



NEC3 Supply Contract (SC3)

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

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

for The supply and delivery Carpentry and Joinery
spares to Kriel Power Station on an “as and when”
required basis for a period of three years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The supply and delivery Carpentry and Joinery spares to Kriel Power Station on an "as and when" required basis for a period of three years.

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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.

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.

A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

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

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

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

For the tenderer:**For the Purchaser**

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	Primary options A: Priced contract with Bill of quantities W1: Dispute resolution procedure Secondary options X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	The supply and delivery Carpentry and Joinery spares to Kriel Power Station on an "as and when" required basis for a period of three years.
11.2(13)	The <i>services</i> are	Not applicable
11.2(14)	The following matters will be included in	

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

	the Risk Register	None		
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.		
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	5 days		
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
30.1	The <i>starting date</i> is.			
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<i>goods and services</i>	<i>delivery date</i>	
		1	As per each task order	Reference task order
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.	Early deliveries are encouraged and acceptable to purchaser		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.		
4	Testing and defects			
42	The <i>defects date</i> is	52 weeks after Delivery and 26 weeks after installation whichever comes first.		
43.2	The <i>defect correction period</i> is	2 weeks		
	except that the <i>defect correction period</i> for	After delivery is 2 weeks		
42.2	The <i>defects access period</i> is	Not applicable		
	except that the <i>defect access period</i> for			
	and the <i>defect access period</i> for			
5	Payment			
50.1	The <i>assessment interval</i> is	On receipt of invoice or 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	Up to 4 weeks after assessment.		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest		

(calculated on a 365 days year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	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	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R[●] [This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]
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	R[●] [This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]
88.5	The <i>end of liability date</i> is	[●] years after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[●]
	Tel No.	[●]
	Fax No.	[●]
	e-mail	[●]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	Annexure E = CPA formulas
X2	Changes in the law	

X2.1	A change in the law of	Considered 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
		Delay damages are 0.25% of the order value per day to a maximum of 14%, if the delivery is outside the contractually agreed lead times.	
Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided

for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

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

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

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

INSURANCE TABLE A

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

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

87

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

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z14 Nuclear Liability

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

Z15 Asbestos

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

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

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

Standard means the *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, normalized 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 affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

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

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

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

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

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

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

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

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

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

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

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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

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

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ol style="list-style-type: none"> 1. the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, 2. 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, 3. plus other amounts to be paid to the <i>Supplier</i>, 4. less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;

Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across

other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

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

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Item no.	Description	Unit	Quantity	Rate	Price
100	CARPENTRY AND JOINERY SUPPLY				
101	50 X 76 mm Wrought Sa Pine Purlin, 6m Long	EA	100		
102	114 X38 mm Wrought Sa Pine Beams, 6m Long	EA	100		
103	305 X 19mm Chip Timber Board Shelving, 3,6m Long	EA	30		
104	Wood Glue 1 Litre	LITRE	90		
105	Genchem 5 Litre	LITRE	30		
106	1" Panel Pins	KG	50		
107	1.5" Panel Pins	KG	50		
108	2" Panel Pins	KG	50		
109	2" Nails	KG	50		
110	3" Nails	KG	50		
111	4" Nails	KG	100		
112	5" Nails	KG	100		
113	Cloud Nails	KG	50		
114	3 mm X 20 mm Wood Screws (Packet of 100)	EA	1500		
115	3 mm X 25 mm Wood Screws (Packet of 100)	EA	1500		
116	3 mm X 30 mm Wood Screws (Packet of 100)	EA	1500		
117	3 mm X 35 mm Wood Screws (Packet of 100)	EA	1500		
118	3 mm X 40 mm Wood Screws (Packet of 100)	EA	1500		
119	3 mm X 45 mm Wood Screws (Packet of 100)	EA	1500		
120	3 mm X 50 mm Wood Screws (Packet	EA	1500		

