



NEC3 Supply Contract (SC3)

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

and

for Supply, delivery of Stationery for Archive Area for
Research Testing and Development at Eskom
Research and Innovation Centre (ERIC)building at
Rosherville

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CONTRACT No.

PART C1:

AGREEMENTS & CONTRACT DATA

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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:

Item of requisition	Material	Description	QTY	Unit Price	Total Price
20	0540048	POCKET VSB INDX FILE:LAMINATING POUCHES	16		
30	0542398	RULER:CLEAR;300 MM	28		
40	0017266	POCKET VSB INDX FILE:DOCUMENT;A4;CLEAR	25		
50	0020304	PISTON:EMERGENCY TRIP VALVE GEAR;BRS	6		
60	0664490	CONTACTOR:MOTOR CONTROL;380 V;230 V;96 A	30		
70	0652785	STAMP:TRODAT 5208;DATE	6		
80	0537075	TAG KEY:WD 25 X LG 55 MM;NONE;RNG;WHITE	100		
90	0667293	REMOVER STPL:CLAW;METAL AND PLASTIC	30		
100	0655209	PAD INK:HORSE;LARGE;BLACK	50		
110	0599844	TAPE ADHSV:PACKAGING CLEAR;PLASTIC	20		
120	0650393	TAPE ADHSV:SELLO;WD 24 X LG 66 MM;VINYL	10		
130	0650390	TAPE ADHSV:BUFF;WD 48 MM X LG 50 M;VINYL	10		
140	0650388	SCISSORS:LG 212 MM;SMOKED	10		
150	0650387	SCISSORS:LG 212 MM;ORANGE	9		
160	0655470	BAND ELSTC:WD 3;LG 100;NATURAL;500	30		
170	0655531	BAND ELSTC:WD 1.5 MM;LG 35 MM;NATURAL	30		
180	0542374	DISPENSER:POP UP NOTES	6		
190	0655909	FILE STNRY:4 HOLE;A4;PVC;ASSORTED	100		
200	0024522	FILTER AIR:INTAKE;ID 25 X OD 55 X HT 50	50		
210	0019128	PIN TAPR:2885-013;2480-015;NO 0;10 MM	50		
220	0542592	PUNCH PPR:HD;5.5 MM;2;63 SHT	2		
230	0536456	PUNCH PPR:P425;6 MM;4;HAND;25 SHT	1		
240	0655621	PUNCH PPR:PREMIUM,P225;6 MM;HAND;MEDIUM	1		
250	0654311	PUNCH PPR:WIRO;4.4 MM;A4;HAND;150 PG	1		
260	0655624	PUNCH PPR:PREMIUM P215;6 MM;HAND;LIGHT	1		
270	0655626	PUNCH PPR:PREMIUM P240;6 MM;2;HAND;HEAVY	1		

**SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM
RESEARCH AND INNOVATION CENTRE (ERIC)**

280	0652844	POINTER LSR:PRESENTATION;20 M	1		
290	0662618	POCKET VSB INDX FILE:PUNCHED;A4;CLEAR	30		
300	0655657	TACK:MAP;16 MM;ASSORTED	100		
310	0017448	PENCIL MECH:CLUTCH CUSHION POINT;0.5 MM	24		
320	0655451	PENCIL MECH:CLUTCH;ASORTED;0.7 MM	24		
330	0667291	PENCIL MECH:0.5MM LEAD;ASSORTED;8 MM	24		
340	0655049	PEN BALL PNT:VBALL;0.7;BLACK	24		
350	0655047	PEN BALL PNT:V BALL;0.5 MM;BLACK	24		
360	0655899	BOARD MRKR:PLANT LOCATION;NON MAGNETIC	1		
370	0542407	MARKER FELT TIP:WHITE BOARD;ASSORTED	1		
380	0650346	MARKER FELT TIP:NON PERMANENT;ASSORTED	24		
390	0019584	PIECE:SPEED STOP SENSOR;STL	24		
400	0655389	MARKER FELT TIP:PERMANENT;ASSORTED	20		
410	0654137	LABEL:SELF ADHESIVE;C10,C13,C19,C25,C32	5		
420	0654123	LABEL:REINFORCEMENT RINGS;DIA 14 MM;PVC	5		
430	0651774	LABEL:REINFORCEMENTS;14 MM;WHITE;BLANK	5		
440	0654123	LABEL:REINFORCEMENT RINGS;DIA 14 MM;PVC	5		
450	0663909	INK STMP PAD:REFILL;BLACK;LIQD	10		
460	0663908	PAD INK:STAMP;WD 65 X LG 105 MM	30		
470	0540834	MARKER FELT TIP:HIGHLIGHTERS WALLET	24		
480	0535140	MARKER FELT TIP:ASSORTED	24		
490	0021817	CASING:TURBINE BLADING NO 178	24		
500	0020303	O RING:ID 24.99 MM;WD 3.53 MM;RUBBER	2		
510	0521489	LABEL:FLAGS, POST IT;3 M;4 COLORS;BLANK	5		
520	0652647	FILM TRNSPRCY:DC FIX;WHITE	20		
530	0011104	GLAND CBL:ADJ;NO 3	20		
540	0017241	FASTENER FILE:TWINCLIP;80 MM;STL	100		
550	0654081	FILE:ARCH LEVER, STOW AWAY BOX;CARDBOARD	10		
560	0663902	ERASER RUBR:SYNTHETIC;60 X 20 MM;WHITE	1		
570	0535020	REFIL ERSR:ZER 2;RUBBER LATEX-FREE	20		
580	0158878	ENVELOPE MLNG:FLAP;C5; WD 229 X LG 162	50		
590	0521790	ENVELOPE:C3;WHITE;BLANK;LOOSE	50		
600	0652869	DRAWER:SDS SYSTEM;12	1		
610	0655421	DIVIDER INDX:POLYPROPYLENE;BANTEX 7 TABS	100		

**SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM
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620	0655421	DIVIDER INDX:POLYPROPYLENE;BANTEX 7 TABS	100		
630	0663906	DIVIDER INDX:MANILLA, 5 TAB	100		
640	0663906	DIVIDER INDX:MANILLA, 5 TAB	100		
650	0655415	DIVIDER INDX:PAPER;MANILLA 10 TAB;A4	100		
660	0650298	DIVIDER INDX:PVC;1-5;A4	100		
670	0650295	DIVIDER INDX:PVC;TAB 20;A4	100		
680	0650294	DIVIDER INDX:PVC;TAB 10 TAB;A4	100		
690	0542334	DIVIDER INDX:PVC;FILE, JAN-DEC;A4	100		
700	0650297	DIVIDER INDX:PVC;A-Z;A4	200		
710	0663899	DIVIDER INDX:PVC;TAB 1-12	300		
720	0605337	DISPENSER:SELLOTAPE HOLDER	1		
730	0652876	ORGANIZER DESK:OFFICE;ROUND	1		
740	0652876	ORGANIZER DESK:OFFICE;ROUND	1		
750	0652851	STAMP:NUMBERING;DELI 7506 6-BAND	1		
760	0652851	STAMP:NUMBERING;DELI 7506 6-BAND	1		
770	0652851	STAMP:NUMBERING;DELI 7506 6-BAND	2		
780	0655208	STAMP:TRODAT 5460 TRO5460P;DATER	10		
790	0653986	THIMBLE FNGR PROT:NO 1;RUBBER;RED	5		
800	0653986	THIMBLE FNGR PROT:NO 1;RUBBER;RED	5		
810	0653960	CLIPBOARD:WD 210 MM;LG 297 MM;PVC	1		
820	0655442	Clip: paper gem, white, 33mm, ea	100		
830	0653944	CLIP PPR:GEM WAFY;LG 78 MM;STL;SILVER	100		
840	0014272	STAND:BATTERY, DOUBLE ROW STEPPED TIER	100		
850	0653935	CLIP PPR:GEM;LG 33 MM;STL;SILVER	100		
860	0653931	CLIP PPR:GEM;LG 50 MM;STL;COLORED	100		
870	0653925	CLIP PPR:GEM;LG 33 MM;STL;ASSORTED	100		
880	0653922	CLIP PPR:MAGIC;LG 6 MM;STL	3		
890	0653919	CLIP PPR:MAGIC;LG 4.8 MM;STL	3		
900	0653916	CLIP:FOLDBACK;51 MM;STL	200		
910	0653915	CLIP:FOLDBACK;41 MM;STL	200		
920	0653912	CLIP:FOLDBACK;32 MM;STL	500		
930	0653907	CLIP:FOLDBACK;25 MM;STL	500		
940	0653905	CLIP:FOLDBACK;19 MM;STL	300		
950	0017241	FASTENER FILE:TWINCLIP;80 MM;STL	300		
960	0654013	CLIP PPR:BULLDOG;LG 60 MM;STL	300		
970	0017238	CLIP PPR:LG 50 MM;STL	300		
980	0654009	CLIP PPR:BULLDOG;LG 40 MM;STL	300		
990	0017412	CLIP PPR:LG 32 MM;PLASTIC COATED;W287	250		
1000	0654007	CLIP PPR:BULLDOG;LG 150 MM;STL	250		
1010	0654005	CLIP PPR:BULLDOG;LG 125 MM;STL	25		
1020	0654005	CLIP PPR:BULLDOG;LG 125 MM;STL	250		
1030	0654004	CLIP PPR:BULLDOG;LG 100 MM;STL	250		
1040	0017274	CLIP PPR:LG 25 MM;STL;6540	250		
1050	0654286	PAD CHRT:FLIP;WD 610 X LG 860 MM;WHITE	10		
1060	0625767	COVER:BINDING;A4;PLASTIC;CLEAR	50		

**SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM
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1070	0654144	BINDING ELEMENT:SPIRAL;28 MM	50		
1080	0570682	BINDING ELEMENT COMB:A4;21;8 MM;LG 300	50		
1090	0650303	BINDING ELEMENT:SPIRAL;DIA 6 MM	50		
1100	0650293	BINDING ELEMENT:SPIRAL;DIA 45 MM	50		
1110	0650321	BINDING ELEMENT COMB:A4;21;25 MM;195	50		
1120	0654147	BINDING ELEMENT:SPIRAL;22 MM	50		
1130	0654146	BINDING ELEMENT:SPIRAL;19 MM	30		
1140	0655239	BINDING ELEMENT:100 IN BOX;14 MM;PLASTIC	30		
1150	0017303	BINDING ELEMENT COMB:A4;21;12 MM;WHITE	30		
1160	0017301	BINDING ELEMENT COMB:A4;21;10 MM;WHITE	30		
1170	0650302	BINDING ELEMENT:SPIRAL;DIA 51 MM	30		
1180	0185343	2-RING BINDER FILE A4; SPINE WD 65 MM	50		
1190	0605337	DISPENSER:SELLOTAPE HOLDER	1		
1200	0655068	STAPLE:GIANT;66/8;WD 8 MM	5		
1210	0655580	STAPLE:HD;23/6;WD 6 MM	5		
1220	0682807	STAPLE:REXEL STAPLES STANDARD;NO 56;STL	5		
1230	0655918	STAPLE:PAPER;66/14;WD 13 MM	5		
1240	0655917	STAPLE:PAPER;66/11;WD 13.15 MM	5		
1250	0014247	STAND:BATTERY, DOUBLE ROW STEPPED TIER	5		
1260	0024467	FILTER FUEL:DIESEL;DIA 97 X LG 135 MM	5		
1270	0655054	STAPLER:HD;GIANT	1		
1280	0535680	STAPLER:STATIONERY;NO 56	3		
1290	0732833	CUTTER PPR GULTN:STANDING ON A TABLE;420	1		
1300	0663901	FILE:LEVER ARCH;70 MM;PVC;BLUE	50		
1310	0542334	DIVIDER INDX:PVC;FILE, JAN-DEC;A4	50		
1320	0738048	DIVIDER INDX:PVC A4;FILE A-Z	50		
1330	0749871	BAG:REFUSE;WD 800 X LG 930 MM;CLEAR;40	500		
1340	0650347	MARKER FELT TIP:PAINT;ASSORTED	24		
1350	0654250	MARKER FELT TIP:WHITEBOARD;ASSORTED	50		
1360	0650347	MARKER FELT TIP:PAINT;ASSORTED	5		
1370	0650347	MARKER FELT TIP:PAINT;ASSORTED	1		
1380	0655645	ERASER RUBR:PENTEL ZE11T CLIC-ERASER	5		
1390	0650347	MARKER FELT TIP:PAINT;ASSORTED	1		
1400	0729648	BOX FOLDG:OFF-SITE STORAGE;WD 330 MM;285	800		
1410	0764630	BOX FILG:WD 240 MM;LG 335 MM;70 MM;BROWN	30		
1420	0650347	MARKER FELT TIP:PAINT;ASSORTED	2		
1430	0655901	BOARD MRKR:PARROT;MAGNETIC;METAL;WHITE	1		
1440	0650347	MARKER FELT TIP:PAINT;ASSORTED	1		

