



NEC3 Supply Contract (SC3)

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

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

**for Supply and Delivery of Hardware Material & Tools to
Various Substations /Sites Across All South African
Provinces for a period of 3 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>	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of Hardware Material and Tools as per Eskom identified requirements on Various Substations /Sites Across All South African Provinces for a period of 3 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 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:

(Eskom Rotek Industries)

Name & signature of witness

Date

Acceptance

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*.

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 Rotek Industries
Rosherville, Johannesburg, 2022)*

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:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)*

**Eskom Rotek Industries
Rosherville, Johannesburg ,2022**

Name & signature of witness _____

Date _____

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*.

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left-hand column. If the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	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 Rotek Industries SOC Ltd (reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Rosherville, Johannesburg, 2022
	Tel No.	011 629 8000
	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	Nkululeko Nkabinde
	Address	Rosherville, Johannesburg, 2022
	Tel	011 629 8000
	e-mail	NkabinNW@eskom.co.za

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

11.2(13)	The <i>goods</i> are	SUPPLY & DELIVERY OF HARDWARE MATERIAL & TOOLS FOR VARIOUS SUBSTATIONS / SITES ACROSS ALL SOUTH AFRICAN PROVINCES			
11.2(13)	The <i>services</i> are	Supply and deliver			
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Late delivery 2. Delivery of incorrect order 3. Low quality goods 4. Defective goods 5. Incorrect compliance documentation 			
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	f 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	7 weeks			
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.	TBA			
30.1	The Supply Period is	3 Years (as and when required)			
30.1		<table border="1"> <tr> <td>1</td> <td>Supply and delivery of Hardware Material and Tools as per the Supply Task Order Instruction/ PO.</td> <td>As per the accepted programme for each draw down Purchase Order (PO)</td> </tr> </table>	1	Supply and delivery of Hardware Material and Tools as per the Supply Task Order Instruction/ PO.	As per the accepted programme for each draw down Purchase Order (PO)
1	Supply and delivery of Hardware Material and Tools as per the Supply Task Order Instruction/ PO.	As per the accepted programme for each draw down Purchase Order (PO)			
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.				
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	A programme to be submitted for acceptance within 3 days after receiving each draw down Purchase Order.			
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.			
43.2	The <i>defect correction period</i> is	24 Hours for emergency works or 2 weeks for			

		other works
42.2	The <i>defects access period</i> is	1 day
45.1	The costs for correcting defects not corrected by the <i>Supplier</i>	Limited to the amount of the deductibles relevant to the event, for the suppliers account.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 30 days 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	60 days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
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	None
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:	Total of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices
88.5	The <i>end of liability date</i> is	1 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.

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.	[•]
	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	South Africa
	The person or organisation who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not	of the Association of Arbitrators (Southern

	state who selects an arbitrator, is	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	TBC		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.3	Table D-3	SEIFSA
		0.1	Table C3	SEIFSA
		0.35	Table G1	SEIFSA
		0.15	Table L2	SEIFSA
		0.1	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	Is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Late Supply of material within the instruction to supply.	1% of the Task/Purchase Order per day up to 5% of Task Order (Purchase Order) Value	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	amount	performance level	
		2.5% per Purchase Order Value	Goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications.	
		3.5% per Purchase Order Value	From 10% of goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications.	
		5% per Purchase Order Value	Above 15% of goods/materials delivered are incorrect or of poor quality or supplied not in accordance with specifications	
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 these parties’ relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to influence the actions of an Affected Party unlawfully or illegally,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, 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 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 <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><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 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
--------------------------------------	-----------------------------------

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 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 the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, 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

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However, users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	All materials to comply to Eskom standards, supply Eskom test certificates within allowed lead times	
2. The requirements for transport are	Supplier to transport goods and be able to off-load by themselves at any site as requested	
3. The delivery place is	Site delivery to be confirmed	
4. Actions of the Parties during supply	Action	Party which does it
	Pre-Delivery Inspection	Supplier/Employer/Purchase
	Pre-Release Inspection	Supplier/Employer/Purchase
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier/Purchaser
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the goods	Supplier
	Unloading the goods	Supplier
5. Information to be provided by the <i>Supplier</i>	SUPPLY AND DELIVERY OF HARDWARE MATERIALS AND TOOLS AS PER ESKOM IDENTIFIED REQUIREMENTS ON VARIOUS SUBSTATIONS / SITES ACROSS ALL SOUTH AFRICAN PROVINCES	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*.