	of 100)				
121	3 mm X 10 mm Wood Screws (Packet of 100)	EA	1500		
122	4.8mm X12 Long Pop Rivets	KG	1500		
123	4.8mm X20mm Long Pop Rivets	KG	50		
124	75mm Roof Nails	KG	300		
125	120mm Roof Nails	KG	300		
126	20mm Drywall Screws	EA	3000		
127	25mm Drywall Screws	EA	3000		
128	32mm Drywall Screws	EA	3000		
129	41mm Drywall Screws	EA	3000		
130	45mm Drywall Screws	EA	3000		
131	50mm Drywall Screws	EA	3000		
132	75mm Drywall Screws	EA	3000		
133	Easy Drives 6 mm X 40 mm	EA	1000		
134	Easy Drives 8 mm X 40 mm	EA	1000		
135	Easy Drives 6 mm X 80 mm	EA	1000		
136	Easy Drives 8 mm X 80 mm	EA	1000		
137	Assorted Self-Tappers	EA	60		
138	6mm Fisher Plugs	EA	1500		
139	8mm Fisher Plugs	EA	1500		
140	10mm Fisher Plugs	EA	1500		
141	40 X 813 X 2032 mm High Masonite Door Hard Board Finish Prepared for Varnish	EA	90		
142	Gutter Brackets, 100 X 75 mm	EA	100		
143	Door scoffer plainer	Ea.	5		
144	Supply and install 4m x 600mm x 900mm bottom cabinet with standard door sizes and 1xset of 4 x chest of drawers.	No	20		
145	Supply and install 4m x 300mm x 700mm top cabinets with standard door sizes and handles	No	20		
145	Supply and install 5m x 600mm x 900mm bottom cabinet with standard	No	20		

	door sizes and 1xset of 4xchest of drawers.				
146	Supply and install kitchen sink (single)	Ea.	20		
147	Supply plain white 3,9m x 300mm PVC ceiling (per box of 10)	Ea.	50		
148	Supply plain white 6m x 300mm PVC ceiling (per box of 10)	Ea.	50		
149	Supply ceiling boards -1200 x 3600mm	Ea.	100		

The total of the Prices

PART 3: SCOPE OF WORK

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	This cover page	1
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C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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CONTRACT TITLE: THE SUPPLY AND DELIVERY CARPENTRY AND JOINERY SPARES TO KRIEL POWER STATION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

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Overview and purpose of the *goods and services*

The goods information is for the supply and delivery of carpentry and joinery spares to Kriel Power Station on an "as and when" required basis for a period of three years. The Supplier will receive a purchase order notification of the required goods, on which he/she shall submit a delivery schedule or plan within one week of receiving notification. The supplier shall supply goods according to required specifications and quantities within the agreed timelines.

As a tender evaluation criterion, the tenderer to reflect the standard availability in the market by indicating the delivery lead time of the different items. The tenderer to provide this information based on their resources and practicality for delivery as this will form part of the contract agreement when successful.

Specification and description of the *goods*

The required goods are as detailed in the pricelist and shall comply with applicable SANS specifications provided. The supplier is expected to submit an interim plan/programme within 3 days of purchase order received and deliver goods within 7-14 working days. The supplier where unclear with the colours, is expected to request Supply manager for samples and non-compliant products will be rejected.

Purchaser's design

Not applicable.

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

Not applicable.

Other requirements of the *Supplier's design*

Not applicable.

Use of *Supplier's design*

Not applicable.

Manufacture & fabrication

As per specifications below

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
32-727: Safety, Health, Environmental and Quality Policy.		
RSR0001: Safety, Health and Environment Requirements For Contractors At Kriel P/S		
ESP 32-345: Vehicle Safety Specifications		
QM-58: Supplier Contract Quality Requirements Specification		
<u>Technical specifications:</u>		
<u>SANS 540-1: Fibreboard products Part 1: Uncoated fibreboard fibreboards, hardboards, insulating boards, wood-based sheet materials, wood products</u>		x
<u>SANS 540-2: Fibreboard products Part 2: Coated fibreboard coated materials, coatings, fibreboards, hardboards, wood-based sheet materials, wood products.</u>		x

