



## NEC3 Supply

# Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for The supply & delivery of Camden safety signs

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Documentation prepared by: Mxolisi Nkabinde

# C1 Agreements & Contract Data

## Article I. C1.1 Form of Offer and Acceptance

### Section 1.01 Offer

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

#### The supply and delivery of mandatory safety signs at Camden Power Station.

The tenderer, identified in the signature block below, has

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
In Words:	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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

### Section 1.02 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Purchaser**

**ESKOM HOLDINGS SOC LTD,  
Camden Power Station, Private Bag X1002,  
NUCAM, 2355**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**Note:** If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Section 1.03 Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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.

**(i) For the tenderer:**

**(ii) For the Purchaser**

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

**Eskom Holdings SOC LTD., Camden  
Power Station**

*(Insert name and address of organisation)*

## C1.2 SC3 Contract Data

### Article II. Part one - Data provided by the *Purchaser*

Clause	Section 2.01 Statement	Section 2.02 Data
1	<b>Section 2.03 General</b>	<b>Section 2.04</b>
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law
		X7: Delay damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) <sup>1</sup>	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	Mxolisi Nkabinde
	Address	Camden Power Station
	Tel	017 827 8343
	Fax	086 665 9241
	e-mail	<a href="mailto:nkabinmd@eskom.co.za">nkabinmd@eskom.co.za</a>
11.2(13)	The <i>goods</i> are	Supply and deliver mandatory safety signs
11.2(14)	The following matters will be included in the Risk Register	No risks are identified at this stage, however, risk identification will be on going throughout the contract period.
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data

<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).

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 week	
Section 2	<b>Section 2.06 The Supplier's main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
Section 2	<b>Section 2.08 Time</b>	<b>Section 2.09</b>	
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods and 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.	Unless requested by the Supplier Manager	
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	1 week	
Section 2	<b>Section 2.11 Testing and defects</b>	<b>Section 2.12</b>	
42	The <i>defects date</i> is	52 weeks after Delivery	
43.2	The <i>defect correction period</i> is	1 week or as agreed between the parties, in the event that it is not possible to remedy the defect within the specified period	
42.2	The <i>defects access period</i> is	2 days	
Section 2	<b>Section 2.14 Payment</b>	<b>Section 2.15</b>	
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	<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</p>	

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 *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

Section 2	<b>Section 2.17 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.
Section 2	<b>Section 2.19 Title</b>	<b>Section 2.20</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.
Section 2	<b>Section 2.22 Risks, liabilities, indemnities, and insurance</b>	<b>Section 2.23</b>
80.1	These are additional <i>Purchaser's</i> risks	1. 2. 3.
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>R0.00</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	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and  (2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	<b>The total contract value amount.</b>
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>The total contract value amount.</b>
88.5	The <i>end of liability date</i> is	<b>1 year after Delivery of the whole of the goods</b>
Section 2	<b>Section 2.25 Termination and dispute resolution</b>	

94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	TBC	
	Tel No.	TBC	
	Fax No.	TBC	
	e-mail	TBC	
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	The Republic South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is		
Section 2.27 Data for Option 0		Section 2.28	
X2	Changes in the law		
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of Amount per day	amount per day
		The delay damages shall not exceed 10% of the delay per Task Order.	
		In the event where the delay damages exceed 10%, parties will negotiate suitable remedies on the merit of each Task Order.	



<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z15 always apply for Eskom</b>

## **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 *Supplier* shall be entitled to a reasonable opportunity to remedy the B-BBEE status first, failing which 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.
- Z4.6 The provisions of this clause shall apply mutatis mutandis to both parties.

**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**

- 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,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

## 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 goods, plant and materials and equipment) and liability for bodily injury to or death of	<u><b>Loss of or damage to property</b></u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.  The <i>Purchaser's</i> policy deductible as at

a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract	<p>Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><b>Death of or bodily injury</b> 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 Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13.3 Indemnity**

The Supplier's indemnity shall be limited to claims, proceedings, compensation and costs due to an event in respect of:

- Death of or injury to a third party caused by the Supplier's negligence,
- Loss of or damage to third party property caused by the Supplier's negligence;
- Intellectual property infringement;
- Breach of law by the Supplier;

- e) Exercise of lien over the plant and materials or works;
- f) Non-payment of tax by the Supplier; and
- g) Gross negligence of the Supplier.