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data				
10.1	The <i>Supplier</i> is (Name): Address Tel No.					
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Annexure A - Supply Requirements				
11.2(11)	The tendered total of the Prices is	R excluding VAT				
11.2(12)	The <i>price schedule</i> is in:	C2.2 the price schedule				
11.2(14)	The following matters will be included in the Risk Register					
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	As per the Task Order				
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">goods and services</td> <td style="width: 50%; text-align: center;">delivery date</td> </tr> <tr> <td style="text-align: center;">1 As per Task Order</td> <td style="text-align: center;"> As per Task Order</td> </tr> </table>	goods and services	delivery date	1 As per Task Order	As per Task Order
goods and services	delivery date					
1 As per Task Order	As per Task Order					
31.1	The programme identified in the Contract Data is contained in:	As per the Task Order				
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%				

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

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

Assessing the amount due 50.2 The amount due is.

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus, other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* 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 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.

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS**C2.2 the price schedule****Supply and Delivery of Hardware
Material and Small Tools**

ITEM	DESCRIPTION	QUANTITY	Unit of Measure	Rate	Total
CEMENT	50Kg of 42.5N	16000	No		
CRUSHED STONE	13mm	1080	m ³		
BUILDING SAND	COARSE - Passes 4.75 mm sieve; fines (<0.075 mm) ≤10%	1080	m ³		
PLASTER SAND	FINE- 100% passing 2.36 mm sieve	540	m ³		
RIVER SAND	SOFT - Passes 4.75 mm sieve; fines (<0.075 mm) ≤12%	540	m ³		
SHUTTER BOARDS	21X1220X2440mm	3600	sheet		
SA PINE	50X76mmX6m	3600	No.		
PLASTIC CHAMFER	20X20mm x 2m length	3600	length		
PLASTIC CHAMFER	25X25mm x 2 m length	3600	length		
KALK POWDER	WHITE CEMENT, 50kg	540	bags		
CONCRETE NAILS	2 INCHES, 3Kg	180	kg		
WIRE NAIL	4 INCHES, 3Kg	1200	kg		
WIRE NAIL	3 INCHES, 3Kg	1200	kg		
WIRE NAIL	2 INCHES, 3Kg	1200	kg		
FLUTED NAILS	Builders Masonry Fluted Nails 25mm	30	kg		
PANEL PIN NAILS	20X1.60mm, 500g	1080	No		
CLOUT NAILS	32mm, 5kg	180	5kg		
ADJUSTABLE BRICK JOINTER	6mm Jointer	180	EA		
MASKING TAPE	48mmX40m	1080	Roll		
MASKING TAPE	36mmX50m	1080	Roll		
CONCRETE RUBBING BLOCK	50X50X100mm X COURSE	1080	EA		
CONCRETE RUBBING BLOCK	50X50X100mm X SMOOTH	1080	EA		
BUILDERS BUCKET	TRIANGULAR BLACK	1080	EA		
BUILDING BRICKFORCE	150mmX2.8mmX20m	3600	Roll		
BUILDING BRICKFORCE	100mmX15m	3600	Roll		
TEK SCREWS	8mmX50mm	180	kg		
DRYWALL SCREWS	3.5mmX50mm	540	box of		