<u>SANS 545: Wooden doors construction systems parts, designations, dimensions, doors, finishes, marking, packaging, performance testing, specifications, wood products</u>		X
<u>SANS 678: Primers for wood absorption, brushing (coating), consistency (mechanical property), drying, exterior, flexibility, hiding power, internal, paints, physical testing, primers (paint), specifications, turpentine, water-resistance tests, wood primers</u>		X
<u>SANS 1039: Wooden ceiling and panelling boards, ceilings, colour, colour codes, defect counting, defects, dimensions, finishes, hardwoods, identification methods, marking, moisture, moisture measurement, packaging, panels, profile, sampling methods, softwoods, specifications, tolerances (measurement), water content determination, wood products</u>		X
<u>SANS 1099: Hardwood furniture timber colour codes, defect counting, defects, density, dimensional tolerances, dimensions, finishes, furniture, grading (quality), hardness, hardwoods, humidity, maps, marking, moisture, packaging, physical properties of materials, sampling methods, specifications, timber, tolerances (measurement), water content determination, wood</u>		X
<u>SANS 1171: Metal screws for wood aluminium alloys, colour codes, copper alloys, countersunk fasteners, cruciform-head fasteners, dimensions, external-thread fasteners, fasteners, finishes, gauges, hexagonal-head fasteners, marking, packaging, raised-head fasteners, recessed-head fasteners, round-head fasteners, screws (bolts), slotted-head fasteners, steels, threads, wood screws</u>		X
<u>SANS 1385 Kitchen cupboards: Built-in and free-standing composite boards, cupboards, dimensions, furniture, kitchen furniture, marking, performance, performance testing, standards, steels, storage furniture, timber, wood</u>		X
<u>SANS 1285 Woodworking saws for hand use cross-cut saws, dimensions, finishes, hand-saws, hand tools, hardness testing, marking, packaging, rip saws, specifications, steels, tenon saws, woodworking</u>		X
<u>SANS 1783-1 Sawn softwood timber Part 1 till Part 5-2: General requirements density, moisture content, moisture gradient, proof-graded timber, sawn softwood timber, softwoods, structural timber, visually graded timber</u>		X
<u>SANS 5817 Timber-based board products - Squareness boards, dimensional measurement, dimensions, squareness measurement, wood, wood-based sheet materials, wood products</u>		X
<u>SANS 5967 Retention of preservative in timber (volume method) preservatives, retention, volume, wood, wood preservatives</u>		X
<u>SANS 5969 Flatness of wooden board products boards, composite boards, doors, flatness (surface), flatness measurement, particle boards, plywood, wood, wood-based sheet materials, wooden doors, wood products</u>		X

Factory acceptance testing (FAT)

CONTRACT TITLE: THE SUPPLY AND DELIVERY CARPENTRY AND JOINERY SPARES TO KRIEL POWER STATION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

Tests and inspections will be adhered to on goods as agreed upon with *Purchaser* or receipt of task order and QCP.

Other tests and inspections and commissioning in place of use

Not applicable.

Operating manuals and maintenance schedules

Operating manuals and maintenance schedules before delivery of the whole of the *goods* will be requested as and when required on items that according to purchaser its necessary.

Supply Requirements

As per scope of work and specifications provided therein.

Specification of the *services* to be provided

Not applicable.

Constraints on how the *Supplier* Provides the Goods

Programming constraints

Not applicable.

Constraints at the delivery place

The *Supplier* is to provide the *goods* and *services* both at the delivery place using a roadworthy vehicle and compliance to road traffic rules on and offsite. The supplier complies with delivery timelines as stated in 6.0 of this document.

Speed limit

All vehicles are driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour and 15 kilometres per hour within the Units is adhered to on the premises at all times.

