



## NEC3 Supply Contract (SC3)

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

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

for **SUPPLY AND DELIVERY OF OFFICE STATIONERY ON  
AN AS AND WHEN REQUIRED BASIS FOR THE  
PERIOD OF FIVE (5) YEARS AT KUSILE POWER  
STATION**

Contents:	No of pages
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**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

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

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## C1.1 Form of Offer & Acceptance

### Offer

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

#### **PROVISION OF SUPPLY AND DELIVERY OF OFFICE STATIONERY ON “AS AND WHEN REQUIRED” BASIS FOR THE PERIOD OF FIVE (5) YEARS**

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

	The offered total of the Prices exclusive of VAT is	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(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

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

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION****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) \_\_\_\_\_ Christopher Nani \_\_\_\_\_

Capacity \_\_\_\_\_ General Manager: Kusile Power \_\_\_\_\_  
Station \_\_\_\_\_

**for the  
Purchaser**

Eskom Holdings SOC Limited  
 Kusile Power Station  
 R545 Kendal/Balmoral Rd  
 Haartebeesfontein Farm  
 Witbank

(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.

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION****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)*Name &  
signature  
of witness

Date

Christopher Nani

General Manager: Kusile Power Station

 Eskom Holdings SOC Limited  
 Kusile Power Station  
 R545 Kendal/Balmoral Rd  
 Haartebeesfontein Farm  
 Witbank

## C1.2 SC3 Contract Data

### Part one - Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X17: Low performance damages</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Supply Contract (April 2013) <sup>1</sup>	(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):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	<b>Doreen Mbatha</b>
	Address	<b>Kusile Power Station</b>
	Tel	<b>013 699 7982</b>
	Fax	<b>N/A</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, [www.ecs.co.za](http://www.ecs.co.za).

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

e-mail

[mbathrd@eskom.co.za](mailto:mbathrd@eskom.co.za)

11.2(13)	The <i>goods</i> are	Supply and delivery of stationery	
11.2(13)	The <i>services</i> are	N/A	
11.2(14)	The following matters will be included in the Risk Register	<p>Any matter that has cost implication outside the agreed terms.</p> <p>Any matter that may cause delay in the delivery.</p> <p>Any quality related issues.</p> <ul style="list-style-type: none"> <li>- Any matter that deviates from the specification.</li> <li>- Any force majeure issue due such as protests, covid restrictions.</li> <li>- Market price uncertainties and fluctuations.</li> <li>- Purchaser delays in placing orders impacting delivery of long lead times.</li> <li>- Delivery delays due to impact of supply chain</li> </ul> <p>Any matter that has cost. disruption locally or internationally.</p> <ul style="list-style-type: none"> <li>- Interruption/delays due to pandemic.</li> <li>- Modification required by the purchaser.</li> </ul>	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <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	24 hours	
2	<b>The Supplier's main responsibilities</b>	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	<b>Time</b>		
30.1	The <i>starting date</i> is.	Contract signature date (date of the last party signing the contract as per the Offer and acceptance C1.1)	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b>goods and services</b>  1 As per issued task/ purchase order	<b>delivery date</b>  As per agreed delivery schedule lead time per task order

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

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.	The Supplier shall provide the Purchaser with written notice of any intended early delivery at least three (3) business days in advance, specifying the proposed delivery date and time.
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	3 days
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	Not applicable to this contract
43.2	The <i>defect correction period</i> is	Not applicable to this contract
	except that the <i>defect correction period</i> for	Not applicable to this contract
	and the <i>defect correction period</i> for	Not applicable to this contract
42.2	The <i>defects access period</i> is	Not applicable to this contract
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Two days post delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 30 days from receipt of a valid tax invoice.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>



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	<b>Compensation events</b>	
7	<b>Title</b>	SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	1. Driver negligence  2. Quality and delivery risk
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 <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the prices
88.5	The <i>end of liability date</i> is	End date of Delivery of the whole of the goods and services.
9	<b>Termination and dispute resolution</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).															
Address		To be known once the dispute arises															
Tel No.		To be known once the dispute arises															
Fax No.		To be known once the dispute arises															
e-mail		To be known once the dispute arises															
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )															
94.4(2)	The <i>tribunal</i> is:	Arbitration															
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.															
94.4(5)	The place where arbitration is to be held is	South Africa															
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.															
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is																
10	Data for Option clauses																
X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is	One month prior to tender closing date															
	The proportions used to calculate the Price Adjustment Factor are:	<table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by SEIFSA</td></tr><tr><td>75%</td><td>Material</td><td>UA1-PPI- Final manufactured goods</td></tr><tr><td>10%</td><td>Transport</td><td>L2A-Road freight cost</td></tr><tr><td>15%</td><td colspan="2">non-adjustable</td></tr><tr><td>100%</td><td colspan="2"></td></tr></table>	proportion	linked to index for	Index prepared by SEIFSA	75%	Material	UA1-PPI- Final manufactured goods	10%	Transport	L2A-Road freight cost	15%	non-adjustable		100%		
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15%	non-adjustable																
100%																	

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

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	Delivery of	amount per day
		For all orders	5% of the total value of the purchase order per day for delay on agreed delivery date
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		5% of the total value of the order per day.	for not adhering to stipulated Reply period and Quality/Safety/Environmental requirements.
Z	The additional conditions of contract are		
	Z1 to Z15 always apply for Eskom		

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**Z4 Confidentiality**

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

- 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:

<b>Affected Party</b>	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,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	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,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

**Z13 Insurance****Z 13.1 Replace core clause 84 with the following:**

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION****Insurance cover 84**

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION****INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	<b><u>Loss of or damage to property</u></b> <b><u>Purchaser's property</u></b> 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.  <b><u>Other property</u></b> The replacement cost  <b><u>Death of or bodily injury</u></b> 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**

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



Nuclear Material Damage Terrorism	Per the insurance policy document
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**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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

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<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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 2010<sup>2</sup> 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:

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

<sup>2</sup> International Chamber of Commerce, Incoterms 2010, Paris, January 2011

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[Use these when INCOTERMS do not apply].

