



## NEC3 Supply Contract (SC3)

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

**And \_\_\_\_\_**

**For**

**The supply and delivery of laboratory Chemicals,  
Diphoterine and glassware on basis of as and  
when required for the period of 60 months.**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>24</b>
<b>Part C2 Pricing Data</b>	<b>6</b>
<b>Part C3 Scope of Work</b>	<b>34</b>

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**CONTRACT No:**

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## 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>3</b>
<b>C1.2a Contract Data provided by the <i>Purchaser</i></b>	<b>22</b>
<b>C1.2b Contract Data provided by the <i>Supplier</i></b>	<b>1</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 **supply and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for the period of 60 months.**

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2            Pricing Data

Part C3            Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

No.	Subject	Details
1	n/a	
2		

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

## 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	<b>General</b>	
10	<b>Actions</b>	
10.1		The <i>Purchaser</i> , the <i>Supplier</i> and the <i>Supply Manager</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation.
11	<b>Identified and defined terms</b>	
11.1		In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
11.2		<p>(1) The Accepted Programme is the programme identified in the Contract Data or is the latest programme accepted by the <i>Supply Manager</i>. The latest programme accepted by the <i>Supply Manager</i> supersedes previous Accepted Programmes.</p> <p>(2) The Contract Date is the date when this contract came into existence.</p> <p>(3) A Defect is</p> <ul style="list-style-type: none"> <li>• a part of the <i>goods</i> or <i>services</i> which is not in accordance with the Goods Information or</li> <li>• a part of the <i>goods</i> designed by the <i>Supplier</i> which is not in accordance with the applicable law or the <i>Supplier's</i> design which the <i>Supply Manager</i> has accepted.</li> </ul> <p>(4) Defined Cost is an amount paid by the <i>Supplier</i> in Providing the Goods and Services (excluding any tax which the <i>Supplier</i> can recover) for</p> <ul style="list-style-type: none"> <li>• people,</li> <li>• equipment,</li> <li>• plant and materials to be included in the <i>goods</i> and</li> </ul>

- transport

whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(5) Delivery is when the *Supplier* has

- done all the work which the Goods Information states he is to do by the Delivery Date and
- corrected Defects which would have prevented the *Purchaser* from using the *goods* or *services* or Others from doing their work.

(6) The Delivery Date is the *delivery date* unless later changed in accordance with this contract.

(7) The Delivery Place is the delivery place stated in the Supply Requirements.

(8) Goods Information is information which

- specifies and describes the *goods* and *services* and
- states any constraints on how the *Supplier* Provides the Goods and Services

and is in

- the documents which the Contract Data states it is in,
- the Supply Requirements or
- an instruction given in accordance with this contract.

(9) Others are people or organisations who are not the *Purchaser*, the *Supply Manager*, the *Adjudicator* the *Supplier* or any employee, Subcontractor, or supplier of the *Supplier*.

(10) The Parties are the *Purchaser* and the *Supplier*.

(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 *price schedule* unless later changed in accordance with this contract.

(13) To Provide the Goods and Services means to do the work necessary to supply the *goods* and *services* in accordance with this contract and all incidental work, services and actions which this contract requires.

(14) The Risk Register is a register of the risks which are listed in the Contract Data and the risks which the *Supply Manager* or the *Supplier* has notified as an early warning matter. It includes a description of the risk and a description of the actions to be taken to avoid or reduce the risk.

(15) A Subcontractor is a person or organisation who has a contract with the *Supplier* to

- supply part of the *goods* and *services* or
- provide plant and materials which the person

or organisation has wholly or partly designed specifically for the *goods*.

(16) Supply Requirements is information which

- describes the *Purchaser's* requirements in connection with the supply of the *goods*,
- states the delivery place,
- describes the requirements for transport of the *goods*
- and describes other information to be provided by the *Supplier* in connection with the supply of the *goods*.

The *conditions of contract* are the core clauses and the clauses for Options

**X1: Price adjustment for inflation**

**X2 Changes in the law**

**X7: Delay damages**

**Z: Additional conditions of contract**

of the NEC3 Supply Contract (April 2013) <sup>1</sup>

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>
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	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
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10.1	The <i>Supply Manager</i> is (name):	<b>Hellen Mahakalla</b>
	Address	<b>Eskom Holdings SOC Ltd, Camden Power Station</b>
	Tel	<b>+27 17 827 8084</b>
	e-mail	<b>mahakah@eskom.co.za</b>

11.2(13)	The <i>goods</i> are	The supply and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for the period of 60 months.
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11.2(13)	The <i>services</i> are	<p>The supply and delivery of Chemicals, Diphoterine and glassware to Camden Power Station</p> <p>The supply and delivery of the Chemicals, Diphoterine and glassware.</p>
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<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).