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

			3300		
BUILDING TROWELS	300mm	180	EA		
GAUGING TROWELS	155mm	180	EA		
GRIP NOSING TROWEL	150X75mm	180	EA		
CHALK LINE SET	30m	180	Set		
STRAIGHT EGDE TOOL	3m	60	EA		
STRAIGHT EGDE TOOL	3m	60	EA		
BUILDING BRUSH BLOCK	190mm, WHITE	540	EA		
PLATFORM HARD BROOM	450mm	90	EA		
SOFT BROOM	POWDER COATED METAL	90	EA		
PLASTIC FLOAT	310mmX110mm	360	EA		
STEEL FLOAT	290mmX120mm	180	EA		
DIAMOND BLADE	CONCRETE CUTTING, 230mm	900	EA		
GRINDING DISC	GRIND, 230mm	540	EA		
GRINDING DISC	GRIND, 115mm	540	EA		
STEEL CUTTING BLADE	230mm	1800	EA		
BABY GRINDER DIAMOND BLADE	CONCRETE, 115mm	900	EA		
BABY GRINDER STEEL CUTTING	STEEL CUTTING, 115mm	1800	EA		
FLEXIBLE TORK CRAFT CUTTING DISC STEEL	115mmX1mm	540	EA		
HACKSAW	METAL ADJUSTABLE, 300mm	360	EA		
HACKSAW BLADE	12INCH, 18 TPI	1800	EA		
WOODEN SAW	WOODEN GRIP	180	EA		
STANLEY KNIFE RETRACTABLE	INCLUDING 3 BLADES	120	EA		
STANLEY BLADE	100 PACKS	120	PACK OF 100		
KNIPPEX PLIER	250MM - CONCRETE/WIRE	60	EA		
COMPLETE TOOLBOX	GEDORE	60	EA		
EMPTY TOOLBOX	5-TIER	60	EA		
TAPE MEASURE	5m	60	EA		
TAPE MEASURE	10m	60	EA		
TAPE MEASURE	50m	60	EA		
MEASURING WHEEL	10km	60	EA		
STEEL HAND FILE INCLUDING HANDLE	200mm	120	EA		
STEEL RASP FILE INCLUDING HANDLE	200mm	120	EA		
HAMMER CLAW	600G	60	EA		
HAMMER 5 POUND SLEDGE	5LBS	120	EA		

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

HAMMER 10 POUND SLEDGE	10LBS	120	EA		
HAMMER 14 POUND SLEDGE	20LBS	60	EA		
RUBBER Mallet	450G	120	EA		
Round Nose Shovel	Blade width 200–250 mm; Handle 1.0–1.2 m	300	EA		
Builders Square Shovel	Blade width 200–250 mm; Handle 1.0–1.2 m	300	EA		
Spade	Blade width 180–250 mm; Handle 1.0–1.2 m	300	EA		
Pick Head	Head length 300–400 mm	300	EA		
Pick Handle Wood	Length 1.0–1.2 m; diameter suitable for pick head socket	300	EA		
Pick Handle Plastic	Length 1.0–1.2 m; diameter suitable for pick head socket	300	EA		
Rake 16T Steel Heavy Duty	Width 400–500 mm; Handle 1.0–1.2 m	300	EA		
Wheelbarrow Concrete Soft Wheel Puncture Free	Tray capacity 80–100 L; Wheel diameter 400–500 mm	300	EA		
IBR Sheet	6m x 0.5mm thick	600	EA		
Lip Channel 6m	150mm x 50mm x 20x 2mm x 6m	300	EA		
Shade netting	80% 3m wide 25m roll	180	EA		
Plastic Chairs	Party type	600	EA		
Steel Tables	1.8m folding heavy duty	120	EA		
PVC PIPE	110mmX6m	540	Length		
PVC PIPE	40mmX6m	540	Length		
uPVC PIPES	160mmX6m	300	length		
SUBSOIL PIPE	110mmX6m	300	length		
SUBSOIL PIPE	160mmX6m	300	length		
PVC PLAIN BENDS	50mmX90°	300	EA		
WHITE PVC STRAIGHT JOINT	50mm	300	EA		
PVC PLAIN JUCTION	50mm	300	EA		
PVC WELD ADHESIVE	500ml	180	EA		
BIDUM A4 GEOTEXTILE	1.3mx100m	180	Roll		
CURING COMPOUND	25 LITRE	90	EA		
BRICK CLEANER	MORTAR OFF, 5LITRE	180	EA		
STEEL BRUSH	WIRE STEEL BRUSH	360	EA		
DUST MASKS	PIONEER FFP1	1800	box of 20		
EAR PLUGS	RE-USABLE	180	box of 100		