<b>1. The requirements for the supply are</b>	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
<b>2. The requirements for transport are</b>	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
<b>3. The delivery place is</b>	[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]	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	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>	
<b>For international procurement</b>	Undertake export requirements	
	Undertake import requirements	
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	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)<sup>1</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>2</sup> 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><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1 [•]</td><td>[•]</td></tr><tr><td>2 [•]</td><td>[•]</td></tr><tr><td>3 [•]</td><td>[•]</td></tr></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:									

<sup>1</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

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63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%
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## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

**[Note to contract compiler:**

**Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]**

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

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14 Advanced payment to the *Supplier*

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 it's 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 Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

Eskom Holdings SOC Ltd  
Megawatt Park  
Maxwell Drive  
Sandton  
Johannesburg

Date: \_\_\_\_\_

Dear Sirs,

### Parent Company Guarantee for Contract No \_\_\_\_\_

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton** (the *Purchaser*) and  
**Johannesburg**

**[Insert registered name and address of the *Supplier*]** (the *Supplier*), for

**[Insert details of the goods and services from the Contract Data]** (the *goods and services*).

I/We the undersigned \_\_\_\_\_

on behalf of the *Supplier's*  
parent company (name) \_\_\_\_\_

of physical address \_\_\_\_\_

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.
4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

## 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 <i>goods</i> and <i>services</i> , 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	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " 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	the earlier of <ul style="list-style-type: none"> <li>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</li> <li>the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.</li> </ul>
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. 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.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

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- 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.
4. 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.
5. 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*.
6. 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.
7. 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.
8. 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

## Pro forma Advanced Payment Bond (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond)

Eskom Holdings SOC Ltd  
Megawatt Park  
Maxwell Drive  
Sandton  
Johannesburg

Bank ref no. [●]

Date: [●]

Dear Sirs,

### **Advanced Payment Bond for Contract No. [●]**

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd**

(the *Purchaser*) and

**{Insert registered name and address of the *Supplier*}**

(the *Supplier*), for

**{Insert details of the *goods and services* from the Contract Data}**

(the *goods and services*).

I/We the undersigned [●]

on behalf of the Surety [●]

of physical address [●]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment bond.
4. This bond expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the bond shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating

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the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.

6. Our total liability hereunder shall not exceed the sum of ..... (R .....) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

## PART 3: SCOPE OF WORK

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C3.2	<i>Supplier's</i> Goods Information	
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## C3.1: *PURCHASER'S* GOODS INFORMATION

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## **1 Overview and purpose of the *goods and services***

A Contract is required to supply and deliver Stationery items to Kusile Power Station for a period of 5 years to ensure availability of goods. Deliveries of goods will be made in accordance too the guidelines provided in this document; additional requirements will be communicated by the Supply Manager. The goods will be inspected upon delivery.

## **2 Specification and description of the *goods***

### **2.1 *Purchaser's* design**

Not Applicable to this Contract

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

Not Applicable to this Contract

### **2.3 Other requirements of the *Supplier's* design**

Not Applicable to this Contract

### **2.4 Use of *Supplier's* design**

Not Applicable to this Contract

### **2.5 Manufacture & fabrication**

Not Applicable to this Contract

### **2.6 Factory acceptance testing (FAT)**

Not Applicable to this Contract

### **2.7 Other tests and inspections and commissioning in place of use**

Not Applicable to this Contract

### **2.8 Operating manuals and maintenance schedules**

Not Applicable to this Contract

## **3 Supply Requirements**

Supply and delivery of Office and general domestic goods with unique material numbers and material specifications as detailed in the table below.

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION****3.1 General Requirements**

- The supplier shall supply preservation and storage procedures where applicable.
- Should the Employer be dissatisfied with all or certain items relating to a specific item (including but not limited to suspected inferior quality or non-compliance) the supplier will make good, rectify the faults, or supply new item at his/her cost.
- Complete price breakdown must be supplied with quotation and must include the cost of transport to respective Power Station. However, Employer reserves the right to use the Employer's own transport.
- Items will be opened for inspection, counting and quality control check at the Employer's stores.

**3.2 Penalty for late deliveries**

A timeous delivery is of the utmost importance, and it is expected from the successful tenderer to treat any orders received as a priority and to inform Eskom if deliveries that cannot be affected on time, refer to secondary clause X7 for delay damages.

**4 Specification of the services to be provided**

Supply and delivery of Office and general domestic goods with unique material numbers and material specifications as detailed in the table below.

**Specification and description of office stationery**

Stock Number	Quantity	Description	UOM	Quantity	Rate	Price
542407	200	MARKER, FELT TIP: TYPE: WHITE BOARD; COLOR: ASSORTED; WALLET OF 12	EA			
537374	3000	REMOVER, STAPLE: TYPE: BANTEX	EA			
538173	300	BOOK, EXERCISE: TYPE: NOTE; COMMERCIAL SIZE: A6; PAGE QUANTITY: 144; COVER TYPE: HARDCOVER; COVER MATERIAL: PAPER	EA			
539042	4000	BOOK, EXERCISE: TYPE: 2 QUIRE; COMMERCIAL SIZE: A4; PAGE QUANTITY: 192; COVER TYPE: HARD; COVER MATERIAL: PAPER; A4 HARDCOVER 2QUIRE BOOKS	EA			
540834	4000	MARKER, FELT TIP: TYPE: HIGHLIGHTERS WALLET; COLOR: ASSORTED; X6	EA			
650045	4000	ADHESIVE: TYPE: GLUE STICK; CONTAINER: TUBE 40 G	EA			
650299	4000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: JAN-DEC; DIMENSIONS: A4; 6089	EA			
650384	4000	BOOK: TYPE: INDEX; TITLE: NOTES; SIZE: A5; COVER TYPE: HARD; PAGE QUANTITY: 192	EA			
650387	3000	SCISSORS: LENGTH: 212 MM; HANDLE COLOR: ORANGE	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