## **Z14 Nuclear Liability**

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

## **Z15 Asbestos**

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

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

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

**Standard** means the *Purchaser's* 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.

## **Z16 Warranty**

Is accepted on the provision that the normal warranty period for latent defects will still apply. The *Supplier's* warranty for *defects* in terms of Section 4 (Defects) of the Core Clauses shall not cover:

- a) The *Goods* or *Services* have been subjected to abnormal unspecified conditions;
- b) The *Goods* or *Services* have not been stored, used, operated, installed or maintained in accordance with the *Contractor's* instructions or specifications;
- c) The *Goods* or *Services* have been affected by corrosion, erosion or normal wear and tear;
- d) Accessories or spare parts used in connection with the *Goods* or *Services* have not been manufactured or approved by the *Supplier*;
- e) Unauthorised repairs or alterations have been made to the *Goods* or *Services*;
- f) The *Purchaser* fails to give written notice of the claim to the *Supplier* within 30 (thirty) days of the claim arising.

## Annexure A: Supply Requirements

### Section 2.29 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:

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

[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

#### Section 2.30

#### Section 2.31

#### Section 2.32

#### Section 2.33

#### Section 2.34 The Supply Requirements for this contract are as follows:

<b>1. The requirements for the supply are</b>	The <i>Supplier</i> manufactures, tests and stores the <i>goods</i> until the timing of the delivery of each batch as indicated in this contract	
<b>2. The requirements for transport are</b>	The <i>Supplier</i> transports the <i>goods</i> and the mode of transport is as per the transport used under the National Contract.	
<b>3. The delivery place is</b>	Camden Power Station	
<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	Supplier and Supply Manager
	Contracting for transport	Supplier
	Pay costs of transport	Included in contract amount
	Arrange access to delivery place	Supply Manager
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
<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	
<b>For international procurement</b>	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	

	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

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## Section 2.35 Data provided by the *Supplier* (the *Supplier's Offer*)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No. E-mail address	
11.2(7)	The Price Schedule is in	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>See C1.1 Form of Offer and Acceptance</b>
63.2	The percentage for overheads and profit added to the Defined Cost is	%

<sup>3</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902.

## C2 Pricing Data

### Article III. C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

## Article IV. C2.2 Price Schedule

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

[illegible]

## C3: Scope of Work

### Article V. C3.1 Goods Information

#### Article VI. Introduction

The regulations requires the employer to ensure that safety signs are provided and maintained in a circumstances where there is a significant risk to health and safety that has not been removed or controlled by any other methods.

#### Article VII. Supporting Clauses

##### Section 7.01 Scope

###### (a) Purpose

The purpose of the safety signage's in the Power Station Environment is to identify and warn workers who may be exposed to hazards in the workplace. They can also assist in the communication of important instructions, reinforce safety messages and provide instructions for emergency situations.

###### (b) Applicability

The document applies to all OHS, Maintenance department as well as all the employees at Eskom Camden Power Station Generation division.

###### (c) Effective date

The document is effective from date it is authorised.

###### (d) Normative References

[1] SANS 1186

###### (e) Informative Reference

[1] OHS Act

[2] Generation Safety Measures against the Thermal Hazard of an Electrical Arc for Metal enclosed Switchgear (up to 15KV) Standard. Doc No: 240-56179027.

[3] Camden Power Station Arc Flash Procedure: 240-143167682

##### Section 7.02 Definition

##### Section 7.03 Abbreviations

Abbreviation	Explanation
OHS Act	Occupational Health and Safety Act
SANS	South African National Standard
AFP	Arc flash Protection

Abbreviation	Explanation
Cal/cm <sup>2</sup>	Calorific per centimetre squared.

## Section 7.04 Roles and Responsibilities

### (a) Contracts Manager

- The contract's manager shall ensure that the Technical Evaluation score sheet is supplied to the tender evaluation committee.
- The contract's manager shall verify that the service provider/partner executes this scope of work accordingly.

### 2.4.2 Supplier

- Will be given and order of specific signs that is needed at Camden PowerStation.
- Signs will be according to Sabs standard.
- Specific signs will also be made on the Clients request.

### 2.4.3 Camden Safety Department and Fire Department

- Identify all signs that is needed.
- Create a task order for the supplier to supply them.
- Check Signs against order and verify if signs is done accordingly
- Once the signs are received on site – an assessment must be conducted.
- A service entry must be created for the supplier to be paid on the last day of that month.

## Section 7.05 Process for Monitoring

- The service provider will do the supply and delivery on safety signs in accordance with section 3; and submit and service report to the contract's manager.
- The contract's manager will conduct a monthly assessment to monitor work progress.