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

SHUTTER OIL	210 LITRE	60	drum		
SPIRIT LEVEL	1.2m	90	EA		
SPIRIT LEVEL	600mm	90	EA		
BUILDERS LINE	1mm	540	roll		
JOINTEX	150mmX10mmX10m	720	roll		
MASONARY DRILL BITS SET	16 PIECE SET	90	set		
STEEL DRILL BITS	25 PIECE SET	90	set		
WOOD DRILL BITS	18 SET COMBO	90	set		
HOLE SAW	15 PIECE, STEEL	90	set		
MUSHROOM REBAR CAPS	200 PACK	90	pack of 200		
POP RIVET GUN	2-6 mm diameter rivets	60	EA		
POP RIVET	4.8mm	900	box of 100		
POP RIVET	4.8X12mm	900	box of 100		
BRAZING RODS	COPPER TO COPPER, 1kg	360	1kg box		
WELDING RODS	2.5mm VITEMAX, 5kg	360	5kg box		
FISHER PLUG	4mm	360	box of 50		
FISHER PLUG	6mm	360	box of 50		
FISHER PLUG	8mm	360	box of 50		
FISHER PLUG	10mm	360	box of 50		
FISHER PLUG	12mm	360	box of 50		
RAWL BOLT	M6, 6mm	360	10 pack		
RAWL BOLT	M8, 8mm	360	10 pack		
RAWL BOLT	M10, 10mm	360	10 pack		
RAWL BOLT	M12, 12mm	360	10 pack		
RAWL BOLT	M16, 16mm	360	10 pack		
SAFETY BARRIER NET - SHARK NET	1mX50m	1080	Roll		
PLASTIC SHEETS	250 micron	540	sheet		
DRIP TRAYS	750X450X100mm	90	EA		
TEST CUBES MOLDS	150X150mm ²	180	EA		
SLUMP TEST CONE	300X200X100mm	60	EA		
STEEL FIXING WIRE	1.6mmX5kg	360	Roll		
WIRE PLAIN GALVANISED	2mmX5kgX210m	720	Roll		
DIAMOND MESH FENCE	1.8X30m	720	Roll		
STRAINING WIRE	4mmX50m	2160	Roll		
Corner Post heavy duty	Heavy Duty	240	EA		
Fence Stay C/W Base Plate L/G (2400 x 38mm)	Heavy Duty	480	EA		
Y-STANDARD	2.4M	7200	EA		
DROPPER	2.4M	7200	EA		
IRON PEGS FOR SURVEYING	500MMx12mm	1500	EA		
WOODEN DROPPERS	1,6m (40mm	1500	EA		

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

	diameter)				
FIRST AID BOXES	REGULATION 7	60	box		
REFUSE WHEELIE BIN	240 LITRES, RED	60	EA		
REFUSE WHEELIE BIN	240 LITRES, YELLOW	60	EA		
REFUSE WHEELIE BIN	240 LITRE, GREEN	60	EA		
REFUSE WHEELIE BIN	240 LITRE, BLUE	60	EA		
REFUSE WHEELIE BIN	240 LITRE, BLACK	60	EA		
PLASTIC WATER TANK WITH STAINLESS STEEL CAGE	1000 LITRES	60	EA		
REFILLABLE WATER BOTTLE WITH TAP	25 LITRES	360	EA		
WATER TANK, GREEN	4500 LITRES	60	EA		
RAIN GAUGE TINTED	Standard	180	EA		
PADBOLT	GALVANISED	360	EA		
LOCKPAD	MASTER LOCK 70mm	360	EA		
PAINTBRUSHES	ADIS 5-PIECE SET	360	set		
PAINTROLLERS	Classic 225mm	360	EA		
THINNERS POWERFIX	5 LITRES	360	EA		
PAINT TRAY	PLASTIC	360	EA		
GARDEN HOSE PIPE WITH FITTING	30mX12mm	60	kit		
COLD ZINC GALVANIZE	AEROSOL, 400g	1800	EA		
SPRAY PAINT FAST DRYING	MATT BLACK, 250ml	900	EA		
SPRAY PAINT FAST DRYING	SIGNAL RED,250ml	900	EA		
SPRAY PAINT FAST DRYING	ARC YELLOW, 250ml	900	EA		
SPRAY PAINT FAST DRYING	GLOSS WHITE,250ml	900	EA		
SPRAY PAINT FAST DRYING	AZURE BLUE, 250ML	900	EA		
PVA PAINT VARIOUS COLOURS	20L	1500	EA		
BITUMEN WATERPROOFER	5 LITRES	360	EA		
HEAVY DUTY GARBAGE BAGS	100 bags	540	EA		
Handy Andy	750ml	1800	EA		
Sunlight Liquid	750ml	1800	EA		
JIK	750ml	1800	EA		
Hand Soap Liquid 5l	5000ml	900	EA		
Spray Bottles 1l	1000ml plastic	900	EA		
Claeening Rags	5 kg bag	1200	EA		
Delivery to site per LDV ≤1000kg	LDV load ≤1000kg	50000	km		
Delivery to Site per Truck ≥1000kg	Truck load ≥1000kg	50000	km		

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

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TOTAL

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CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

PART 3: SCOPE OF WORK

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

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

C3.1: PURCHASER'S GOODS INFORMATION

1. Overview and purpose of the goods and services

Supply and Delivery of Hardware Material & Tools as per Eskom identified requirements on Various Substations /Sites Across All South African Provinces.