650389	4000	PEN, BALL POINT: TYPE: BX V5 EXTRA FINE; TIP SIZE: 0.5 MM; INK COLOR: ASSORTED; HI TECH	EA			
652862	4000	STAND: TYPE: LAPTOP COOLER; MATERIAL: ALUMINIUM	EA			
653960	2000	CLIPBOARD: WIDTH: 210 MM; LENGTH: 297 MM; MATERIAL: PVC	EA			
655068	500	STAPLE: TYPE: GIANT; COMMERCIAL SIZE: 66/8; WIDTH: 8 MM	EA			
655451	200	PENCIL, MECHANICAL: TYPE: CLUTCH; COLOR: ASORTED; DIAMETER: 0.7 MM; MATERIAL: PLASTIC	EA			
663901	4000	FILE: TYPE: LEVER ARCH; DIMENSIONS: 70 MM; MATERIAL: PVC; COLOR: BLUE	EA			
703077	8000	FILE, STATIONERY: TYPE: POCKET; SIZE: A4; MATERIAL: PVC; COLOR: CLEAR; CAPACITY: 100; A4 FILING POCKETS	EA			
704236	8000	PAD, WRITING PAPER: TYPE: STICKY NOTES YELLOW; SIZE: 38 X 51 MM MM; COLOR: YELLOW; PAGE QUANTITY: 300 SHT; RULED: NO; MARGINE: NO; MEMO CUBE; SELF ADHESIVE	EA			
708562	4000	CLIP, PAPER: TYPE: WIRE; LENGTH: 33 MM; MATERIAL: STL; COLOR: SILVER	EA			
713846	4000	PAD, DESK: TYPE: NEON CUBE STICKY NOTES; DIMENSIONS: 75X127MM MM; COLOR: VARIOUS COLOURS	EA			
652876	4000	ORGANIZER, DESK: TYPE: OFFICE; SHAPE: ROUND; DIVISIONS: 5 COMPARTMENTS	EA			
534227	3000	TRAY SET, DESK: NUMBER IN SET: 3; TYPE: LETTER; COLOR: CLEAR; MATERIAL: MOULDED PLASTIC; SIZE: WD 235 X LG 320 MM; MANUF P/N: 9414; BANTEX	EA			
704754	2000	BOX, FILING: TYPE: SPS FOOLSCAP JUMBO ARCHIVE BOX-KRAFT; WIDTH: 210 MM; LENGTH: 255 MM; DEPTH: 365 MM; MATERIAL: CARDBOARD; ASSEMBLY FORM: ARCHIVING; COVER COLOR: BROWN	EA			
655294	8000	BOX: TYPE: TM55 STORAGE COLLAPSIBLE; WIDTH: 105; LENGTH: 380; DEPTH: 260; MATERIAL: CARDBOARD	EA			
688894	8000	BOX, FILING: TYPE: ARCHIVE BOX WITH LID; WIDTH: 25 CM; LENGTH: 43 CM; DEPTH: 32.5 CM; MATERIAL: CARDBOARD; COVER COLOR: BROWN; METRO FILE, INSTACASE SWB CARTON, CORRUGATED, (MOQ 10) - 2G_CAIN4332	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

654178	8000	FILE, STATIONERY: TYPE: EXECUTIVE FLIP 100 POCKET; SIZE: A4; MATERIAL: PVC; COLOR: BLACK	EA			
655480	5000	PEN, BALL POINT: TYPE: BLG2 PILOT; TIP SIZE: 1.0 MM; INK COLOR: BLACK; 10 BROADS	EA			
683743	1500	POUCH: TYPE: LAMINATING; DIMENSIONS: A	EA			
17482	4000	BOOK, RECORD: TYPE: SHORTHAND NOTE, STENO PAD; SIZE: 203 X 127 MM; BINDING METHOD: TOP SPIRAL; REFERENCE NO: JD125; S1; RA200; JD145; WITHOUT CENTRE LINE AND MARGIN	EA			
693772	1500	POUCH: TYPE: LAMINATING; DIMENSIONS: A	EA			
653739	1500	POUCH, LAMINATED: SIZE: WD 65 X LG 95 MM; THICKNESS: 80 UM; FINISH: GLOSS; PACKAGE QUANTITY: 100	EA			
654237	10	LAMINATOR: LAMINATION PROCESS: HOT SEAL; TYPE: POUCH; DOCUMENT SIZE: A3	EA			
536328	20	MARKER, FELT TIP SET: TYPE: HIGHLIGHTER WALLET; INK TYPE: WATER BASED; NUMBER IN SET: 6; TIP TYPE: CHISEL; TIP SIZE: 1-5 MM; MANUF P/N: PENFLEX HI-GLO	EA			
655046	4000	STAPLER: TYPE: JUNO PLUS; STAPLE SIZE: 210	EA			
17445	2000	PEN, BALL POINT: TYPE: PILOT V; TIP SIZE: 0.5 MM; INK COLOR: BLACK	EA			
654468	4000	BOOK, RECORD: TYPE: MEMO; SIZE: A5; PAGE QUANTITY: 100; BOT; FULL	EA			
648840	4000	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: A4; COLOR: PASTELL ASSORTED; NOMINAL BASIS WEIGHT: 160 G/M2; QTY 100	EA			
648846	4000	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: A3; COLOR: PASTELL ASSORTED; NOMINAL BASIS WEIGHT: 160 G/M2	EA			
158751	4000	LEAD, PENCIL: DIAMETER: 0.7 MM; HARDNESS: HB; QUANTITY: 12; GRAPHITE	EA			
172968	4000	CABLE: TYPE: EXTENSION; SUPPL P/N: 330130-040-01-00; SIZE: 8MM FOR SHAFT VIBRATION	EA			
533129	4000	PAD: TYPE: POST-IT; DIMENSIONS: SQ 76 MM; MATERIAL: PAPER; YELLOW	EA			
536009	4000	REFILL, MEMO CUBE: COLOR: WHITE	EA			
655470	100	BAND, ELASTIC: WIDTH: 3; LENGTH: 100; COLOR: NATURAL; PACKAGE SIZE: 500; NO34	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

655599	4000	CLIP, PAPER: TYPE: DISPENSER; LENGTH: 4.8 MM; MATERIAL: STL	EA			
538036	4000	STAPLE: TYPE: PAPER; WIDTH: NO 26/6; MATERIAL: STL; REXEL	EA			
521719	8000	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: AAA; CONNECTION: FLAT; CURRENT CAPACITY: 1.150 MA HR; STATIONERY, INSTALL	EA			
521720	8000	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: AA; CONNECTION: FLAT; CURRENT CAPACITY: 2.850 MA HR; STATIONERY, INSTALL	EA			
539090	4000	FOLDER, FILE: TYPE: QUOTATION; COLOR: BLUE; MANUF P/N: 3230	EA			
650391	2000	TAPE, ADHESIVE: TYPE: BUFF, SELLO; DIMENSIONS: WD 48 MM X LG 100 M; MATERIAL: VINYL; COLOR: CLEAR	EA			
655389	114	MARKER, FELT TIP: TYPE: PERMANENT; COLOR: ASSORTED; 70 EACH	EA			
655624	4000	PUNCH, PAPER: TYPE: PREMIUM P215; HOLE SIZE: 6 MM; OPERATED: HAND; DUTY: LIGHT	EA			
576358	100	PRINTER, LABEL: UNIT TYPE: BROTHER QL-700; CHARACTER HEIGHT: UP TO 62MM; OPERATION METHOD: PC CONNECTIVITY	EA			
732830	10	BINDING ELEMENT, COMB: TYPE: ELECTRICAL BINDING/PUNCHING; COMMERCIAL SIZE: WEIGHT 13,24 KG; RING QUANTITY: 21; DIAMETER: 40.4 CM; CAPACITY: 30 / 500 SHT; H21,4 X W20,2 CM	EA			
738047	4000	CLIP, PAPER: TYPE: WIRE; LENGTH: 50 MM; MATERIAL: STEEL; COLOR: VARIOUS	EA			
651961	4000	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: A4; COLOR: BRIGHT; NOMINAL BASIS WEIGHT: 160 G/M2; ASSORTED	EA			
654039	2000	CALCULATOR, SCIENTIFIC: DISPLAY TYPE: 2 LINES; POWER SOURCE: BATTERY; DIGITS: 12; EL 531	EA			
655422	4000	CLIPBOARD: WIDTH: 9 IN; LENGTH: 12 IN; MATERIAL: MASONITE	EA			
650297	8000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: A-Z; DIMENSIONS: A4; 6083	EA			
521491	300	ERASER, BOARD: TYPE: DUSTER, WHITEBOARD; DIMENSIONS: LG 145 X HG 55 MM; HOLDER MATERIAL: NON-MAGNETIC; WIPE MATERIAL: PEEL OFF LAYERS; STATIONARY	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

