



Framework Contract

This contract should be used for the appointment of one or more suppliers to carry out construction work or to provide design or advisory services on an 'as instructed' basis over a set term

An NEC document

June 2005

Construction Clients' Board endorsement of NEC3

The Construction Clients' Board recommends that public sector organisations use the NEC3 contracts when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of *Achieving Excellence in Construction*.

Cabinet Office UK

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The NEC is a family of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

NEC3 Adjudicator's Contract is one of the NEC family and is consistent with all other NEC3 documents. Also available are the Guidance Notes and Flow Charts.

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CORE CLAUSES

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	10.1	The <i>Purchaser</i> and the <i>Supplier</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation.
Identified and defined terms	11	
	11.1	In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
	11.2	(1) The Parties are the <i>Purchaser</i> and the <i>Supplier</i> . (2) Framework Information is information which specifies how the Parties work together and is in the document which the Contract Data states it is in. (3) A Work Package is work which is to be carried out under this contract. (4) A Package Order is an instruction to carry out a Work Package.
Communications	13	
	13.1	Each instruction, submission, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
	13.2	A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.
The Parties' obligations	20	
	20.1	When the <i>Purchaser</i> requires a delivery to be carried out within the scope, he selects a supplier using the <i>selection procedure</i> .
	20.2	The <i>Supplier</i> obeys an instruction which is in accordance with this contract and is given to him by the <i>Purchaser</i> .
	20.3	The <i>Supplier</i> attends meetings with the <i>Purchaser</i> and others as stated in the Framework Information.
Quotation	22	
	22.1	The Purchaser instructs the <i>supplier</i> to submit a quotation for a proposed Work Package and provides the additional Contract Data specific to the Work Package.
	22.2	The <i>Supplier</i> submits a quotation in accordance with the <i>quotation procedure</i> . The <i>Supplier</i> submits details of his assessment with the quotation. The assessment is made using the <i>quotation information</i> . The <i>Purchaser</i> replies to the submission within twelve weeks of receiving the quotation. His reply is <ul style="list-style-type: none">• issue of a Package Order accepting the quotation,• an instruction to submit a revised quotation or• a notification that the proposed Package Order will not be issued to the <i>Supplier</i>.

22.3 If a quotation is to be revised, the *Purchaser* advises the *Supplier* of the reasons for not accepting the quotation and the *Supplier* submits a revised quotation within one week of receiving the *Purchaser's* reply. The *Supplier* does not do any work included in a proposed Work Package until he has received a Package Order.

22.4 The *supplier* does not do any work included in a proposed Work Package until he has received a Package Order

Completion 30

- 30.1 After the *end date*,
- the *Purchaser* may not issue Package Order,
 - the *Supplier* completes Work Packages ordered before the *end date*.

Termination 90

- 90.1 Either Party may terminate their obligations under this contract at any time by notifying the other Party.
- 90.2 After a Party has notified termination,
- the *Purchaser* may not issue a Package Order and
 - the *Supplier* completes Work Packages ordered before the notification.

CONTRACT DATA

Part one – Data provided by the *Purchaser*

The Data which will apply to all work under the Framework Contract is:

- The conditions of this contract are the clauses of the NEC3 Framework Contract April 2013
- The *Purchaser* is
Name: **ESKOM HOLDINGS SOC LTD.**
.....
Address: **.1 Maxwell Drive, Sunninghill, Sandton, South Africa.**
.....
- The Framework Information is **supply and delivery of bolts, nuts and washers to various Eskom Power Stations on an as and when required basis over a 5 year period.**
.....
.
- The *scope* **will be contained in the NEC SC3** for the specific package order
.....
- The *selection procedure* is **in the SELECTION PROCEDURE - Evaluation Criteria.** ...
.....
- The *quotation procedure* is in **Z clause Z13 & Z14 of the NEC Contract .**
.....
- The *end date* **is 28 February 2024**
.....
- Based on proof of footprint provided the supplier has been allocated the cluster **TBA**. Based on the tender submission at time of tendering the supplier will form part of cluster **TBA**

The Data which will apply to all Package Orders will be

In the Contract Data part one of the NEC3 Supply Contract (SC3) for the respective order

Part two – Data provided by the *Supplier*

The Data which will apply to all work under the Framework Contract is

- The *Supplier* is
Name:
Address
.....
The *quotation information* will be in NEC3 SC3 Part C2 Pricing Data.
.....

The Data which will apply to all Orders will be
In the Contract Data from the NEC3 SC3 Contract to be used for order allocation.

By the duly authorised representatives signing this Framework Contract, the Purchaser and the tenderer agree to and accept the conditions of Framework Contract, 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

Snr Manager, Generation

On behalf of *(Insert name of organisation)*

(Insert name of organisation)
Eskom Holdings SOC Limited

Name &
signature
of witness

.....

Name &
signature
of witness

.....

Date

.....

necc3 Framework Contract

Index by clause numbers (main clause heads indicated by bold numbers). Terms in *italics* are identified in the Contract Data, and defined terms have capital initial letters.

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