11.2(14)	The following matters will be included in the Risk Register	n/a
11.2(15)	The Goods Information is in	<b>Part 3:</b> Scope of Work and all documents and drawings to which it makes reference to.
11.2(15)	The Supply Requirements as part of the Goods Information is in	The Service Information of the Supply and Delivery of specified Chemicals, Diphoterine and glassware Items Is the formal issuing of a Purchase Order from the Purchaser. The Purchasing text of the item issued with the Purchase order.
<b>12</b>	<b>Interpretation and the law</b>	
12.1		In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way around and words in the masculine also mean in the feminine and neuter.
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b> This contract is governed by the <i>law of the contract</i> .
12.3		No change to this contract, unless provided for by the <i>conditions of contract</i> , has effect unless it is having been agreed, confirmed in writing, and signed by the Parties.
12.4		This contract is the entire agreement between the Parties.
12.5		In these <i>conditions of contract</i> , each reference and clause relevant to Delivery and the Delivery Date applies to each Delivery and its Delivery Date.
<b>13</b>	<b>Communications</b>	
13.1	The <i>language of this contract</i> is	<b>English</b> Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded. Writing is in the <i>language of this contract</i> .
13.2		A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.
13.3	The <i>period for reply</i> is	<b>1 week</b> If this contract requires the <i>Supply Manager</i> or the <i>Supplier</i> to reply to a communication, unless otherwise stated in this contract, he replies within the <i>period for reply</i> .
13.4		The <i>Supply Manager</i> replies to a communication submitted or resubmitted to him by the <i>Supplier</i> for

	acceptance. If his reply is not acceptance, the <i>Supply Manager</i> states his reasons and the <i>Supplier</i> resubmits the communication within the <i>period for reply</i> taking account of these reasons. A reason for withholding acceptance is that more information is needed in order to assess the <i>Supplier's</i> submission fully
13.5	The <i>Supply Manager</i> may extend the <i>period for reply</i> to a communication if the <i>Supply Manager</i> and the <i>Supplier</i> agree to the extension before the reply is due. The <i>Supply Manager</i> notifies the <i>Supplier</i> of the extension which has been agreed.
<b>14</b>	<b>The <i>Supply Manager</i></b>
14.1	The <i>Supply Manager's</i> acceptance of a communication from the <i>Supplier</i> or of his work does not change the <i>Supplier's</i> responsibility to Provide the Goods and Services.
14.3	The <i>Supply Manager</i> may give an instruction to the <i>Supplier</i> which changes the Goods Information
14.4	The <i>Purchaser</i> may replace the <i>Supply Manager</i> after he has notified the <i>Supplier</i> of the name of the replacement.
<b>15</b>	<b>Disclosure</b>
15.1	The Parties and the <i>Supply Manager</i> do not disclose information obtained in connection with this contract except when necessary to carry out their duties under this contract.
<b>16</b>	<b>Early warning</b>
16.1	<p>The <i>Supplier</i> and the <i>Supply Manager</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could</p> <ul style="list-style-type: none"> <li>• increase the total of the Prices,</li> <li>• delay in Delivery,</li> <li>• impair the performance of the goods in use or</li> <li>• impair the usefulness of the services to the <i>Purchaser</i>.</li> </ul>
16.2	Either the <i>Supply Manager</i> or the <i>Supplier</i> may instruct the other to attend a risk reduction meeting. Each may instruct other people to attend if the other agrees.
16.3	<p>At a risk reduction meeting, those who attend co-operate in</p> <ul style="list-style-type: none"> <li>• making and considering proposals for how the effect of the registered risks can be avoided or reduced,</li> <li>• seeking solutions that will bring advantage to all those who will be affected,</li> </ul>

		<ul style="list-style-type: none"> <li>deciding on the actions which will be taken and who, in accordance with this contract, will take them and</li> </ul> <p>deciding which risks have now been avoided or have passed and can be removed from the Risk Register.</p>
16.4		The <i>Supply Manager</i> revises the Risk Register to record the decisions made at each risk reduction meeting and issues the revised Risk Register to the <i>Supplier</i> . If a decision needs a change to the Goods Information, the <i>Supply Manager</i> instructs the change at the same time as he issues the revised Risk Register.
<b>17</b>	<b>Ambiguities and inconsistencies</b>	
17.1	Replacement equipment and electrical components	<p><b>The Supplier shall not deliver items that do not correspond and match the original ordered material and equipment specifications. Any inconsistencies shall be provided to the Purchaser's Engineering department for approval. Wrongly delivered chemicals and materials shall be removed from the purchasers' premises, rejected and not compensated for to the Supplier.</b></p> <p>The <i>Supply Manager</i> or the <i>Supplier</i> notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Supply Manager</i> gives an instruction resolving the ambiguity or inconsistency.</p>
<b>18</b>	<b>Illegal and impossible requirements</b>	
18.1		The <i>Supplier</i> notifies the <i>Supply Manager</i> as soon as he considers that the Goods Information requires him to do anything which is illegal or impossible. If the <i>Supply Manager</i> agrees, he gives an instruction to change the Goods Information appropriately.
<b>19</b>	<b>Prevention</b>	
19.1		<p>If an event occurs during transport of the <i>goods</i> to the Delivery Place which</p> <ul style="list-style-type: none"> <li>stops Delivery or</li> <li>stops Delivery by the Delivery Date,</li> </ul> <p>and which</p> <ul style="list-style-type: none"> <li>neither Party could prevent and</li> <li>an experienced supplier would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it,</li> </ul> <p>the <i>Supply Manager</i> gives an instruction to the <i>Supplier</i> stating how he is to deal with the event.</p>
<b>2</b>	<b>The Supplier's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Supplier in Part 2</b>