654140	8000	FILE, STATIONERY: TYPE: ARCH LEVER; SIZE: 40 MM; MATERIAL: PV; COLOR: BLACK	EA			
655236	8000	FILE, STATIONERY: TYPE: LEVER ARCH; SIZE: A4; MATERIAL: PV; COLOR: GREEN	EA			
539016	8000	ADHESIVE: TYPE: PRESTIK; CONTAINER: 100 G	EA			
650385	8000	RULER: TYPE: SHATTERPROOF; SIZE: 30 CM	EA			
655051	8000	STAPLER: TYPE: HEAVY DUTY; STAPLE SIZE: HD210	EA			
655580	1500	STAPLE: TYPE: HEAVY DUTY; COMMERCIAL SIZE: 23/6; WIDTH: 6 MM	EA			
541270	3000	STAPLE: MANUF P/N: NO 56	EA			
652847	1500	POUCH, LAMINATED: SIZE: 54 X 86 MM; THICKNESS: 250 UM; FINISH: GLOSS; LE'S	EA			
655421	1000	DIVIDER, INDEX: MATERIAL: POLYPROPYLENE; TYPE: BANTEX 7 TABS; DIMENSIONS: A4	EA			
655293	6000	BOOK, EXERCISE: TYPE: JD426 INDEX; COMMERCIAL SIZE: A5; PAGE QUANTITY: 144; COVER TYPE: HARD; COVER COLOR: BLACK AND RED; COVER MATERIAL: CARDBOARD	EA			
653912	3000	CLIP: TYPE: FOLDBACK; DIMENSIONS: 32 MM; MATERIAL: STL	EA			

650294	1000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: TAB 10 TAB; DIMENSIONS: A4; 6010	EA			
650295	1000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: TAB 20; DIMENSIONS: A4; 6013	EA			
650356	2000	MARKER, FELT TIP: TYPE: PAINT; COLOR: WHITE	EA			
650357	4000	MARKER, FELT TIP: TYPE: PERMANENT; COLOR: ASSORTED; TIP TYPE: FINE CHIP	EA			
654250	4000	MARKER, FELT TIP: TYPE: WHITEBOARD; COLOR: ASSORTED; TIP TYPE: ROUND	EA			
654812	2000	PAD, WRITING PAPER: TYPE: EXAM PUNCH; SIZE: A4; COLOR: BLACK; PAGE QUANTITY: 80; RULED: YES; MARGINE: YES	EA			
654845	4000	PAD, WRITING PAPER: TYPE: NEON, POST IT; SIZE: SQ 76 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 653; RULED: NO; MARGINE: NO MARGINE	EA			
533285	1500	PAD, WRITING PAPER: TYPE: NOTES; SIZE: SQ 76 MM MM; COLOR: YELLOW; PAGE QUANTITY: 1200; RULED: NO RULING; MARGINE: NO MARGINE	EA			

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650361	1500	PEN, BALL POINT: TYPE: PENTEL; TIP SIZE: FINE MM; INK COLOR: ORANGE	EA			
650362	1500	PEN, BALL POINT: TYPE: PENTEL CLICK; TIP SIZE: 1 MM; INK COLOR: ASSORTED	EA			
655639	1500	PEN, BALL POINT: TYPE: UB-157 EYE ROLL; TIP SIZE: 0.7 MM; INK COLOR: VARIOUS	EA			
655444	4000	LEAD, PENCIL: DIAMETER: 0.5 MM; HARDNESS: HB	EA			
655626	2000	PUNCH, PAPER: TYPE: PREMIUM P240; HOLE SIZE: 6 MM; HOLES: 2; OPERATED: HAND; DUTY: HEAVY	EA			
655531	300	BAND, ELASTIC: WIDTH: 1.5 MM; LENGTH: 35 MM; COLOR: NATURAL; PACKAGE SIZE: 500 G	EA			
655581	1500	ERASER, BOARD: TYPE: SMALL, WHITE; DIMENSIONS: LG 90 X HG 60 MM; HOLDER MATERIAL: NON METALIC; WIPE MATERIAL: PEEL OFF LAYERS	EA			
655621	2000	PUNCH, PAPER: TYPE: PREMIUM, P225; HOLE SIZE: 6 MM; OPERATED: HAND; DUTY: MEDIUM	EA			
655645	3000	ERASER, RUBBER: DESIGN TYPE: PENTEL ZE11T CLIC-ERASER; USAGE DESIGN: PENCIL; COLOR: ASSORTED	EA			
655884	300	ENVELOPE, STATIONERY: TYPE: NO WINDOW; COMMERCIAL SIZE: C3; COLOR: BROWN; CLOSURE METHOD: SELF SEAL	EA			
655899	300	BOARD, MARKER: TYPE: PLANT LOCATION; FACE TYPE: NON-MAGNETIC; MATERIAL: PVC; COLOR: WHITE; WIDTH: 3 M; HEIGHT: 1.2 M; THICKNESS:	EA			
655901	300	BOARD, MARKER: TYPE: PARROT; FACE TYPE: MAGNETIC; MATERIAL: METAL; COLOR: WHITE; WIDTH: 1.5 M; HEIGHT: 1.2 M; THICKNESS: 18 MM	EA			
655909	6000	FILE, STATIONERY: TYPE: 4 HOLE; SIZE: A4; MATERIAL: PVC; COLOR: ASSORTED	EA			
655911	8000	CARDBOARD, SHEET: TYPE: PROJECT; SIZE: WD 210 X LG 297 MM; COLOR: WHITE; NOMINAL BASIS WEIGHT: 160 G/M2	EA			
682807	3000	STAPLE: TYPE: REXEL STAPLES STANDARD; COMMERCIAL SIZE: NO 56; WIDTH: 26/6 MM; MATERIAL: STL; UNIT PACKAGE TYPE: BOXED 5000; MANUF P/N: AAE06025	EA			
689392	2000	POCKET, VISIBLE INDEX FILE: TYPE: DOCUMENT; SIZE: A4; COLOR: CLEAR; MATERIAL: PLASTIC; 3 PACKS OF 100	EA			
704238	300	MARKER, FELT TIP: TYPE: WHITEBOARD; COLOR: BLACK; INK TYPE: WASHABLE; TIP TYPE: ROUND; TIP SIZE: MEDIUM; DRY WIPE; NON-REFILLABLE PLASTIC	EA			