The *Supplier* must prior to the commencement of manufacturing, supply samples for approval of all light fittings and luminaires.

The *Supplier* must prior to the commencement of deliveries, must provide a safety file for the transport service provider, safety file must include inter alia; medical certificates, drivers licence of driver and all his competency certificates.

- Vehicle roadworthy certificate
- Load test certificates for mobile and/or truck crane to be provided.
- Competence certificate to be provided (for all drivers/operators)
- Crane truck and/or mobile crane for delivery to be supplied by the Supplier – the crane lifting capacity must be aligned with the goods being delivered.

2. Specification and description of the goods

SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

Eskom Rotek Industries SOC Ltd requires the following for **SUBSTATION PORTFOLIO** (various Projects) as per Eskom supplied Bill of Materials across various projects.

Supply and Deliver of Hardware Material & Small tools conforming to Eskom approved standards for various projects.

NB: All materials, products, and equipment supplied, delivered, or incorporated into the Works shall strictly comply with the latest applicable South African National Standards (SANS) specifications and codes of practice, unless otherwise approved in writing by the Employer or Engineer. Where a relevant SANS standard exists, no alternative specification shall be permitted unless prior written consent is obtained. The Contractor shall be responsible for ensuring that documentary evidence of such compliance, including certificates of conformity, test reports, or manufacturer's guarantees, is submitted for review and approval prior to use or installation on site. Any material found not to conform to the applicable SANS requirements shall be rejected at the Contractor's cost and replaced without delay.

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS**Supply and Deliver of Hardware Material & Small Tools as per below table.**

Item No	Item	Description
1	CEMENT	50Kg of 42.5N
2	CRUSHED STONE	13mm
3	BUILDING SAND	COARSE - Passes 4.75 mm sieve; fines (<0.075 mm) ≤10%
4	PLASTER SAND	FINE- 100% passing 2.36 mm sieve
5	RIVER SAND	SOFT - Passes 4.75 mm sieve; fines (<0.075 mm) ≤12%
6	SHUTTER BOARDS	21 x 1220 x 2440mm
7	SA PINE	50 x 76mm x 6m
8	PLASTIC CHAMFER	20 x 20mm x 2m length
9	PLASTIC CHAMFER	25 x 25mm x 2 m length
10	KALK POWDER	WHITE CEMENT, 50kg
11	CONCRETE NAILS	2 INCHES, 3Kg
12	WIRE NAIL	4 INCHES, 3Kg
13	WIRE NAIL	3 INCHES, 3Kg
14	WIRE NAIL	2 INCHES, 3Kg
15	FLUTED NAILS	Builders Masonry Fluted Nails 25mm
16	PANEL PIN NAILS	20 x 1.60mm, 500g
17	CLOUT NAILS	32mm, 5kg
18	ADJUSTABLE BRICK JOINTER	6mm Jointer
19	MASKING TAPE	48mmX40m
20	MASKING TAPE	36mmX50m
21	CONCRETE RUBBING BLOCK	50X50X100mm x COURSE
22	CONCRETE RUBBING BLOCK	50X50X100mm x SMOOTH
23	BUILDERS BUCKET	TRIANGULAR BLACK
24	BUILDING BRICKFORCE	150mm x 2.8mm x 20m
25	BUILDING BRICKFORCE	100mm x 15m
26	TEK SCREWS	8mm x 50mm
27	DRYWALL SCREWS	3.5mm x 50mm
28	BUILDING TROWELS	300mm
29	GAUGING TROWELS	155mm
30	GRIP NOSING TROWEL	150 x 75mm
31	CHALK LINE SET	30m
32	STRAIGHT EGDE TOOL	3m
33	STRAIGHT EGDE TOOL	3m
34	BUILDING BRUSH BLOCK	190mm, WHITE
35	PLATFORM HARD BROOM	450mm
36	SOFT BROOM	POWDER COATED METAL
37	PLASTIC FLOAT	310mmX110mm
38	STEEL FLOAT	290mmX120mm
39	DIAMOND BLADE	CONCRETE CUTTING, 230mm
40	GRINDING DISC	GRIND, 230mm
41	GRINDING DISC	GRIND, 115mm