**and terms in italics used in this section are identified elsewhere in this Contract Data.**

<b>20</b>	<b>Providing the Goods and Services</b>	
20.1		The <i>Supplier</i> Provides the Goods and Services in accordance with the Goods Information.
<b>21</b>	<b>The <i>Supplier's</i> design</b>	No data required The <i>Supplier</i> only Supply and Deliver
<b>22</b>	<b>Using the <i>Supplier's</i> design and services</b>	No data required The <i>Supplier</i> only Supply and Deliver
<b>23</b>	<b>Working with the <i>Purchaser</i> and Others</b>	
23.1		The <i>Supplier</i> co-operates with Others in obtaining and providing information which they need in connection with the <i>goods</i> and <i>services</i> .
23.2		The <i>Purchaser</i> and the <i>Supplier</i> provide services and other things in accordance with the Goods Information. Any cost incurred by the <i>Purchaser</i> as a result of the <i>Supplier</i> not providing the services and other things which he is to provide is assessed by the <i>Supply Manager</i> and paid by the <i>Supplier</i> .
<b>24</b>	<b>Subcontracting</b>	
24.1		If the <i>Supplier</i> subcontracts work, he is responsible for Providing the Goods and Services as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the <i>Supplier's</i> .
24.2		The <i>Supplier</i> submits the name of each proposed Subcontractor to the <i>Supply Manager</i> for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the <i>Supplier</i> to Provide the Goods and Services. The <i>Supplier</i> does not appoint a proposed Subcontractor until the <i>Supply Manager</i> has accepted him.
<b>25</b>	<b>Other responsibilities</b>	
25.1	Changes / upgrades to items and equipment	<b>The <i>Supplier</i> notifies the <i>Purchaser</i> of replacement equipment for approval.</b> The <i>Supplier</i> obtains approval of his design from Others where necessary.
25.2		The <i>Supplier</i> provides access to work being done for this contract for <ul style="list-style-type: none"> <li>• the <i>Supply Manager</i> and</li> <li>• Others notified to him by the <i>Supply Manager</i></li> </ul> subject to the restrictions stated in the Contract Data. The <i>Supplier</i> may not restrict the <i>Supply Manager's</i> right to watch any test done by the <i>Supplier</i> which is required by the Goods Information or the applicable law.

25.3		The <i>Supplier</i> obeys an instruction which is in accordance with this contract and is given to him by the <i>Supply Manager</i> .
25.4		The <i>Supplier</i> acts in accordance with the health and safety requirements stated in the Goods Information
25.5	<b>Delivery to Site</b>	<b>The Supplier arranges access with the Camden Stores Receiving department for delivery time schedules.</b> The <i>Supplier</i> obtains permission from Others where necessary before transporting the <i>goods</i> to the Delivery Place.
<b>3</b>	<b>Time</b>	
<b>30</b>	<b>Starting and Delivery</b>	
30.1	The <i>starting date</i> is.	The Start date of the Contract <b>(TBC)</b> The <i>Supplier</i> does not start work until the <i>starting date</i> and does the work so that Delivery is on or before the Delivery Date.
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.
<b>31</b>	<b>The programme</b>	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>3 weeks of the Contract Date.</b> If a programme is not identified in the Contract Data, the <i>Supplier</i> submits a first programme to the <i>Supply Manager</i> for acceptance within the period stated in the Contract Data.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>3 weeks.</b> The <i>Supplier</i> shows on each programme which he submits for acceptance <ul style="list-style-type: none"> <li>• the <i>starting date</i> and Delivery Date,</li> <li>• planned Delivery,</li> <li>• the dates when, in order to Provide the Goods and Services, the <i>Supplier</i> will need <ul style="list-style-type: none"> <li>• access to the <i>Purchaser's</i> premises,</li> <li>• acceptances and</li> <li>• plant and materials and other things to be provided by the <i>Purchaser</i>,</li> </ul> </li> <li>• the dates when the <i>Supplier</i> plans to conduct factory acceptance tests or inspections and other information which the Goods Information requires the <i>Supplier</i> to show on a programme.</li> </ul>
<b>33</b>	<b>Access</b>	

