/A

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

N/A

4 Other requirements of the *Supplier's* design

N/A

5 Use of *Supplier's* design

N/A

6 Manufacture & fabrication

Furniture must be fit for purpose, durable, stable and suitable for daily office use. All materials and components must be new and of good commercial quality. All dimensions must be verified on site where required. Finished products must be free from sharp edges, defects, cracks, exposed fasteners and manufacturing damage. Furniture may be manufactured using Melamine-faced chipboard (MFC), Medium-density fibreboard (MDF), Laminated boards, Solid timber where specified, Steel and aluminium components

The manufacturer must ensure accurate cutting, drilling and machining, proper edge banding and finishing. Strong and concealed joints where practical. Doors and drawers are properly aligned and operate smoothly. Welded steel components are clean, strong and properly finished. Metal surfaces are appropriately treated against corrosion. Furniture is assembled square, level and structurally sound. All exposed surfaces have a consistent finish.

Factory acceptance te

7 Other tests and inspections and commissioning in place of use

All Office Furniture and Supplies deliveries will be inspected on delivery for required specifications and quality requirements and any delivery not meeting these requirements will be rejected.

8 Operating manuals and maintenance schedules

Operating manuals will be submitted when equipment is delivered. Maintenance schedules will include daily checks, weekly service and monthly / Periodic Service

9 Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

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

10 Specification of the *goods* to be provided

Goods should be supplied as specified in each item description. Only goods that are specified on the contract will be accepted. The packaging should be in good condition.

11 Constraints on how the *Supplier* Provides the Goods

Purchase Orders will be issued to the Supplier with specific goods that need to be delivered. Office Furniture must only be delivered in vehicle suitable for the type of office furniture, and failure to comply would result in the delivery being rejected. Supplier must provide their own offloading personnel as well as all equipment required for offloading.

12 Programming constraints

N/A

13 Work to be done by the Delivery Date

All work to be done will be stated in the Purchase order.

14 Marking the *goods*

N/A

15 Constraints at the delivery place and place of use

Delivery personnel are to attend induction in order apply for access to site for deliveries. Deliveries must be directed to Stores Building, Matla Power Station Generation warehouse or as directed by the purchaser.

16 Cooperating with Others

Deliveries are to be done from 09:00 to 14:00 (Monday to Thursday only) and suppliers are to adhere to these delivery time frames and adhere to Matla site access requirements.

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

Office furniture to be assembled when upon delivery. Supplier to bring their own offloading equipment, resources and any other item required for the safe delivery and assembling of office furniture.

18 Management meetings

Contract Management Meetings 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 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.

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 register and compensation events	When the need arise	To be confirmed	<i>Purchaser, Supplier, and Business Support Officer</i>
Overall contract progress and feedback	Every six months or when the need arise	To be confirmed	<i>Purchaser, Supplier, and Business Support Officer</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.

19 Documentation control

All contract documentation will be kept by Matla Power Station Office Section and be filed on the central cabinet according to their numerical order numbers.

20 Health and safety risk management

Supplier's to comply with the latest version of Occupational Health and Safety Act No. 85 of 1993 and Eskom Health and Safety policy, procedures, specifications and guidelines.

21 Environmental constraints and management

The Supplier shall comply with the environmental criteria and requirements specified by the Purchaser.

22 Quality

The Supplier shall comply with the quality assurance requirements from the Purchaser. The supplier will provide a complete Quality Plan in accordance with the requirements Supplier Contract Quality Requirements Specification.

23 Invoicing and payment

Invoicing and payment

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- The words "TAX INVOICE"
- Name, address and VAT registration number of supplier.
- *Name, address and VAT registration number of recipient.
- Eskom's name has to be reflected as Eskom Holdings SOC Ltd.
- Eskom's VAT number 4740101508.
- Tax Invoice number and date issued.
- A full proper description of the goods and/or services supplied.
- *The quantity or volume of goods or services supplied.
- All Electronic invoices must be sent in PDF format only.

- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- With effect from 16 November 2014, send all invoices in PDF straight from your system to an Eskom email address (see email addresses below) and copy the purchaser.
- If there is Cost Price Adjustment (CPA) on your invoice we require that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done or there is incorrect information on the invoice or delivery note the invoice will be parked and the system will automatically send an e-mail to the end user or supplier to do the goods receipt or to correct the invoice or delivery note. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email addresses for invoice submission:
Local Eskom invoices: invoiceseskomlocal@eskom.co.za

If your Invoice is not submitted immediately after you have delivered goods or rendered a service as agreed with purchaser, it might happen that you will only get paid within 30 days after receipt of your Invoice without Eskom paying any interest on late payment
Refer to Station Specific information Item 22.13.

- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:
 - o Tel: 011 800 5060
 - o e-mail: fss@eskom.co.za

PLEASE NOTE

- That if your Invoice Amount is different than our Order value, it will delay payment. It is important that the line numbers, as per the Order reflect on your Delivery Note and Invoice. It is strongly recommended that if there are any discrepancies on the Invoice, it must be sorted out with the end user BEFORE it is submitted for payment.

24 Insurance provided by the *Purchaser*

N/A

25 Contract change management

Any major Scope change or amendments will be dealt with as per section 6 of the contract core clauses.

26 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.

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

N/A

28 Procurement

29 Subcontracting

30 Preferred subcontractors

N/A

31 Limitations on subcontracting

N/A

32 Spares and consumables

N/A

33 Other requirements related to procurement

N/A

34 Cataloguing requirements by the *Supplier*

N/A

35 List of drawings

36 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.

Item no	Description Item	Figure Reference	Quantity
1	L-Shape Desk	Figure 1	300
2	Filing Cabinet 1 x Roller door	Figure 2	200
3	Filing Cabinet 2 x Roller door	Figure 3	200
4	Small Round Meeting Table Colour: Maple	Figure 4	20
5	Small Meeting Table Colour: Mahogany	Figure 5	40
6	Office Chair Falcon High Back	Figure 6	500
7	Falcon Visitor Chair	Figure 7	300
8	Plastic Coffee Area Chair, Blue	Figure 8	400
9	Alpha High Back Chair	Figure 9	100
10	Alpha Medium Back Chair	Figure 10	100
11	Heavy Duty Chair 24/7	Figure 11	10
12	Big & Tall High Back Chair	Figure 12	100
13	Executive Leather Visitors Chair	Figure 13	200
14	Leather High back-office chair	Figure 14	200
15	EXECUTIVE DESK WITH CREDENZA AND PEDESTAL	Figure 15	100
16	16-Seater Boardroom Table	Figure 16	20
17	Boardroom Tables 12-seater oval table with panel legs	Figure 17	30
18	Trinity Double Couch covered with Eskom fabric	Figure 18	100
19	Trinity Single Couch covered with Eskom fabric	Figure 19	100

20	London Double Couch covered with Eskom fabric	Figure 20	100
21	Classroom Chair – seat covered with black material and back rest covered with blue material	Figure 21	300
22	BLACK BONDED LEATHER OFFICE SOFA SINGLE SEAT	Figure 22	10
23	BLACK BONDED LEATHER OFFICE SOFA TWO-SEATER	Figure 23	10
24	BLACK BONDED LEATHER OFFICE SOFA THREE SEAT	Figure 24	5
25	Coffee Table	Figure 25	30
26	Maple Wooden Waste Bin	Figure 26	400
27	Mobile Storage Mobile Server unit	Figure 27	20
28	Mobile Storage Pencil tray drawer	Figure 28	20
29	Workspace Cubicles 3 x 1 200 x 750mm with drawers	Figure 29	50
30	Cold & Cool Water Dispenser 20L,	Figure 30	200
31	A4 Laminating Machine	Figure 31	20
32	Storage Box, A4 Cardboard Archive Filing Boxes with Lids	Figure 32	200
33	Coat and Hat Stand Wooden hat and coat stand	Figure 33	300
34	Standard White Board (900mm x 1800mm)	N/A	100
35	Notice Boards In/Out board magnetic (900mm x 600mm) consist of a magnetically receptive Steel surface.	N/A	200
36	Wooden Lockers 9 bay on square metal legs	N/A	200
37	Heavy Duty Shredder 60 sheets with the Parrot Auto Feed Cross-Cut Paper Shredder	N/A	20
38	Industrial/Office Shredder Rexel Optimum Auto Feed Cross Cut Paper Shredder	N/A	20
39	20L Microwave Compact Cavity Size: 20L capacity in a convenient size Easy-to-Use Controls	N/A	100
40	Kettle	N/A	100

	The 360° Cordless Stainless-Steel Kettle offers a sleek design with user-friendly features		
41	Bottom Mount Refrigerators 344L a 344L net capacity, a real space	N/A	50
42	90L Bar Fridge 90L Single Door Bar Fridge	N/A	100
43	170L Top Freezer Fridge Top Mount Fridge is a unique	N/A	50
44	3 Tier A4 Wooden Filling Tray Mahogany	Figure 44	100
45	3Tier Wooden A4 Filling Tray, MAPLE	Figure 45	500
46	Ergonomic Height Adjustable Footrest with 2 Height Settings	Figure 46	600
47	Mobile Folding Table	Figure 47	100