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

42	STEEL CUTTING BLADE	230mm
43	BABY GRINDER DIAMOND BLADE	CONCRETE, 115mm
44	BABY GRINDER STEEL CUTTING	STEEL CUTTING, 115mm
45	FLEXIBLE TORK CRAFT CUTTING DISC STEEL	115mmX1mm
46	HACKSAW	METAL ADJUSTABLE, 300mm
47	HACKSAW BLADE	12INCH, 18 TPI
48	WOODEN SAW	WOODEN GRIP
49	STANLEY KNIFE RETRACTABLE	INCLUDING 3 BLADES
50	STANLEY BLADE	100 PACKS
51	KNIPPEX PLIER	250MM - CONCRETE/WIRE
52	COMPLETE TOOLBOX	GEDORE
53	EMPTY TOOLBOX	5-TIER
54	TAPE MEASURE	5m
55	TAPE MEASURE	10m
56	TAPE MEASURE	50m
57	MEASURING WHEEL	10km
58	STEEL HAND FILE INCLUDING HANDLE	200mm
59	STEEL RASP FILE INCLUDING HANDLE	200mm
60	HAMMER CLAW	600G
61	HAMMER 5 POUND SLEDGE	5LBS
62	HAMMER 10 POUND SLEDGE	10LBS
63	HAMMER 14 POUND SLEDGE	20LBS
64	RUBBER Mallet	450G
65	Round Nose Shovel	Blade width 200–250 mm; Handle 1.0–1.2 m
66	Builders Square Shovel	Blade width 200–250 mm; Handle 1.0–1.2 m
67	Spade	Blade width 180–250 mm; Handle 1.0–1.2 m
68	Pick Head	Head length 300–400 mm
69	Pick Handle Wood	Length 1.0–1.2 m; diameter suitable for pick head socket
70	Pick Handle Plastic	Length 1.0–1.2 m; diameter suitable for pick head socket
71	Rake 16T Steel Heavy Duty	Width 400–500 mm; Handle 1.0–1.2 m
72	Wheelbarrow Concrete Soft Wheel Puncture Free	Tray capacity 80–100 L; Wheel diameter 400–500 mm
73	IBR Sheet	6m x 0.5mm thick
74	Lip Channel 6m	150mm x 50mm x 20x 2mm x 6m
75	Shade netting	80% 3m wide 25m roll
76	Plastic Chairs	Party type
77	Steel Tables	1.8m folding heavy duty
78	PVC PIPE	110mm x 6m
79	PVC PIPE	40mm x 6m
80	uPVC PIPES	160mm x 6m
81	SUBSOIL PIPE	110mm x 6m
82	SUBSOIL PIPE	160mm x 6m
83	PVC PLAIN BENDS	50mm x 90°
84	WHITE PVC STRAIGHT JOINT	50mm

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

85	PVC PLAIN JUCTION	50mm
86	PVC WELD ADHESIVE	500ml
87	BIDUM A4 GEOTEXTILE	1.3m x 100m
88	CURING COMPOUND	25 LITRES
89	BRICK CLEANER	MORTAR OFF, 5LITRE
90	STEEL BRUSH	WIRE STEEL BRUSH
91	DUST MASKS	PIONEER FFP1
92	EAR PLUGS	RE-USABLE
93	SHUTTER OIL	210 LITRES
94	SPIRIT LEVEL	1.2m
95	SPIRIT LEVEL	600mm
96	BUILDERS LINE	1mm
97	JOINTEX	150mm x 10mm x 10m
98	MASONARY DRILL BITS SET	16 PIECE SET
99	STEEL DRILL BITS	25 PIECE SET
100	WOOD DRILL BITS	18 SET COMBO
101	HOLE SAW	15 PIECES, STEEL
102	MUSHROOM REBAR CAPS	200 PACK
103	POP RIVET GUN	2–6 mm diameter rivets
104	POP RIVET	4.8mm
105	POP RIVET	4.8 x 12mm
106	BRAZING RODS	COPPER TO COPPER, 1kg
107	WELDING RODS	2.5mm VITEMAX, 5kg
108	FISHER PLUG	4mm
109	FISHER PLUG	6mm
110	FISHER PLUG	8mm
111	FISHER PLUG	10mm
112	FISHER PLUG	12mm
113	RAWL BOLT	M6, 6mm
114	RAWL BOLT	M8, 8mm
115	RAWL BOLT	M10, 10mm
116	RAWL BOLT	M12, 12mm
117	RAWL BOLT	M16, 16mm
118	SAFETY BARRIER NET - SHARK NET	1m x 50m
119	PLASTIC SHEETS	250 microns
120	DRIP TRAYS	750 x 450 x 100mm
121	TEST CUBES MOLDS	150 x 150mm ²
122	SLUMP TEST CONE	300 x 200 x 100mm
123	STEEL FIXING WIRE	1.6mm x 5kg
124	WIRE PLAIN GALVANISED	2mm x 5kg x 210m
125	DIAMOND MESH FENCE	1.8 x 30m
126	STRAINING WIRE	4mm x 50m
127	Corner Post heavy duty	Heavy Duty
128	Fence Stay C/W Base Plate L/G (2400 x 38mm)	Heavy Duty
129	Y-STANDARD	2.4M