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704255	3000	SCISSORS: BLADE STYLE: STRAIGHT; LENGTH: 127; CUT LENGTH: 85; MATERIAL: STAINLESS STEEL; HANDLE COLOR: BLACK; TYPE: OFFICE; HANDLE TYPE: PLASTIC	EA			
711466	4000	MARKER, FELT TIP: TYPE: XLENE FREE; COLOR: BLACK; INK TYPE: PERMANENT; TIP TYPE: FINE BULLET EK 725; TIP SIZE: 0.7 MM; ARTLINE 700	EA			
714940	6000	BOOK: TYPE: EXERCISE; TITLE: AS REQUIRED; SIZE: A5; COVER TYPE: HARDCOVER; PAGE QUANTITY: 192	EA			
722547	3000	BOOK, EXERCISE: TYPE: 3 QUIRE; COMMERCIAL SIZE: A4; PAGE QUANTITY: 288; COVER TYPE: HARD; COVER MATERIAL: PAPER	EA			
655289	3000	BINDING ELEMENT: TYPE: 100 IN A BOX; SIZE: 16 MM; MATERIAL: PLASTIC	EA			
654146	3000	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 19 MM; 100 IN BOX	EA			
654144	3000	BINDING ELEMENT: TYPE: SPIRAL; SIZE: 28 MM; 100 IN BOX	EA			
538869	3000	CABINET, FILE: TYPE: 6 DRAWER BUDDY; COLOR: BEIDGE	EA			
650303	2000	BINDING ELEMENT: SPIRAL; DIA 6 MM	EA			
655483	10	LAMINATOR: LAMINATION PROCESS: HEAT; TYPE: H318; DOCUMENT SIZE: A3; SPEED: HIGHSPEED	EA			
540048	3000	POCKET, VISIBLE INDEX FILE: TYPE: LAMINATING POUCHES; SIZE: A4; COLOR: CLEAR; THICKNESS: 150 UM	EA			
625767	4000	COVER: TYPE: BINDING; DIMENSIONS: A4; MATERIAL: PLASTIC; COLOR: CLEAR; PARROT THERMAL BINDING COVER ASSORTED PER BOX OF 25	EA			
655918	2000	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 66/14; WIDTH: 13 MM	EA			
655761	2000	STAPLE: TYPE: PAPER; COMMERCIAL SIZE: 23/17; WIDTH: 17 MM	EA			
551071	10	BINDING MACHINE: TYPE: PAPER; POTENTIAL: 220 V	EA			
546605	8000	PEN, BALL POINT: TYPE: BIC CLIC; TIP SIZE: 1 MM; INK COLOR: BLACK; INK TYPE: LIQUID; BARREL: SIDE PUSH BUTTON; 1 (ONE) EA = TO 1 (ONE) BOX OFF 60 (SIXTY) PENS	EA			
610283	8000	FILE: TYPE: LEVER ARCH; DIMENSIONS: A4; MATERIAL: PVC; COLOR: BLACK	EA			
536645	3000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: FILE; DIMENSIONS: A4; 1-31	EA			

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654297	3000	BOOK, EXERCISE: TYPE: WIRO; COMMERCIAL SIZE: A4; PAGE QUANTITY: 100 PG; COVER TYPE: HARD; COVER MATERIAL: CARDBOARD	EA			
535937	4000	STAPLER:, SUPPLIER: TAURUS	EA			
539429	3000	BOOK, EXERCISE: TYPE: NOTE; COMMERCIAL SIZE: A4; PAGE QUANTITY: 192; COVER TYPE: HARD; COVER MATERIAL: CARDBOARD	EA			
652848	3000	POUCH, LAMINATED: SIZE: A3; THICKNESS: 150 MM; FINISH: GLOSS	EA			
654311	3000	PUNCH, PAPER: TYPE: WIRO; HOLE SIZE: 4.4 MM; PAPER SIZE: A4; OPERATED: HAND; CAPACITY: 150 PG; M	EA			
533219	1500	PEN, BALL POINT: TYPE: PARKER REFILL; TIP SIZE: M; INK COLOR: BLACK	EA			
542374	600	DISPENSER: TYPE: POP UP NOTES; SUPPL P/N: R330	EA			
652844	600	POINTER, LASER: TYPE: PRESENTATION; RANGE: 20 M; CORDLESS	EA			
650366	3000	PEN, BALL POINT: TYPE: G2; TIP SIZE: 0.7 MM; INK COLOR: ASSORTED; INK TYPE: GEL; B	EA			
158652	3000	TAPE, EMBOSSING: COLOR: BLACK ON WHITE; NOMINAL WIDTH: 12.7 MM; NOMINAL LENGTH: 15 M; TYPE: LAMINATED; SUPPL P/N: TZ231; FOR USE ON BROTHER 310 LABELLING MACHINE	EA			
654279	6000	FOLDER: TYPE: PRESENTATION 3210; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC; ICVMS13	EA			
538698	3000	SERVICE: TYPE: STAPLERS REXEL NO.56	EA			
655078	1500	BOX: TYPE: STORAGE LEVER ARCH, JUMBO, TIDY; WIDTH: 340 MM; LENGTH: 460 MM; DEPTH: 285 MM; MATERIAL: CARDBOARD	EA			
654070	4000	BATTERY, DRY CELL: MATERIAL: ALKALINE; POTENTIAL: 1.5 V; DIMENSIONS: DIA 26.2 X LG 50 MM; CONNECTION: SIDE TERMINALS; TYPE: AA	EA			
652871	2000	FILE, STATIONERY: TYPE: FLIP 20 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA			
652872	2000	FILE, STATIONERY: TYPE: FLIP 30 POCKET; SIZE: A4; MATERIAL: PLASTIC; COLOR: CLEAR	EA			
655388	2000	FILE, STATIONERY: TYPE: FLIP FILE 20 POCKET; SIZE: A3; MATERIAL: PLASTIC; COLOR: CLEAR	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