33.1		The <i>Purchaser</i> allows access to and use of his premises to the <i>Supplier</i> as necessary for the deliveries included in this contract.
<b>34</b>	<b>Instructions to stop or not to start work</b>	
34.1	Delivery of items	The <i>Supply Manager</i> may instruct the <i>Supplier</i> to stop or not to start any deliveries and may later instruct him to re-start or start it.
<b>35</b>	<b>Acceleration</b>	
35.1	Move a delivery date	The <i>Supply Manager</i> may instruct the <i>Supplier</i> to submit a quotation for an acceleration to achieve Delivery before the Delivery Date. A quotation for an acceleration comprises proposed changes to the Prices and the Delivery Date. The <i>Supplier</i> submits details of his assessment with each quotation.
35.2		The <i>Supplier</i> submits a quotation or gives his reasons for not doing so within the <i>period for reply</i> . When the <i>Supply Manager</i> accepts a quotation for an acceleration, he changes the Prices and the Delivery Date accordingly.
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>52 weeks after Delivery.</b>
43.2	The <i>defect correction period</i> is	defect correction period to be agreed between Purchaser and Supplier, depending on nature of the defects of Supplied materials and defects
42.2	The <i>defects access period</i> is	<b>N/A</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25<sup>th</sup> day of each successive month, as per Issued Task order.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>within 30 days of receipt of undisputed invoices.</b>
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</p>

		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	<b>Compensation events</b>	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	<b>Title</b>	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	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	1. N/A
84.1	The Supplier provides these insurances from the Insurance Table	The <i>Supplier</i> provides the insurances stated in the Insurance Table except any insurance which the <i>Purchaser</i> is to provide as stated in the Contract Data. The <i>Supplier</i> provides additional insurances as stated in the Contract Data.
88	<b>Limitation of liability</b>	
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	<b>Loss of or damage to the <i>goods</i></b> <b>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</b>
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	<b>R0.0 (zero Rand)</b> <b>(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</b> <b>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</b>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	N/A

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	<b>As per Task Order</b>
88.5	The <i>end of liability date</i> is	<b>52 weeks after Delivery of the whole of the goods and services.</b>

## 9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	The person selected from the Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him.
	Tel No.	To be appointed when disputes 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	[Johannesburg] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

## 10 Data for Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>																
X1.1	The <i>base date</i> for indices is	CPA- First 16 months fixed from base date. Thereafter subject to annual escalation using SEIFSA															
	The proportions used to calculate the Price Adjustment Factor are:	Tables as follows:															
		<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>30%</td><td>C3 Labour</td><td>SEIFSA</td></tr> <tr> <td>40%</td><td>UA Production Price Increase (PPI) Final Manufactured Goods</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td>L2 (A) Transport</td><td>SEIFSA</td></tr> <tr> <td>15%</td><td colspan="2">non-adjustable</td></tr> </table>	proportion	linked to index for	Index prepared by	30%	C3 Labour	SEIFSA	40%	UA Production Price Increase (PPI) Final Manufactured Goods	SEIFSA	15%	L2 (A) Transport	SEIFSA	15%	non-adjustable	
proportion	linked to index for	Index prepared by															
30%	C3 Labour	SEIFSA															
40%	UA Production Price Increase (PPI) Final Manufactured Goods	SEIFSA															
15%	L2 (A) Transport	SEIFSA															
15%	non-adjustable																
<b>X2</b>	<b>Changes in the law</b>																
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date															



<b>X7</b>	<b>Delay damages</b>
<b>X7.1</b>	<p>The <i>Supplier</i> pays delay damages (delivery) at the rate stated in the Contract Data from the Delivery Date for each day until the earlier of</p> <ul style="list-style-type: none"> <li>• Delivery</li> <li>• Delay damage is R 1000-00 per day</li> </ul>
<b>Z</b>	<p><b>The <i>additional conditions of contract</i> are</b></p> <p><b>Z1 to Z15 always apply for Eskom</b></p>

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty

days of the notification or as otherwise instructed by the *Supply Manager*.

- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

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

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

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

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

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and

- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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

## **Z9 Purchaser's limitation of liability**

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

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

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

**Z12 Ethics**

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

<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:****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.

**Z 13. 4 SDL&I consideration****(Refer to attached SDL& I Strategy)****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	<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>
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><b><u>Loss of or damage to property</u></b></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><b><u>Death of or bodily injury</u></b></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

## 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>
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<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	<b>B8</b>	Proof of delivery, transport document or

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

	equivalent electronic message		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

<b>1. The requirements for the supply are</b>	Supply and Deliver <b>Camden Power Station Electrical Spares as per the scope of work Doc No: 229-T2189</b>	
<b>2. The requirements for transport are</b>	As deemed fit by supplier	
<b>3. The delivery place is</b>	Camden Power Station, receiving stores building	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Camden
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier/Camden Security
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Pre-arrangement
<b>For international procurement</b>	Undertake export requirements	N/A
	Undertake import requirements	N/A
<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 – if applicable	
<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 goods are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