1450	0655531	BAND ELSTC:WD 1.5 MM;LG 35 MM;NATURAL	50		
1460	0688894	BOX FILG:ARCHIVE BOX WITH LID;WD 25 CM	110		
1470	0720459	BOX FILG:OPTIPLAN 310 ARCHIVE;WD 100 MM	129		
1480	0758395	RULER:SET SQUARE 30/60 DEGREES 21CM	1		
1490	0650347	MARKER FELT TIP:PAINT;ASSORTED	16		

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
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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	As per the price schedule
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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:**

Name &
signature of
witness

Date:

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)  31/07/2025

Name(s) Teddy Mtembi

Capacity Middle Manager Business Enablement

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

Name & Morongwa  29/07/2025
signature of Date witness

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A

**SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM
RESEARCH AND INNOVATION CENTRE (ERIC)**

3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A

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

 Teddy Mtembi

Name

Capacity

**Sandton, Johannesburg
2199**

Morongwa 

29/07/2025

On behalf
of
Name &
signature of witness

**Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive**

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
	X2 Changes in the law	X7: Delay damages
		X20 : Key Performance Indicators
		Z: Additional conditions of contract
		of the NEC3 Supply Contract (April 2013) ¹ (If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	011 800 4299
10.1	The <i>Supply Manager</i> is (name):	
	Address	Eskom Research, Testing and Development Lower Germiston Road Rosherville 2022
	Tel Fax e-mail	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

11.2(13)	The <i>goods</i> are	
11.2(13)	The <i>services</i> are	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Information is in	Annexure A to this Contract Data Goods
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i> <i>delivery date</i>
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.	no data required
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	2 working days
4	Testing and defects	
42	The <i>defects date</i> is	52 weeks after Delivery
43.2	The <i>defect correction period</i> is	1 week
	except that the <i>defect correction period</i> for	N/A
	and the <i>defect correction period</i> for	N/A
42.2	The <i>defects access period</i> is	2 working days

	except that the <i>defect access period</i> for	N/A
	and the <i>defect access period</i> for	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest
	(calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose	
		appointment it shall not be necessary to prove) for amounts due in Rands and
		(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	

80.1	These are additional <i>Purchaser's</i> risks	N/A
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including of profit, revenue and goodwill is limited to	loss 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 amount payable) relevant to the event and	(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 (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:	Nil
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or	Nil
88.5	in connection with this contract, other than the excluded matters, is limited to The <i>end of liability date</i> is	5 years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	to be appointed when a 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 www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Gauteng - Cleveland South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10	Data for Option clauses	
X2	Changes in the law	
X2.1	A change in the law of	Any law within the Republic of South Africa which applies to the Purchaser providing the Goods. The Purchaser shall comply with all applicable laws under the scope of work
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages	
X7.1	Delay damages for Delivery are	A minimum of 2% to a maximum of 5% per delay per delivery
X20	Key Performance Indicators	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	5 months
Z	The <i>additional conditions of contract</i> are	
		Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

- Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited means any one or more of a Coercive Action, Collusive Action Corrupt Action, **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:

- Insurance cover 84**
- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, 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	<p><u>Loss of or damage to property</u></p> <p><u><i>Purchaser's</i> property</u></p> <p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u></p> <p>The replacement cost</p> <p><u>Death of or bodily injury</u></p> <p>The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:**Insurance by
the *Purchaser***

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document

Cyber Liability	Per the insurance policy document
Nuclear Material Damage and	Per the insurance policy document
Business Interruption	
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

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

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services,

including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

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

Annexure A: Supply Requirements

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

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

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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	As per the price schedule
11.2(12)	The <i>price schedule</i> is in:	Pricing Data C2.2
11.2(14)	The following matters will be included in the Risk Register	N/A
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A
30.1		goods and services delivery date

	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:		Contract period
31.1	The programme identified in the Contract Data is contained in:	N/A	
63.2	The <i>percentage for overheads and profit</i> to the Defined Cost is 0%	added	

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	2

C2.1 Pricing assumptions

How *goods* and *services* are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier*

PART C2: PRICING DATA

1

C2.1 SC3 PRICING ASSUMPTIONS

estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;

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

Format of the *price schedule*

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

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

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

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

RESEARCH AND INNOVATION CENTRE (ERIC)

C2.2 the *price schedule*

Item no	Description	Quantity	Unit price	Total
1.				
2.				
3.				

The total of the Prices

R0,00

Supplier:


.....
PRINT NAME

.....
SIGNATURE

.....
DATE

Eskom:

Teddy Mtembi
.....
PRINT NAME

 31/07/2025
.....
SIGNATURE

.....
DATE

STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

1 Overview and purpose of the *goods and services*

Supply, delivery of Stationery for Archive Area for Research Testing and Development at Eskom Research and Innovation Centre (ERIC)building at Rosherville

2 Specification and description of the *goods*

Supply, delivery of Stationery for Archive Area for Research Testing and Development at Eskom Research and Innovation Centre (ERIC)building at Rosherville

Supply and delivery of the following:

Specification	Quantity
POCKET VSB INDX FILE:LAMINATING POUCHES	16
RULER:CLEAR;300 MM	28
POCKET VSB INDX FILE:DOCUMENT;A4;CLEAR	25
PISTON:EMERGENCY TRIP VALVE GEAR;BRS	6
CONTACTOR:MOTOR CONTROL;380 V;230 V;96 A	30
STAMP:TRODAT 5208;DATE	6
TAG KEY:WD 25 X LG 55 MM;NONE;RNG;WHITE	100
REMOVER STPL:CLAW;METAL AND PLASTIC	30
PAD INK:HORSE;LARGE;BLACK	50
TAPE ADHSV:PACKAGING CLEAR;PLASTIC	20
TAPE ADHSV:SELLO;WD 24 X LG 66 MM;VINYL	10
TAPE ADHSV:BUFF;WD 48 MM X LG 50 M;VINYL	10
SCISSORS:LG 212 MM;SMOKED	10
SCISSORS:LG 212 MM;ORANGE	9
BAND ELSTC:WD 3;LG 100;NATURAL;500	30
BAND ELSTC:WD 1.5 MM;LG 35 MM;NATURAL	30
DISPENSER:POP UP NOTES	6
FILE STNRY:4 HOLE;A4;PVC;ASSORTED	100
FILTER AIR:INTAKE;ID 25 X OD 55 X HT 50	50
PIN TAPR:2885-013;2480-015;NO 0;10 MM	50
PUNCH PPR:HD;5.5 MM;2;63 SHT	2
PUNCH PPR:P425;6 MM;4;HAND;25 SHT	1
PUNCH PPR:PREMIUM,P225;6 MM;HAND;MEDIUM	1
PUNCH PPR:WIRO;4.4 MM;A4;HAND;150 PG	1
PUNCH PPR:PREMIUM P215;6 MM;HAND;LIGHT	1
PUNCH PPR:PREMIUM P240;6 MM;2;HAND;HEAVY	1
POINTER LSR:PRESENTATION;20 M	1
POCKET VSB INDX FILE:PUNCHED;A4;CLEAR	30
TACK:MAP;16 MM;ASSORTED	100
PENCIL MECH:CLUTCH CUSHION POINT;0.5 MM	24
PENCIL MECH:CLUTCH;ASORTED;0.7 MM	24

SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM RESEARCH AND INNOVATION CENTRE (ERIC)

PENCIL MECH:0.5MM LEAD;ASSORTED;8 MM	24
PEN BALL PNT:VBALL;0.7;BLACK	24
PEN BALL PNT:V BALL;0.5 MM;BLACK	24
BOARD MRKR:PLANT LOCATION;NON MAGNETIC	1
MARKER FELT TIP:WHITE BOARD;ASSORTED	1
MARKER FELT TIP:NON PERMANENT;ASSORTED	24
PIECE:SPEED STOP SENSOR;STL	24
MARKER FELT TIP:PERMANENT;ASSORTED	20
LABEL:SELF ADHESIVE;C10,C13,C19,C25,C32	5
LABEL:REINFORCEMENT RINGS;DIA 14 MM;PVC	5
LABEL:REINFORCEMENTS;14 MM;WHITE;BLANK	5
LABEL:REINFORCEMENT RINGS;DIA 14 MM;PVC	5
INK STMP PAD:REFILL;BLACK;LIQD	10
PAD INK:STAMP;WD 65 X LG 105 MM	30
MARKER FELT TIP:HIGHLIGHTERS WALLET	24
MARKER FELT TIP:ASSORTED	24
CASING:TURBINE BLADING NO 178	24
O RING:ID 24.99 MM;WD 3.53 MM;RUBBER	2
LABEL:FLAGS, POST IT;3 M;4 COLORS;BLANK	5
FILM TRNSPRCY:DC FIX;WHITE	20
GLAND CBL:ADJ;NO 3	20
FASTENER FILE:TWINCLIP;80 MM;STL	100
FILE:ARCH LEVER, STOW AWAY BOX;CARDBOARD	10
ERASER RUBR:SYNTHETIC;60 X 20 MM;WHITE	1
REFIL ERSR:ZER 2;RUBBER LATEX-FREE	20
ENVELOPE MLNG:FLAP;C5; WD 229 X LG 162	50
ENVELOPE:C3;WHITE;BLANK;LOOSE	50
DRAWER:SDS SYSTEM;12	1
DIVIDER INDX:POLYPROPYLENE;BANTEX 7 TABS	100
DIVIDER INDX:POLYPROPYLENE;BANTEX 7 TABS	100
DIVIDER INDX:MANILLA, 5 TAB	100
DIVIDER INDX:MANILLA, 5 TAB	100
DIVIDER INDX:PAPER;MANILLA 10 TAB;A4	100
DIVIDER INDX:PVC;1-5;A4	100
DIVIDER INDX:PVC;TAB 20;A4	100
DIVIDER INDX:PVC;TAB 10 TAB;A4	100
DIVIDER INDX:PVC;FILE, JAN-DEC;A4	100
DIVIDER INDX:PVC;A-Z;A4	200
DIVIDER INDX:PVC;TAB 1-12	300
DISPENSER:SELLOTAPE HOLDER	1
ORGANIZER DESK:OFFICE;ROUND	1
ORGANIZER DESK:OFFICE;ROUND	1
STAMP:NUMBERING;DELI 7506 6-BAND	1
STAMP:NUMBERING;DELI 7506 6-BAND	1
STAMP:NUMBERING;DELI 7506 6-BAND	2
STAMP:TRODAT 5460 TRO5460P;DATER	10
THIMBLE FNGR PROT:NO 1;RUBBER;RED	5
THIMBLE FNGR PROT:NO 1;RUBBER;RED	5
CLIPBOARD:WD 210 MM;LG 297 MM;PVC	1
Clip: paper gem, white, 33mm, ea	100
CLIP PPR:GEM WAFY;LG 78 MM;STL;SILVER	100
STAND:BATTERY, DOUBLE ROW STEPPED TIER	100