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

130	DROPPER	2.4M
131	IRON PEGS FOR SURVEYING	500mm x 12mm
132	WOODEN DROPPERS	1,6m (40mm diameter)
133	FIRST AID BOXES	REGULATION 7
134	REFUSE WHEELIE BIN	240 LITRES, RED
135	REFUSE WHEELIE BIN	240 LITRES, YELLOW
136	REFUSE WHEELIE BIN	240 LITRES, GREEN
137	REFUSE WHEELIE BIN	240 LITRES, BLUE
138	REFUSE WHEELIE BIN	240 LITRES, BLACK
139	PLASTIC WATER TANK WITH STAINLESS STEEL CAGE	1000 LITRES
140	REFILLABLE WATER BOTTLE WITH TAP	25 LITRES
141	WATER TANK, GREEN	4500 LITRES
142	RAIN GAUGE TINTED	Height 200–250 mm; Capacity 200–250 mm
143	PADBOLT	GALVANISED
144	LOCKPAD	MASTER LOCK 70mm
145	PAINTBRUSHES	ADIS 5-PIECE SET
146	PAINTROLLERS	Classic 225mm
147	THINNERS POWERFIX	5 LITRES
148	PAINT TRAY	PLASTIC
149	GARDEN HOSE PIPE WITH FITTING	30mX12mm
150	COLD ZINC GALVANIZE	AEROSOL, 400g
151	SPRAY PAINT FAST DRYING	MATT BLACK, 250ml
152	SPRAY PAINT FAST DRYING	SIGNAL RED,250ml
153	SPRAY PAINT FAST DRYING	ARC YELLOW, 250ml
154	SPRAY PAINT FAST DRYING	GLOSS WHITE,250ml
155	SPRAY PAINT FAST DRYING	AZURE BLUE, 250ML
156	PVA PAINT VARIOUS COLOURS	20L
157	BITUMEN WATERPROOFER	5 LITRES
158	HEAVY DUTY GARBAGE BAGS	100 bags
159	Handy Andy	750ml
160	Sunlight Liquid	750ml
161	JIK	750ml
162	Hand Soap Liquid 5l	5000ml
163	Spray Bottles 1l	1000ml plastic
164	Cleanings Rags	5 kg bag
165	Delivery to site per LDV ≤1000kg	LDV load ≤1000kg
166	Delivery to Site per Truck ≥1000kg	Truck load ≥1000kg

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS**2.1 Purchaser's design**

Eskom Design

2.2 Procedure for submission and acceptance of Supplier's design

Once design supplied by supplier has been submitted for approval – The *Purchaser* will accept and confirm in writing.

2.3 Other requirements of the Supplier's design

Not applicable

2.4 Use of Supplier's design

Only Eskom approved / accepted *Supplier* designs will be used.

2.5 Manufacture & fabrication

All materials to comply to Eskom standards.

2.6 Factory acceptance testing (FAT)

The *Purchaser* may request FAT and material inspection.

2.7 Other tests and inspections and commissioning in place of use

Inspection of materials will be done before materials are transported to site.

2.8 Operating manuals and maintenance schedules

Not applicable

3. Supply Requirements

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS**4. Specification of the services to be provided.**

All materials to comply to Eskom standards, supply Eskom test certificates within allowed lead times.

5. Constraints on how the Supplier Provides the Goods**5.1 Programming constraints**

Not applicable

5.2 Work to be done by the Delivery Date

The *Supplier* must provide a safety file for the transport service provider, including details of the Driver and the Vehicle registration number, competencies of the truck and/or mobile cranes, forklifts and riggers, to the Purchaser.