*[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

## **Annexure B: Insurance provided by the Purchaser**

*These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.*

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

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

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

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

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

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

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

### **All other insurance**

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

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



Supply and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for the

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

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

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

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## **Annexure C: The *Purchaser's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Purchaser's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
TBC	TBC	TBC

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management

## 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	
10.2	The <i>Supplier</i> is (Name): Address Tel No. Fax No. Email		
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	N/A	
11.2(11)	The tendered total of the Prices is(Excluding VAT)		
11.2(12)	The <i>price schedule</i> is in:	C2	
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	The period for reply is: 1 week		
30.2	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b><i>goods and services</i></b>  <b>The Supply and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for a period of 60 months</b>	<b><i>delivery date</i></b>  <b>As and when required bases</b>
31.1	The programme identified in the Contract Data is contained in:	N/A	
63.2	The percentage for overheads and profit added to the Defined Cost is		

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 [www.co.za](http://www.co.za)

31.1	The programme identified in the Contract Data is contained in:	N/A
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## PART 2: PRICING DATA

Document reference	Title: Supplier and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for a period of 60 months	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	6

## C2.1 Pricing assumptions

### The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, December 2009 (SC3) core clauses states:

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is
		the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i> , less amounts to be paid by or retained from the <i>Supplier</i> .
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

### Function of the Price Schedule

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

### Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before 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.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

### **Format of the *price schedule***

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

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

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

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

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

## C2.2 the *price schedule*

No	Description	Unit of measure	Qty	Rate (R)	Total amount
	<b>THE SUPPLY AND DELIVERY OF LAB CHEMICALS AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS AT CAMDEN POWER STATION</b>				
	<b><u>BILL OF QUANTITIES</u></b>				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<b><u>Rate approvals:</u></b>				
	The tenderer is advised that any rate that is supplied for work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	All rates tendered on and / or pricing in these bills of quantities to be in the South African Rands Currency (ZAR)				
	All individual amounts in these bills of quantities exclude Value Added Tax (VAT) VAT is to be calculated as a lump sum and added to the total of all values in the Final Summary under the item provided for VAT				
	<b><u>LABOUR INTENSIVE ITEMS</u></b>				
	The contractor shall comply with all requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)				
	<b><u>PRICING OF THIS BILLS OF QUANTITIES</u></b>				
	Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.				
	<b><u>TECHNICAL DOCUMENT</u></b>				
	The Contractor is referred to entire Technical Document for the details of the Scope. The Contractor is to study the details of this document prior to pricing this Bills of Quantities				

	<b><u>BILL NO. 01 - PRELIMINARIES AND GENERAL</u></b>				
1	Provision and Submission of Safety File	sum	1		
2	SAPS Vetting and /or Finger Print Check	years	5		
3	Medicals - Entry. Renewal and Exit	years	5		
4	Personal Protective Equipment (PPE)	years	5		
5	Transportation	years	5		
6	Contractual Compliance (During the 60 Months Contract Period)	years	5		
	<b><u>BILL NO. 02 - WATER TREATMENT PLANT CHEMICALS</u></b>				
1	SOLUTION:BUFFER;9 PH;TUBE 500 ML	EA	500		
2	SOLUTION:BUFFER;7 PH;TUBE 500 ML	EA	1 200		
3	CHEMICAL:AMMONIUM MOLYBDATE SALT;500 G	EA	30		
4	CHEMICAL:SODIUM HYDROXIDE (NAOH);PELLETS	KG	50		
5	CHEMICAL:BUFFER SOLUTION PH 4.00;LIQD;AR	EA	300		
6	CHEMICAL:EDTA SOLUTION;5 L	EA	15		
7	CHEMICAL:HYDROCHLORIC ACID 32%;LIQUID	ea	10		
8	CHEMICAL:OXALIC ACID ANHYDROUS;SOLID	EA	30		
9	CHEMICAL:SODIUMCARBONATE ANHYDROUS	EA	5		
10	CHEMICAL:DPD NO1;SOLID;PACKET;SATCHET;AR	EA	100		
11	CHEMICAL:DPD NO3;SOLID;PACKET;SATCHET;AR-pills for chlorine analysis	EA	100		
12	BOTTLE:SAMPLING BOTTLE;1000 ML;PLASTIC	EA	2 000		
13	CHEMICAL:ACETONE;LIQD;2.5 L;BOTTLE GLASS	ea	100		
14	CHEMICAL:ANOLYTE;LIQD;1.5 L;GLASS	EA	30		
15	CHEMICAL:BUFFER SOLUTION PH 10.00;LIQD	EA	300		
16	CHEMICAL:BUFFER SOLUTION PH 7.00;LIQD;AR	EA	500		
17	CHEMICAL:BUFFER SOLUTION PH 9.00;LIQD;AR	EA	100		
18	CHEMICAL:CALCIUM STANDARD AMPOULE;LIQD	EA	30		
19	CHEMICAL:COPPER STD SOLUTION 1000PPM;500	ea	30		
20	CHEMICAL:DIISOPROPYLAMINE;LIQD;2.5 L	ea	100		
21	CHEMICAL:DIPHOTERINE SOLUTION;GAS;5 L	EA	10		
22	CHEMICAL:DIPHOTERINE WALL MOUNT STATION	EA	10		
23	CHEMICAL:ETHANOL;LIQD;2.5 L	EA	30		
24	CHEMICAL:FERROUS AMMONIUM SULPHATE;SOLID	ea	20		
25	CHEMICAL:GLYCERIN;LIQD;100 ML;BOTTLE	EA	20		
26	CHEMICAL:HYDRANAL COULOMAT CG;LIQD;5 ML for karl fiser analysis-oil moisture analysis	EA	100		
27	CHEMICAL:HYDRANAL METHANOL RAPID;LIQD	EA	30		
28	CHEMICAL:HYDROCHLORIC ACID SUPRAPUR 30%	EA	40		