654259	3000	BOOK, EXERCISE: TYPE: JD163; COMMERCIAL SIZE: A4; PAGE QUANTITY: 364; COVER TYPE: HARD; COVER MATERIAL: CARDBOARD	EA			
538885	50	CALCULATOR: MANUF P/N: EL-334A	EA			
654031	3000	CALCULATOR: TYPE: DESKTOP; DIGITS: 12; OUTPUT: LCD; POWER SOURCE: SOLAR DUAL POWERED; LS80 TE	EA			
654047	2000	CALCULATOR, OFFICE: KEYBOARD TYPE: LARGE; DISPLAY TYPE: LCD; POWER SOURCE: AC MAINS; MP1211 DLE	EA			
654004	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 100 MM; MATERIAL: STEEL	EA			
654005	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 125 MM; MATERIAL: STEEL	EA			
654007	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 150 MM; MATERIAL: STEEL	EA			
654008	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 32 MM; MATERIAL: STEEL	EA			
654009	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 40 MM; MATERIAL: STEEL	EA			
654010	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 50 MM; MATERIAL: STEEL	EA			
654013	1000	CLIP, PAPER: TYPE: BULLDOG; LENGTH: 60 MM; MATERIAL: STEEL	EA			
653915	1000	CLIP: TYPE: FOLDBACK; DIMENSIONS: 41 MM; MATERIAL: STL	EA			
653916	1000	CLIP: TYPE: FOLDBACK; DIMENSIONS: 51 MM; MATERIAL: STL	EA			
653925	1000	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STL; COLOR: ASSORTED	EA			
653931	1000	CLIP, PAPER: TYPE: GEM; LENGTH: 50 MM; MATERIAL: STL; COLOR: COLORED	EA			
653935	1000	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STL; COLOR: SILVER	EA			
653941	1000	CLIP, PAPER: TYPE: GEM; LENGTH: 50 MM; MATERIAL: STL; COLOR: SILVER	EA			
653944	1000	CLIP, PAPER: TYPE: GEM WAFY; LENGTH: 78 MM; MATERIAL: STL; COLOR: SILVER	EA			
655441	1000	CLIP, PAPER: TYPE: GEM; LENGTH: 33 MM; MATERIAL: STL; COLOR: WHITE	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

653986	1500	THIMBLE, FINGER PROTECTION: SIZE: NO 1; MATERIAL: RUBBER; COLOR: RED; 1 EA	EA			
536705	2000	DIVIDER, INDEX: TYPE: FILE 5 TAB; DIMENSIONS: A4	EA			
650300	2000	DIVIDER, INDEX: MATERIAL: PVC; TYPE: 1-10; DIMENSIONS: A4; 6089	EA			
650301	1500	WALLET: TYPE: DOCUMENT A4; MATERIAL: POLYPROPYLENE; B3436; WITH PRESS STUD	EA			
655208	100	STAMP: TYPE: TRODAT 5460 TRO5460P; TITLE: DATER	EA			
650390	300	TAPE, ADHESIVE: TYPE: BUFF; DIMENSIONS: WD 48 MM X LG 50 M; MATERIAL: VINYL; COLOR: CLEAR	EA			
650392	300	TAPE, ADHESIVE: TYPE: SELLO; DIMENSIONS: WD 12 X LG 66 MM; MATERIAL: VINYL; COLOR: CLEAR	EA			
650386	1000	RULER: SIZE: 30 CM; MATERIAL: STAINLESS STEEL	EA			
521507	500	CARD SET, GUIDE FILE: INSCRIPTION: A-Z; READY SORTER	EA			
542592	1500	PUNCH, PAPER: TYPE: HEAVY DUTY; HOLE SIZE: 5.5 MM; HOLES: 2; CAPACITY: 63 SHT; MANUF P/N: DP800	EA			
538989	4000	POCKET, VISIBLE INDEX FILE: TYPE: DOCUMENT; SIZE: A4; COLOR: CLEAR; PLASTIC; A4	EA			
655047	3000	PEN, BALL POINT: TYPE: V BALL; TIP SIZE: 0.5 MM; INK COLOR: BLACK	EA			
655478	3000	PEN, BALL POINT: TYPE: PILOT FRIXION; TIP SIZE: 0.7 MM; INK COLOR: BLACK	EA			
655450	3000	PENCIL: MATERIAL: WOOD; HARDNESS: B; COLOR: BLACK; TYPE: STAEDTLER TRADITION	EA			
655448	3000	PENCIL: MATERIAL: WOOD; HARDNESS: 2B; COLOR: BLACK; TYPE: STAEDTLER TRADITION	EA			
521184	1500	SHARPENER, PENCIL: TYPE: MANUAL; HOLE QUANTITY: 2; MATERIAL: STAINLESS STEEL	EA			
650383	3000	PEN BALL PNT: SUPER GRIP RETRACT; 0.7 MM	EA			
650368	3000	PEN: TYPE: GEL GRIP HYBRID; COLOR: ASSORTED	EA			
650364	3000	PEN: TYPE: ROLLER BALL; COLOR: ASSORTED; BL G2 5 GEL	EA			
650365	3000	PEN, BALL POINT: TYPE: BK, SUPERB; TIP SIZE: 0.7 MM; INK COLOR: ASSORTED; FINE/MEDIUM	EA			
542023	500	PEN, CORRECTION: INK COLOR: WHITE; TIP SIZE: 0.5 MM; RESERVOIR: 7 ML; TYPE: ZLC21-W; TIP MATERIAL:	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