5.3 Marking the goods.

Not applicable

5.4 Constraints at the delivery place and place of use

Supplier must notify the *Purchaser* a week prior to delivery to site, for the *Purchaser* to arrange permits and access to the project site.

The *Supplier* must provide a safety file for the transport service provider, including details of the Driver and the Vehicle registration number, competencies of the truck and/or mobile cranes, forklifts and riggers, to the Purchaser.

5.5 Cooperating with Others

The *Supplier* must fully co-operate with the *Purchaser's* team during off-loading at the project site.

The *Supplier* must fully co-operate with the *Purchaser's* team during testing and inspection, the *Purchaser's* team will comprise of the following.

- ERI/ESKOM Engineers
- ERI/ESKOM Quality Inspectors
- ERI Technical Manager
- ERI Project Manager

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

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

The *Supplier* must provide, truck and/or mobile cranes, forklifts, and riggers for the loading of the material at the *Supplier's* premises.

The *Supplier* must provide, truck and/or mobile cranes, forklifts, and riggers for the off-loading of the material at the *Purchaser's* stores yard at the project site.

5.5 Management meetings

Meetings of a general nature will be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Bi-Weekly	<i>Purchaser's</i> Offices at the Power Station	<i>Purchaser, Supplier</i>
Overall contract progress and feedback	Weekly	<i>Purchaser's</i> Offices at the Power Station	<i>Purchaser, Supplier</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.

5.6 Documentation control

All documentation from the *Supplier* must be provided in hard copy and must also be emailed to the *Service Manager*, as per the communication process agreed after contract award:

5.7 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements contained the *Purchaser's* SHE Specification – Additional information will be shared per site upon task request.

5.8 Environmental constraints and management

The *Supplier* shall comply with the health and safety requirements contained the *Purchaser's* SHE Specification – Additional information will be shared per site upon task request.

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS**5.9 Quality**

Supplier must comply with QM58.

5.11 Invoicing and payment

It is the responsibility of the *Supplier* to ensure that the invoices are sent electronically to Accounts Payable at invoicserilocal85@eskom.co.za, and a copy must also be sent to the *Purchaser's* email address for record keeping purposes.

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

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

- a) 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 4330196330
 - 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)
 - Kindly ensure that the following appear on all invoices:
- b) Eskom Rotek Industries SOC Ltd
- c) Registration No. 1990/006897/30
- d) VAT number: 4330196330
- e) Purchase order number – tax invoices without the correct purchase order number will be rejected.
- f) Physical address: Power Station Project Site
- g) Postal address: PO Box 40698
Cleveland
2022
Lower Germiston Road
Rosherville
Johannesburg
- h) Telephone number – 011 629 4000
- i) All payment certificates and or delivery notes to accompany all invoices.
- j) All the Invoicing to be done 20th of each Month.

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

- k) Purchaser to create GRN and send to the supplier so that they can submit to AP.
- l) No late invoicing and payment terms as stipulated on the contract data.
- m) Copy of invoice to sent to the purchaser for record keeping purposes.

5.12 Insurance provided by the Purchaser.

Refer to Z13 of the Contract Data.

5.13 Contract change management.

Clause 6 – Compensation Events of the NEC3 Supply Contract will apply to all changes in this contract.

5.14 Provision of bonds and guarantees.

Not applicable

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

All records and quality documentation must be provided in hard copy and must be electronically emailed to the *Supply manager*.

6. Procurement**6.1 SDL&I- refer to annexure K****6.1.1 Subcontracting****Preferred subcontractors**

Not applicable

6.1.2 Limitations on subcontracting

- The *Supplier* must align to sub-clause 24.2 of the Supply Contract.
- Declaration certificate for local production and content

6.1.3 Spares and consumables

CONTRACT TITLE: SUPPLY AND DELIVER OF HARDWARE MATERIALS & SMALL TOOLS FOR VARIOUS PROJECTS

Not applicable

6.1.4 Other requirements related to procurement.

Not applicable

6.1.5 Cataloguing requirements by the Supplier

Not applicable

7. List of drawings

7.1 Drawings issued by the Purchaser.

Not applicable

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the *Purchaser* and the *Supplier*.

WHEREAS the *Purchaser* and the *Supplier* (the *Parties*) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a

breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.

6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party.
8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor unless the Proprietor agrees otherwise in writing.
10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.

12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them.

13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.