29	CHEMICAL:HYDROGEN PEROXIDE;2.5 L;H2O2	EA	5		
30	CHEMICAL:N-HEXANE;REFINED LIQUID;2.5 L	EA	50		
31	CHEMICAL:NITRIC ACID 0.1 NORMAL;VARIABLE	EA	10		
32	CHEMICAL:NITRIC ACID 65%;LIQD;2.5 L;AR	EA	30		
33	CHEMICAL:POTASSIUM CHLORIDE;POWDER;500 G	EA	10		
34	CHEMICAL:POTASSIUM DICHROMATE;SOLID;500	EA	2		
35	CHEMICAL:POTASSIUM HYDROGEN PHTHALATE;AR	EA	5		
36	CHEMICAL:POTASSIUM PERMANGANATE;SOLID;AR	EA	3		
37	CHEMICAL:POTASSIUM STD SOLUTION;LIQD;500	EA	10		
38	CHEMICAL:SILICA STANDARD SOLUTION;LIQD	EA	40		
39	CHEMICAL:SODIUM 1000 PPM;LIQD;500 ML;AR	EA	40		
40	CHEMICAL:SODIUM STANDARD AMPOULE;LIQD	EA	10		
41	CHEMICAL:SODIUM SULPHATE;SOLID;500 G;AR	EA	10		
42	CHEMICAL:SULPHATE SOLUTION;LIQD;500 ML,1000 PPM STANDARD	EA	6		
43	CHEMICAL:SULPHURIC ACID;REFINED LIQUID	EA	10		
44	CHEMICAL:TARTARIC ACID;500 G	EA	6		
45	CHEMICAL:TOLUENE;CLEAR SOLUTION;2.5 L	EA	100		
46	CHEMICAL:TRISODIUM PHOSPHATE;POWDER;25KG SALT	EA	40		
47	CHEMICAL:TWEEN 20;LIQD;500 ML;9005-64-5	EA	5		
48	CHEMICAL:WATER;REFINED LIQUIDE;AMPOULE	EA	40		
49	CHEMICAL:ZINC 1000 PPM;LIQD;500 ML;AR	EA	8		
50	CHEMICAL:ZINC STANDARD AMPOULE;LIQD;1000 PPM	EA	8		
51	FLASK VOLUMETRIC FLASK : GRADE A;100 ML VOLUME-glass	EA	100		
52	FLASK VOLUMETRIC FLASK:GRADE A;1000 ML-glass	EA	200		
53	FLASK VOLUMETRIC FLASK:GRADE A;5000 ML-glass	EA	30		
54	FLASK VOLUMETRIC FLASK:CONICAL FLASK;250 ML;PLASTIC	EA	100		
55	PIPETTE:A;2 ML;GLASS	EA	10		
56	PIPETTE:A;25 ML;GLASS	EA	10		
57	PIPETTE:DISCOVERY PRO-SINGLE;1 ML-PIPETTE: TYPE: DISCOVERY PRO-SINGLE; CAPACITY: 1 ML; MATERIAL: PLASTIC	EA	6		
58	SOAP:LIQD;5 L-SOAP: TYPE: EXTRAN PHOSPHATE FREE LABORATORY GLASSWARE SOAP; PHYSICAL FORM: LIQUID; SIZE: 5 L	EA	20		
59	SOLUTION:STANDARD;1413 US/CM-SOLUTION: CONCENTRATION: 1413 US/CM; CONTAINER: PLASTIC BOTTLE 500ML; KCL – 0,01 M @25 DEGREE CELCIUS	EA	60		
60	STANDARD ANLYTCL TST:CALCIUM;500 ML-STANDARD, ANALYTICAL TEST: MATERIAL: CALCIUM; WEIGHT: 500 ML; CONCENTRATION: TRACECERT, 1000 MG/L NA IN NITRIC ACID;	EA	6		
61	STANDARD ANLYTCL TST:IRON;500 ML-STANDARD, IRON; WEIGHT: 500 ML; STANDARD 1000MG/KG;	EA	6		
62	STANDARD ANLYTCL TST:SODIUM STD;500 ML-SODIUM STD; WEIGHT: 500 ML; 1000 PPM	EA	5		