		METAL				
536573	500	PEN, CORRECTION: TYPE: FINE POINT; SUPPL P/N: ZL31W	EA			
650363	3000	PEN, BALL POINT: TYPE: PENTEL CRYSTAL; TIP SIZE: 1.0 MM; INK COLOR: ASSORTED	EA			
535043	3000	PEN, BALL POINT: TYPE: PENTEL SUPERB BK77 FINE; TIP SIZE: 0.7 MM; INK COLOR: BLACK; MANUF P/N: BL77; METAL TIP	EA			
655408	4000	FILE, STATIONERY: TYPE: ARCH LEVER; SIZE: A4; MATERIAL: CARDBOARD; COLOR: ASSORTED	EA			
655233	4000	FILE, STATIONERY: TYPE: 40MM LEVER ARCH; SIZE: A4; MATERIAL: CARDBOARD; COLOR: BLACK	EA			
521489	4000	LABEL: TYPE: FLAGS, POST IT; SIZE: 3 M; COLOR: 4 COLORS; DESIGNATION: BLANK; MATERIAL: PAPER	EA			
655230	4000	LABEL: TYPE: FLAG; SIZE: WD 12 X LG 45 MM; COLOR: ASSORTED; DESIGNATION: BLANK; MATERIAL: FILM MATERIAL	EA			
654304	4000	FOLDER: TYPE: SECRETERIAL, 2 SIDES OPEN; SIZE: A4; TAB POSITION: CARRY; MATERIAL: CARDBOARD	EA			
521836	4000	FOLDER, FILE: TYPE: DOCUMENT WALLETS; SIZE: A4; MATERIAL: PP; STATIONERY	EA			
654028	200	INK, STAMP PAD: TYPE: RUBBER; COLOR: BLACK; CONTAINER: BOX	EA			
160458	3000	TAG, KEY: SIZE: WD 22 X LG 48 MM; INSCRIPTION: BLANK; INSCRIPTION COLOR: VARIOUS; BASIC SHAPE STYLE: RECTANGULAR; ATTACHMENT DEVICE: RING; COLOR: YELLOW; SUPPL P/N: 2600-141; REFERENCE NO: TH186- 141; MATERIAL BRS, COMPLETE WITH RING SIZE 25MM ID, SPLIT STL	EA			
654326	2000	PAD, WRITING PAPER: TYPE: POST IT; SIZE: WD 35 X LG 51 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 100; RULED: NO; MARGINE: NO MARGINE	EA			
654843	2000	PAD, WRITING PAPER: TYPE: FLAGS, POST IT; SIZE: SQ 73 MM MM; COLOR: ASSORTED; PAGE QUANTITY: 683; RULED: NO; MARGINE: NO MARGINE	EA			
670578	4000	BOOK, RECORD: TYPE: PSR PRE-WORK CHECKLIST; SIZE: A4; PAGE QUANTITY: 100; NUMBERED PAGES: YES; BINDING METHOD: LEFT HAND SIDE GLUE; COVER TYPE: CARDBOARD; COPY QUANTITY: NO; COVER COLOR: BUFF; WHITE PAGES; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

670579	4000	BOOK, RECORD: TYPE: PSR WORKERS REGISTER; SIZE: A4; PAGE QUANTITY: 100; NUMBERED PAGES: YES; BINDING METHOD: LEFT HAND SIDE GLUE; COVER TYPE: CARDBOARD; COPY QUANTITY: NO; COVER COLOR: BUFF; WHITE PAGES; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			
670580	4000	BOOK, RECORD: TYPE: WP RISK ASSESSMENT FORM; SIZE: A3; PAGE QUANTITY: 100; NUMBERED PAGES: YES; BINDING METHOD: LEFT HAND SIDE GLUE; COVER TYPE: CARDBOARD; COPY QUANTITY: 0; COVER COLOR: BUFF; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, WITH PAGES PRINTED ON BOTH SIDES; SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			
670584	3000	BOOK, DUPLICATE: TYPE: PSR LIMITED ACCESS REGISTER; COMMERCIAL SIZE: A4; DUPLICATIONS: 2; PAGE QUANTITY: 202; PAGE COLORS: WHITE/YELLOW; COVER COLOR: BUFF; COVER MATERIAL: CARDBOARD; 100 PAGES IN DUPLICATE; ORIGINAL PAGE IN WHITE AND COPY IN YELLOW; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			
670585	4000	BOOK, DUPLICATE: TYPE: PSR SANCTION FOR TEST FORM; COMMERCIAL SIZE: A4; DUPLICATIONS: 2; PAGE QUANTITY: 102; PAGE COLORS: WHITE/YELLOW; COVER COLOR: BUFF; COVER MATERIAL: CARDBOARD; 50 PAGES IN DUPLICATE; ORIGINAL IN WHITE AND COPY IN YELLOW; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			
670586	200	BOOK, DUPLICATE: TYPE: PSR PERMIT TO WORK; COMMERCIAL SIZE: A4; DUPLICATIONS: 2; PAGE QUANTITY: 100; PAGE COLORS: WHITE/PINK; COVER COLOR: BUFF; COVER MATERIAL: CARDBOARD; 50 PAGES IN DUPLICATE; ORIGINAL PAGE IN WHITE AND COPY IN PINK PRINTED BOTH SIDES; EACH PAGE TO BE NUMBERED WITH INDIVIDUAL NUMBER, SERIES: 1108 3146; SAMPLE IS AVAILABLE ON SITE	EA			
654386	1500	FOLDER: TYPE: PVC; SIZE: A4; TAB POSITION: CARRY; COLOR: ASSORTED; MATERIAL: PLASTIC; FLAP CLOSURES SECURELY WITH STUD; CARRY PLASTIC ENVELOPE; 130 MICRON	EA			