SUPPLY, DELIVERY OF STATIONERY FOR ARCHIVE AREA FOR RESEARCH TESTING AND DEVELOPMENT AT ESKOM RESEARCH AND INNOVATION CENTRE (ERIC)

CLIP PPR:GEM;LG 33 MM;STL;SILVER	100
CLIP PPR:GEM;LG 50 MM;STL;COLORED	100
CLIP PPR:GEM;LG 33 MM;STL;ASSORTED	100
CLIP PPR:MAGIC;LG 6 MM;STL	3
CLIP PPR:MAGIC;LG 4.8 MM;STL	3
CLIP:FOLDBACK;51 MM;STL	200
CLIP:FOLDBACK;41 MM;STL	200
CLIP:FOLDBACK;32 MM;STL	500
CLIP:FOLDBACK;25 MM;STL	500
CLIP:FOLDBACK;19 MM;STL	300
FASTENER FILE:TWINCLIP;80 MM;STL	300
CLIP PPR:BULLDOG;LG 60 MM;STL	300
CLIP PPR:LG 50 MM;STL	300
CLIP PPR:BULLDOG;LG 40 MM;STL	300
CLIP PPR:LG 32 MM;PLASTIC COATED;W287	250
CLIP PPR:BULLDOG;LG 150 MM;STL	250
CLIP PPR:BULLDOG;LG 125 MM;STL	25
CLIP PPR:BULLDOG;LG 125 MM;STL	250
CLIP PPR:BULLDOG;LG 100 MM;STL	250
CLIP PPR:LG 25 MM;STL;6540	250
PAD CHRT:FLIP;WD 610 X LG 860 MM;WHITE	10
COVER:BINDING;A4;PLASTIC;CLEAR	50
BINDING ELEMENT:SPIRAL;28 MM	50
BINDING ELEMENT COMB:A4;21;8 MM;LG 300	50
BINDING ELEMENT:SPIRAL;DIA 6 MM	50
BINDING ELEMENT:SPIRAL;DIA 45 MM	50
BINDING ELEMENT COMB:A4;21;25 MM;195	50
BINDING ELEMENT:SPIRAL;22 MM	50
BINDING ELEMENT:SPIRAL;19 MM	30
BINDING ELEMENT:100 IN BOX;14 MM;PLASTIC	30
BINDING ELEMENT COMB:A4;21;12 MM;WHITE	30
BINDING ELEMENT COMB:A4;21;10 MM;WHITE	30
BINDING ELEMENT:SPIRAL;DIA 51 MM	30
2-RING BINDER FILE A4; SPINE WD 65 MM	50
DISPENSER:SELLOTAPE HOLDER	1
STAPLE:GIANT;66/8;WD 8 MM	5
STAPLE:HD;23/6;WD 6 MM	5
STAPLE:REXEL STAPLES STANDARD;NO 56;STL	5
STAPLE:PAPER;66/14;WD 13 MM	5
STAPLE:PAPER;66/11;WD 13.15 MM	5
STAND:BATTERY, DOUBLE ROW STEPPED TIER	5
FILTER FUEL:DIESEL;DIA 97 X LG 135 MM	5
STAPLER:HD;GIANT	1
STAPLER:STATIONERY;NO 56	3
CUTTER PPR GULTN:STANDING ON A TABLE;420	1
FILE:LEVER ARCH;70 MM;PVC;BLUE	50
DIVIDER INDX:PVC;FILE, JAN-DEC;A4	50
DIVIDER INDX:PVC A4;FILE A-Z	50
BAG:REFUSE;WD 800 X LG 930 MM;CLEAR;40	500
MARKER FELT TIP:PAINT;ASSORTED	24
MARKER FELT TIP:WHITEBOARD;ASSORTED	50