63	CHEMICAL:SODIUM HYDROGEN CARBONATE;500 G-CHEMICAL; FORM: POWDER; CONTAINER CAPACITY: 500 G; CONTAINER: BOTTLE PLASTIC; COLOR: WHITE; GRADE: AR; SPECIFICATION: ISO 9001	EA	5		
64	CHEMICAL:NITRIC ACID 0.1 NORMAL;VARIABLE-NITRIC ACID 0.1 NORMAL; FORM: REFINED LIQUID; CONTAINER CAPACITY: VARIABLE; CONTAINER: AMPOULE; TRADE NAME: NITRIC ACID	EA	10		
65	CHEMICAL:MAGNESIUM STANDARD AMPOULE;LIQD	EA	10		
66	CHEMICAL:SODIUM BICARBONATE;SOLID;500 G	EA	6		
67	PIPETTE:50ML BULB PIPETTE CLASS A;50 ML	EA	10		
68	PIPETTE:100ML BULB PIPETTE CLASS A;100	EA	10		
69	BULB:PIPETTE 3ML;15 CM;PLASTIC	EA	5		
70	PIPETTE:A;5 ML;GLASS	EA	20		
71	CHEMICAL:PHOSPHATE TEST KIT;POWDER;BOX-PHOSPHATE TEST KIT; FORM: POWDER; CONTAINER CAPACITY: 420 TESTS; CONTAINER: BOX; TRADE NAME: PHOSPHATE TEST; COMPOSITION: SULPHURIC AND ASCORBIC ACID; COLOR: WHITE	EA	40		
72	CHEMICAL:AMMONIA SOLUTION ANALAR;2.5 L	EA	300		
73	CHEMICAL:CHLOROFORM;REFINED LIQUID;2.5 L	EA	30		
74	CHEMICAL:SULPHURIC ACID;REFINED LIQUID	EA	5		
75	CHEMICAL:HYDRANAL COULOMAT A FOR KaF;LIQD	EA	30		
76	FILTER:CELLULOSE NITRATE GRIDDED;47 MM-FILTER: TYPE: CELLULOSE NITRATE GRIDDED; DIMENSIONS: 47 MM; MATERIAL: PAPER; MICRON: 0.45; MEDIUM: FLITTER PAPER; YES STERILE, 300 PACK	EA	40		
77	KIT ANALYZG:PRE-PACKED REAGENT;AR-KIT, ANALYZING: TYPE: PRE- PACKED REAGENT; COMPRISING: HACH SILICA REAGENT; APPLICATION: HACH DR6000 1-100 MG/L; STANDARD: AR	EA	100		
78	KIT ANALYZG:SAMPLE CELL;ISO 9001- SAMPLE CELL; COMPRISING: POLYSTYRENE 25ML CELL WITH CAPS; APPLICATION: DETERMINATION OF SILICA; STANDARD: ISO 9001; CAT. 2410212, PK/12	EA	50		
79	KIT ANALYZG:HACH FERROVER, IRON REAGENT-HACH FERROVER, IRON REAGENT; COMPRISING: 100 SACHETS; APPLICATION: DETERMINATION OF IRON; SPECIFICATION: SAMPLE 10 ML; STANDARD: ISO 9001; PK/100 FOR DETERMINATION OF IRON - 2105769	EA	100		
80	STANDARD ANALYTCL TST:NITRATE AMPOULE-NITRATE AMPOULE; WEIGHT: 1000 ML	EA	10		