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

159270	4000	BOOK, DUPLICATE: TYPE: CONTINGENCY GOODS ISSUE; COMMERCIAL SIZE: A4; DUPLICATIONS: 3; PAGE QUANTITY: 50; PAGE COLORS: WHITE/GREEN/YELLOW; COVER COLOR: GREEN; COVER MATERIAL: CARDBOARD/FLAP; SPECIFICATION: COMMERCIAL QUALITY; UNIQUE IDENTIFIER: 240-58971982 REV 1; LANDSCAPE; SELF CARBON; 1ST PAGE WHITE; 2ND PAGE GREEN; 3RD PAGE YELLOW; 1ST AND 2ND PAGE PERFORATED; TO BE PRINTED IN BLACK; SEQUENTIALLY NUMBERED AND RECORD TO BE KEPT BY SUPPLIER; NOTE - CORRECTNESS OF DOCUMENT TO BE CONFIRMED WITH USER PRIOR TO PRINTING; PAGES WITH A NEW ESKOM LOGO 2002	EA			
518838	3000	RULER: SIZE: 30 CM; MATERIAL: PLASTIC	EA			
599842	2000	PEN, BALL POINT: TYPE: PILOT V; TIP SIZE: 0.7 MM; INK COLOR: BLACK	EA			
712547	3000	BOOK: TYPE: HARDCOVER BOOKS; TITLE: BLACK EXERCISE HARD COVER; SIZE: A5; COVER TYPE: BLACK; PAGE QUANTITY: 128	EA			
0016512	50000	PAPER, BOND: SIZE: A4; COLOR: WHITE; USAGE FORM: SHEET; NOMINAL BASIS WEIGHT: 80 G/M2; PACKAGE TYPE: REAM; PACKAGE QUANTITY: 500 PAGES; SUPPL P/N: SATYA4WHBX; MODEL NO: 80 GSM; 210 MM WD X 297 MM LG	EA			
0017482	1500	BOOK, RECORD: TYPE: SHORTHAND NOTE, STENO PAD; SIZE: 203 X 127 MM; BINDING METHOD: TOP SPIRAL; REFERENCE NO: JD125; S1; RA200; JD145; WITHOUT CENTRE LINE AND MARGIN	EA			
0534267	1500	CLEANER: TYPE: WHITE BOARD PARROT; FORM: LIQUID; CONTAINER: 250 ML	EA			
	4000	WORKERS REGISTER BOOK HV (PAGES 100)	EA			
	4000	PRE-WORK REGISTER HV (PAGES 100)	EA			
	4000	PRE-WORK REGISTER PSR (PAGES 100)	EA			
	200	MANUAL PERMIT BOOK (HV) WITH CARBON COPY (PAGES 100)	EA			
	400	MANUAL LOG WRITING BOOK WITH CARBON COPY (PAGES 100)	EA			
	400	EOD OPERATING INSTRUCTIONS BOOK WITH CARBON COPY (PAGES 100)	EA			
	600	KEY REGISTER BOOK (PAGES 100)	EA			

	400	FUEL OIL REGISTER BOOK (PAGES 100)	EA			
	2000	FUEL OIL ESCORT REGISTER BOOK (PAGES 100)	EA			
	400	CALL OUT REGISTER BOOK (PAGES 100)	EA			

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

### 5.1 Programming constraints

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

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

The supplier is required to stationery, and the delivery will be once per week as per instruction on order placement.

- Monday to Thursday deliveries not later than 15H00 and Friday before 11H00.
- It might be required occasionally to deliver more than once a month.
- A purchase order will be issued to the *Supplier* with the required items and quantities.

### 5.3 Marking the *goods*

Delivery packaging to have the following details on it:

- Oder number.
- Physical address of the Power Station.
- Delivery note number.
- Material number and quantity.
- The Goods will conform with the quality, description, and other particulars of the goods stated in the bid documents.
- The Goods will conform with all descriptions and specifications provided to the



**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

- customer in response to the bid documents.
- The Goods will be of satisfactory quality and fit for any intended use expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship for a period of 6 months from the date of delivery.
- 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.
- The Goods will conform with all quality standards.

**5.4 Constraints at the delivery place and place of use**

- Deliveries will not be later than 15h00 (07:30-15:00)
- Subcontracting shall not be permitted, unless declared and accepted prior to contract award.
- The supplier shall not be responsible for the storage of items after acceptance at delivery by Employer.
- The supplier shall not be responsible for offloading items during delivery.

**5.5 Cooperating with Others**

The Supplier cooperates with the Service manager during delivery.

The Supplier cooperates with the Purchaser's team in ensuring that the goods are delivered in accordance with all requirements

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

Not applicable to this contract

**5.7 Management meetings**

The following requirements for conducting and monitoring the services will apply to the Works. The Contractor shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose of delivering Stationery items. The Contractor shall attend the Site meetings when deemed required by the Employer.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly	Eskom Premises	<i>Purchaser, Supplier, Supply Manager</i>
Overall contract progress and feedback	Once a month	Eskom Premises	<i>Purchaser, Supplier, Supply Manager</i>

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

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**

The *Supplier* to keep record of amount paid as well as any correspondence and documentation during the Supply agreement to be filed in the contract file.

## **5.9 Health and safety risk management**

The Supplier shall comply with the health and safety requirements contained in the Safety Annexure A of the Invitation to Tender.

- a) The Supplier complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any goods for this contract.
- b) The Supplier shall comply with site health and safety requirements for Kriel Power Station when delivering goods.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Purchaser's Manager In line with the SHE specification
- d) The Supplier submits safety file for approval before access is granted
- e) The Supplier maintains the safety file validity in line with site requirements
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.
- g) Supplier to update their safety file yearly and each time they make changes on their staff or personnel
- h) The Supplier ensures that when changing a team member, the new team gets induction and all process of safety file approval is adhered to- before gaining access to site

## **5.10 Environmental constraints and management**

The *Supplier* shall comply with the environmental criteria and constraints when doing deliveries at Kusile Power Station premises regarding:

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

**SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION**

The *Supplier* shall comply with the environmental criteria and constraints contained in Annexure B of the Invitation to Tender

### 5.11 Quality

- The supplier shall supply preservation and storage procedures where applicable.
- Should the Employer be dissatisfied with all or certain items relating to a specific item (including but not limited to suspected inferior quality or non-compliance) the supplier will make good, rectify the faults, or supply new item at his/her cost.
- Complete price breakdown must be supplied with quotation and must include the cost of transport to respective Power Station. However, Employer reserves the right to use the Employer's own transport.
- Items will be opened for inspection, counting and quality control check at the Employer's stores.

### 5.12 Invoicing and payment

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

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

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

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

### 5.13 Insurance provided by the *Purchaser*

Not applicable to this contract

### 5.14 Contract change management

The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the *Supply's manager*

### 5.15 Provision of bonds and guarantees

Not applicable to this contract

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

Early warning to be given by any of the parties as soon either becomes aware of matters that could increase the total of total prices, delay completion etc.

All the compensation events will be implemented through the raising of an early warning. See NEC Core clause 16.1 and 63.1 and 63.2

## 6 Procurement

### 6.1 Subcontracting

#### 6.1.1 Preferred subcontractors

No Subcontracting

#### 6.1.2 Limitations on subcontracting

Not applicable

#### 6.1.3 Spares and consumables

Not applicable

#### 6.1.4 Other requirements related to procurement

Other requirements such as SDL&I or socio political enhancements the <i>Supplier</i> is to provide as part of Providing the Goods and Services (if any) could be included here.
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Not applicable

#### 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 <i>Supplier</i> (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).
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Cataloguing has already been done.

## 7 List of drawings

Not applicable

### 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.

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