## Section 7.06 Related/Supporting Documents

Not Applicable

## Article VIII. SCOPE OF WORK

### Section 8.01 Supply of Fire Fighting signs with night reflection fixture (hard background plastic material)

- Dimension: 290 X 290MM **Fire Alarm x300**
- Dimension: 290 X 290MM **Fire Blanket x300**
- Dimension: 290 X 290MM **Fire Equipment Location x300**
- Dimension: 290x 290MM **Fire Extinguishers**
- Dimension: 290 X 290MM **Fire Hazards**
- Dimension: 290 X 290MM **Fire Hose**
- Dimension: 290 X 290MM **Fire Pump Connection**
- Dimension: 290 X 290MM **Fire System Chain**
- Dimension: 290 X 290MM **Fire Extinguisher Red Arrow Down**
- Dimension 290 X 290MM **Sprinkler System Stop Valve**

- Dimension: 400 X 300MM **Emergency Vehicle**
- Dimension: 450 X 600MM **Fire Station Area**

### **Section 8.02 Supply of General Information signs with night reflection fixture (hard background plastic material)**

- Dimension: 190 X 190MM **Eye Wash**
- Dimension: 190 X 190MM **Green Arrow**
- Dimension: 190 X 190MM **Running Left Sign**
- Dimension: 190 X 190MM **Running Right**
- Dimension: 190 X 190MM **Safety Shower**
- Dimension: 200 X 300MM **Emergency Breathing apparatus**
- Dimension: 200 X 300MM **First Aid Equipment**
- Dimension: 290 X 290MM **Ablution Facility for Males**
- Dimension: 290 X 290MM **Ablution Facility for Females**
- Dimension: 290 X 290MM **Designated Smoking Area**
- Dimension: 290 X 290MM **Emergency Telephone**
- Dimension: 290 X 290MM **Disabled (Wheelchair)**
- Dimension: 290 X 290MM **Keep the Area Clean**
- Dimension: 450 X 600MM **Assembly Point**
- Dimension: 300 X 200MM **Evacuation Chair**

### **Section 8.03 Supply of Safety Mandatory signs with night reflection fixture (hard background plastic material)**

- Dimension: 190 X 190MM **Dust Mask**
- Dimension: 190 X 190MM **Hearing Protection**
- Dimension: 190 X 190MM **Hair Net**
- Dimension: 290 X 290MM **Apron**
- Dimension: 290 X 290MM **Eye Protection**
- Dimension: 290 X 290MM **Hand Protection**
- Dimension: 290 X 290MM **Hard Hat**
- Dimension: 290 X 290MM **Gum Boots**
- Dimension: 290 X 290MM **Respiratory protection**
- Dimension: 290 X 290MM **Safety Harness**
- Dimension: 290 X 290MM **Safety Shoes**

### **Section 8.04 Supply Following Prohibitory signs with night reflection fixture (hard background plastic material)**

- Dimension: 190 X 190MM **No Cell Phone**
- Dimension: 190 X 190MM **No Entry**
- Dimension: 190 X 190MM **No Naked/Open Flames**
- Dimension: 190 X 190MM **Not Smoking Area**



- Dimension: 190 X 190MM **Smoking Prohibited**
- Dimension: 290 X 290MM **Ash Dam No Entry**
- Dimension: 290 X 290MM **No Compressed Air**

#### **Section 8.05 Supply of Warning signs with night reflection fixture (hard background plastic material)**

- Dimension : 190 X 190MM **Asbestos**
- Dimension: 190 X 190MM **Danger Life Electricity**
- Dimension: 290 X 290MM **Chlorine Gas**
- Dimension: 290 X 290MM **High Voltage Warning**
- Dimension: 290 X 290MM **Keep the Cylinder Chained**
- Dimension: 290 X 290MM **Hot Work in Progress**
- Dimension: 290 X 290MM **Confined Space**

#### **Section 8.06 Supply of Road Traffic signs with night reflection fixture (hard background plastic material)**

- Dimension: 600MM **30km p/h Road Speed**
- Dimension: 600MM **40km p/h Road Speed**
- Dimension: 600MM **60km p/h Road Speed**
- Dimension: 600MM **Curve Ahead**
- Dimension: 600MM **Max Height**
- Dimension: 600MM **No Parking**
- Dimension: 600MM **No Stopping**
- Dimension: 600MM **Parking Area**
- Dimension: 600MM **Pedestrian crossing**
- Dimension: 600MM **Prohibition Sign**
- Dimension: 600MM **Speed Limit**
- Dimension: 600MM **Stop signs**
- Dimension: 600X600MM **Yield Signs**
- Dimension: 820 X 410MM **Chevron Fire back Plate**
- Dimension: 600 X 150MM **Danger Plate sign to the Left**
- Dimension: 600 X 150MM **Danger Plate Sign to the Right**
- Dimension: 400 X 2400MM **Yellow Chevron**
- Dimension: 440 X 440MM **Sharp Curve Chevron sign**
- Dimension: 440 X 440MM **Disable Parking**
- Dimension: 200 X 600MM **Reverse Parking Only**

#### **Section 8.07 Supply of Cylinders signs with night reflection fixture (hard background plastic material)**

- Dimension: 290 X 290MM **High CO2 Level**
- Dimension: 290 X 290MM **Danger confined Space, Entry By Permit only**