MARKER FELT TIP:PAINT;ASSORTED	5
MARKER FELT TIP:PAINT;ASSORTED	1
ERASER RUBR:PENTEL ZE11T CLIC-ERASER	5
MARKER FELT TIP:PAINT;ASSORTED	1
BOX FOLDG:OFF-SITE STORAGE;WD 330 MM;285	800
BOX FILG:WD 240 MM;LG 335 MM;70 MM;BROWN	30
MARKER FELT TIP:PAINT;ASSORTED	2
BOARD MRKR:PARROT;MAGNETIC;METAL;WHITE	1
MARKER FELT TIP:PAINT;ASSORTED	1
BAND ELSTC:WD 1.5 MM;LG 35 MM;NATURAL	50
BOX FILG:ARCHIVE BOX WITH LID;WD 25 CM	110
BOX FILG:OPTIPLAN 310 ARCHIVE;WD 100 MM	129
RULER:SET SQUARE 30/60 DEGREES 21CM	1
MARKER FELT TIP:PAINT;ASSORTED	16

3 Constraints on how the *Supplier* Provides the Goods

3.1 Work to be done by the Delivery Date

Supply and delivery of Stationary

3.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted. Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	N/A		
Overall contract progress and feedback	N/A		

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the

manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.3 Documentation control

All delivery schedules are to be issued in electronic format and hard copy to the Supply Manager (Zandile Mathebula).

3.4 Health and safety risk management

The *Supplier* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Supplier* shall comply with the Eskom's health and safety requirements below:

SAFETY:

In terms of Eskom's SHE Policy (32-94), Eskom adopt a very strict stance on ensuring adherence to prescribed Safety Regulations. Strict compliance with the OHS Act is vital, and ALL submissions required in terms of Contractor Regulations, as contained in the Act, must be received by Eskom. All Service Providers are also expected to adhere to Eskom's SHE Guidelines (32-524), which must be adhered to at all times, and the successful Service Provider must also sign a Section 37 (2) Agreement, which stipulates our SHE Specifications. NO Tenders will be accepted from any Service Provider who is UNABLE to comply with any Eskom's SHE requirements.

Also of extreme importance are Eskom's Life Saving Rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering Eskom sites:

a. RULE 1: Open, Isolate, Test, Earth, Bond and/or Insulate BEFORE Touch (That is, any plant operating above 1000 V)

No person may work on any electrical network unless:

- he/she is trained is trained and authorised as competent for the task to be done;
- a pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing;
- an equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures;
- all conducting material is connected together, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- an authorised person/team leader has certified and shown all staff that the apparatus is safe to work on.

NB: In the case of live work, this must be conducted according to standards and procedures while maintaining a minimum safe working clearance.

b. RULE 2: HOOK UP AT HEIGHTS

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been to commencing any work at height;
- he/she is appropriately trained;
- he/she is appropriately secured during ascending and descending; and
- he/she is using an approved fall arrest system where applicable.

c. RULE 3: BUCKLE UP

No work may drive any vehicle on Eskom business and/or on Eskom premises:

- unless the driver and all passengers are wearing seat belts.

d. RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol or may drive any vehicle on Eskom business and/or on Eskom premises:

"Under the influence" means the use of alcohol, drugs, and/or controlled substance to the extent that individual/s:

- faculties are in any way impaired by the consumption or use of the substance; or
- is unable to perform in a safe, productive manner; or
- has a level of any such substance in their body equal to/ exceeding legal standards;
- has a level of alcohol in his/her body greater than 0.02% blood alcohol concentration.

This includes any level of on illegal substance in the body, irrespective of when used.

e. RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS), etc.

- No plant is to return to service without cancellation of all permits on that plant in accordance with the procedure.

3.5 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints

- Signed Environmental policy

3.6 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;

Please submit invoice/s as a pdf document, directly to invoiceseskomlocal@eskom.co.za.

Ensure that you only send one invoice per email and that all invoices have your banking details on it as well as the order number.

Please ensure that you comply with the tax Requirement for submitting invoices electronically.