81	STANDARD ANALYTCL TST:1000 ML-COPPER 1000 PPM AMPOULE; WEIGHT: 1000 ML; ANALYSIS CERTIFICATES REQUIRED	EA	5		
82	STANDARD ANALYTCL TST:1000 ML-IRON 1000PPM AMPOULE; WEIGHT: 1000 ML	EA	5		
83	STANDARD ANALYTCL TST:1000 ML-NITRITE AMPOULE 1000PPM; WEIGHT: 1000 ML	EA	5		
84	STANDARD ANALYTCL TST:1000 ML-MAGNESSIUM 1000PPM SOLUTION; WEIGHT: 1000 ML	EA	5		
85	STANDARD ANALYTCL TST:1000 ML-MAGNESSIUM AMPOULE 1000PPM; WEIGHT: 1000 ML	EA	5		
86	STANDARD ANALYTCL TST:1000 ML-SILICA AMPOULE 1000PPM; WEIGHT: 1000 ML	EA	5		
87	STANDARD ANALYTCL TST:500 ML-NITRITE SOLUTION 1000PPM; WEIGHT: 500 M	EA	5		
88	STANDARD ANALYTCL TST:500 ML-PHOSPHATE SOLUTION 1000PPM; WEIGHT: 500 ML	EA	5		
89	STANDARD ANALYTCL TST:500 ML-CHLORIDE 1000PPM SOLUTION; WEIGHT: 500 ML; ANALYSIS CERTIFICATED TO BE ATTACHED	EA	5		
90	STANDARD ANALYTCL TST:1000 ML-PHOSPHATE AMPOULE 1000PPM; WEIGHT: 1000 ML	EA	5		
91	STANDARD ANALYTCL TST:1000 ML-FLORIDE SOLUTION 1000 PPM; WEIGHT: 1000 ML	EA	5		
92	STANDARD ANALYTCL TST:1000ml-SULPHATE AMPOULE 1000PPM; WEIGHT: 1000ml	EA	5		
93	CONTAINER CAPACITY: 100 ML; CONTAINER: PLASTIC; OEM P/N: DX057590; COMBINED SEVEN ANION STANDARD II	EA	8		
94	CHEMICAL:ALUMINIUM STANDARD AMPOULE;1L	EA	5		
95	CHEMICAL:ALUMINUM 1000 PPM;LIQD;250 ML	EA	5		
96	CHEMICAL:POTASSIUM STANDARD AMPOULE;LIQD	EA	5		
97	CHEMICAL:NITRIC ACID 65% SUPRAPUR;LIQD;1	EA	10		

## PART 3: SCOPE OF WORK

Scope:

Supply and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for a period of 60 months

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Purchaser's</i> Goods Information	4
	Appendix 1 Scope of Work (attachment)	15
	Total number of pages	

## C3.1: PURCHASER'S GOODS INFORMATION

### 1. Description of the Goods

- As per **C2.2** price schedule section above.

#### Detailed Scope

- ☐ Supply and deliver Camden Power Station Supplier and delivery of laboratory Chemicals, Diphoterine and glassware on basis of as and when required for a period of 60 months as per the scope of workDoc No: 229-T2569

#### Quality assurance and control

- Inspection of material delivered to be provided.
- Material certificates/operating manual to be supplied with the item pack.
- Storage procedure must be supplied.

### 2. Specifications

As per stock descriptions

### 3. Constraints (see clause 11.2 (5))

- Failure to meet all the requirements of the above specifications, shall result in rejection by the Purchaser.
- On date of delivery, Quality Control inspection shall be conducted by the Purchaser.

#### 3.1 Local Safety Procedures

The Supplier adheres to all local procedures in line with the scope of work. A list of local procedures is available from the Purchaser on request.

#### 3.2 Incidents / Accidents

- Incidents and accidents must be reported and to the *Purchaser* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Camden medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.

#### 3.3 Fire Prevention

- If the need arises, the supply shall request permission to used fire prevention and protection equipment provided on site.

#### 3.4 Protective Equipment and Clothing

- None

#### 3.5 Inspection of Equipment

- The *Supplier's* equipment is inspected by an authorised Eskom employee on arrival at the site for quality checks.

### 3.6 Environmental Policy and Waste Handling

The contract shall comply to the following procedures when the need arises:

- Camden Power Station environmental communication procedure Doc No: **004/4088**.
- Fire emergency equipment accessible and visible Doc No: **004-11432**
- Waste management procedure Doc No: **229- 12295**

### 3.7 Equipment or Material Access and Removal

- The *Supplier* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV28 form.
- If the equipment or material is to be removed the same day then the OV28 form will need to be produced at the gate when leaving the site.
- The *Supplier* is not allowed to remove any equipment or materials from site without producing the relevant OV28 forms or the equipment lists.

## 4. Health and Safety requirements (clause 17.1)

The *Supplier* ensures that he complies to the Occupational Health and Safety Act (Act 85 of 1993-Section 37 )

### The South African National Roads Agency Limited and National Roads Act

The *Supplier* will adhere to the South African National Roads Agency Limited and National Roads Act No. 7 of 1998 at all times.

### Transportation of passengers: open LDV's:

No *Eskom employee* or *Supplier* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Supplier* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

### Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and *Suppliers*.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, And/Or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.

- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

## 5. Standards applicable (clause 21.1)

SABS ISO9003: 1994, Quality systems – Model for quality assurance in final inspection and test.

## 6. Services and other things provided by the *Purchaser* (clause 31.2)

Off loading equipment is available on request.

## 7. Packing, transport and offloading

The *Supplier* shall transport the spares packed to ensure safe off-loading.

## 8. Test and inspections

The *Purchaser* reserves the right to carry out random checks in terms of any of the tests.

## 9. 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)

## 10. Insurance provided by the *Purchaser*

First read SC3 Core Clause 84.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

## 11. Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

## 12 Provision of bonds and guarantees

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

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

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

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

## List of drawings

### 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.