- Dimension: 290 x290MM **Danger Rotating Machine Warning**
- Dimension: 290 X 290MM **Argon Full**
- Dimension: 290 X 290MM **Argon Empty**
- Dimension: 290 X 290MM **Nitrogen Full**
- Dimension: 290 X 290MM **Nitrogen Empty**
- Dimension: 290 X 290MM **Oxygen Full**
- Dimension: 290 X 290MM **Oxygen Empty**
- Dimension: 290 X 290MM **Acetylene Full**
- Dimension: 290 X 290MM **Acetylene Empty**
- Dimension: 290 X 290MM **CO2 Full**
- Dimension: 290 X 290MM **CO2 Empty**
- Dimension: 290 X 290MM **Propane Gas Full**
- Dimension: 290 X 290MM **Propane Gas Empty**
- Dimension: 290 X 290MM **Hydrogen Full**
- Dimension: 290 X 290MM **Hydrogen Empty**
- Dimension: 290 X 290MM **Hazardous Waste**
- Dimension: 600X300MM **Radiation Notification (SAMPLE WILL BE PROVIDED**

### **3.8 Supply of Arc Flash Hazards warning Stickers Designs with night reflection fixture (hard background plastic material)**

- Dimension: 20.5cm x 14.6cm -x 400 Stickers
  - Dimension: 20.5cm x 14.6cm -x 400 Stickers
- NB: See the picture attached on annexure A (C1)**

### **3.9 11 Point Plan Sticker with night reflection fixture (hard background plastic material)**

- Dimension: 20.5cm x 25.5cm –x500 Stickers
- NB: See the picture attached on annexure A (C2)**

### **4.0 Electrical Arc Flash Protection poster Category 2 - 40 Cal/cm<sup>2</sup> with night reflection fixture (hard background plastic material)**

- Dimension: 29.5cm x 42cm - 300 Stickers : **Category 2- 8 Cal/cm<sup>2</sup>**
  - Dimension: 29.5cm x 42cm - 300 Stickers : **Category 2a- 8 Cal/cm<sup>2</sup>**
  - Dimension: 29.5cm x 42cm - 300 Stickers : **Category 4- 40 Cal/cm<sup>2</sup>**
- NB: See the pictures attached on annexure A (C3, C4 and C5)**

#### 4.1 11 Point Plan – All in one poster with night reflection fixture (hard background plastic material)

- Dimension: 82cm x 110cm –x 150 Stickers

**NB: See the picture attached on annexure A (C6)**

#### 4.2 Unauthorised Entrance Prohibited warning signs

- 100.6cm x 50.3cm – Chromadek Material- x 300

**NB: See the picture attached on annexure A (C7)**

#### 4.3 Incomer supply stickers (Red background with white capital letters)

- 25cm x 25cm – Chromadek Material- x 100

#### 4.3 Arc Flash Protection Labels, Chromadek material with night reflection fixture.

- 9cm x 15cm – Chromadek Material- x 300

**NB: See the picture attached on annexure A (C8).**

**Detailed technical information will be provided separately**

#### Article IX. Plant areas to be executed in the Scope

- All the Signs installed at Camden, unit 1 to 8 and Offices and on the outside plants.
- EMD will install all the Electrical 11 point plan related stickers and posters at Camden Power Station.

#### Article X. Attachments

- Arc Flash Designs Presentation: Annexure A.

## 2. Specifications

See above SOW.

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
<b><u>Technical specifications:</u></b>		

#### 3.2 Use of standard forms

All communication to be confirmed in writing  
Standard SAP Purchase Orders will be used to place orders  
Standard NEC SSC3 forms to be used

### **Section 10.01 3.3 Invoicing and payment**

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

---

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is 4740101508;
- The total of
  - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed;
  - Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

### **3.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the Purchaser may require the Supplier to keep records of amounts paid by him for people employed by the Supplier, plant and materials, work subcontracted by the Supplier and equipment. [See clause 11.2(2) and 63.2].

## **4. Requirements for the programme**

A programme is required and is to be in the form of MS Projects. The programme must show the delivery batch dates of each batch and must be updated every week on a Monday.

## **5. Services and other things provided by the *Purchaser***

The Purchaser will make provision for the off loading of the cages.

## **6. Supply requirements**

In connection with the supply of the goods including the requirements for transport, the mode of transport and the loading of the goods this will be for the Supplier.

The exact location of the delivery place within Camden Power Station will be made available to the Supplier, the hours of access to the delivery place are between 08:00 – 14:00pm on a Monday to a Thursday and between 08:00 – 10:00am on a Friday.

The Supplier must provide the Purchaser with a 48 hour notice period when the batch orders are to be delivered for proper off-loading arrangements to be made.

# Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number [•]  
Batch Order No. [•] Date  
To: [•].....  
..... (Supplier)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

The start date is	<input type="text"/>
The <i>delivery date</i> is	<input type="text"/>
Signed:	Name (in print)
(for <i>Purchaser</i> )	

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