Medical Facilities

- The Contractor provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities are available.
- Outside the Employer's office hours, the Employer's First Aid Services are only available for serious injuries and life-threatening situations.
- The Employer is entitled, however, to recover the costs incurred, in the use of the above Employer's facilities, from the Contractor.

Environmental constraints and management

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance.

Quality

The Contractor shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) that was made available on the Eskom Tender Bulletin at the time of invitation to tender. Ensure that a copy is to be kept in possession or on premises.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the Contractor acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

The Suppliers submits the quality organogram for his/her company and quality control plan. The plant should put in details of how he/she is going to ensure that quality products are delivered as per the scope. ISO 9001:2015 shall be followed and adopted in ensuring that quality goods are rendered.

Work to be done by the Delivery Date

Delivery notes must accompany the delivery.

Marking the goods

The goods are to be clearly marked of what they are so that they can be separately packed upon arrival onsite. Goods are to be packed correctly such that damage during transportation to site is eliminated for fragile items. The supplier shall ensure that goods are supplied properly packed using pallets, boxes and plastic wrapped where applicable for proper care to prevent damage.

Constraints at the delivery place and place of use

Constraints on how the Supplier is to provide the goods and services both at the delivery place are use of roadworthy vehicle and compliance to road traffic rules on and offsite. The supplier complies with delivery timelines as stated in this document. The supplier provides adequate manpower to offload the delivered goods onsite and assistance will be provided with heavy goods offloading that might require mobile lifting.

Delivery Requirements

1. Contractor to confirm delivery lead time of items upon receipt of order.
2. All deliveries must be delivered to Kriel Power Station Main Stores.
3. Purchase orders will be issued to the Contractor with the required items and quantities.
4. Deliveries will be made during the week within the following hours:
Monday, Tuesday, Wednesday, Thursday: 07h00 until 15h45
Friday: 07h00 until 11h00
Road conditions and security gate access to be taken into consideration for delivery to the main stores within these hours.
5. Supplier to be prepared to provide goods within an acceptable delivery period when urgently required.
6. All deliveries shall be accompanied by a delivery note which will be verified and QC signed-off by the end user as tasked by the Supply Manager.

Cooperating with Others

Not applicable.

Services & other things to be provided by the *Purchaser*

Item	Date by which it will be provided
Forklift for offloading	As required
Demarcated area for offloading	As required

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Delivery or backlog			
Risk registers and compensation events	Monthly on last week of the month for 30 min	MS Teams or Kriel PS To be decided	<i>Purchaser, Supplier, and other stakeholders.</i>
Overall contract progress and feedback	Quarterly for 30 min	To be arranged	<i>Purchaser, Supplier, and other stakeholders.</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

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

Documentation control

As per ISO 9001:2015 control clauses.

Health and safety risk management

As per OSHACT 85 of 93 regulations.

Environmental constraints and management

As per OSHACT 85 of 93 regulations.

Quality

The supplier shall adhere to the Supplier Contract Quality Requirements Specification QM 58 during the contract execution, with special reference but not limited to:

- QCP/ITP(s) during contract execution shall be adhered to according to the requirements as per 3.5.1.2
- NCR(s) ref. 3.4.b Eskom non-conformance & inspection defect/reject reports and 3.5.4 Nonconformance Reports and Log.

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.

CONTRACT TITLE: THE SUPPLY AND DELIVERY CARPENTRY AND JOINERY SPARES TO KRIEL POWER STATION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

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

Name and address of the *Supplier* and the *Supply Manager*;

The contract number and title;

Supplier's VAT registration number;

The *Purchaser's* VAT registration number.

Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

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

Insurance provided by the *Purchaser*

Contract change management

Not applicable.

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.

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

Not applicable.

Procurement

Subcontracting

Preferred subcontractors

Not applicable.

Limitations on subcontracting

Not applicable.

Spares and consumables

Not applicable.

Other requirements related to procurement

Not applicable.

Cataloguing requirements by the *Supplier*

Not applicable.

List of drawings

Drawings issued by the *Purchaser*

Not applicable.