

NEC3 Supply Contract (SC3)

Between **ESKOM ROTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

and _____
(_____)

for **SUPPLY AND DELIVERY OF DRILLS, REAMERS &
JACKING PINS FOR TURBO GEN SERVICES.**

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:

SUPPLY AND DELIVERY OF DRILLS, REAMERS & JACKING PINS FOR TURBO GEN SERVICES.

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	N/A - Enabling Contract
	Value Added Tax @ 15% is	N/A - Enabling Contract
	The offered total of the amount due inclusive of VAT is ¹	N/A - Enabling Contract
	including VAT. The Price will be based on the Rate Table in C2 of this Contract, the Price per SOW will be determined per Task Order issued on a as and when required basis.	

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) Gersh Bonga

Capacity TGS General Manager

**for the
Purchaser** Eskom Rotek Industries SOC Ltd
Lower Germiston Road,
Cleveland
Johannesburg
2022

(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:

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 _____

Name &
signature
of witness _____

Date _____

Eskom Rotek Industries SOC Ltd
Lower Germiston Road,
Cleveland
Johannesburg
2022

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. In the event that 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.

Cla use	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	<p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X3: Multiple currencies</p> <p>X7: Delay damages</p> <p>X17: Low performance damages</p> <p>X20: Key Performance Indicators</p> <p>Z: <i>Additional conditions of contract</i></p>
	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	Lower Germiston Road Rosherville Cleveland Johannesburg 2022
	Tel No.	011 629 4000
10.1	The <i>Supply Manager</i> is (name):	Mmarona Moraka

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

	Address	Roshland Office Park Lower Germiston Road Rosherville
	Tel	+27 11 629 4000
	e-mail	morakame@eskom.co.za
11.2(13)	The <i>goods</i> are	Drills, Reamers & Jacking Pins as described in the SOW Part 3 of this document
11.2(13)	The <i>services</i> are	Supply and delivery of drills, reamers & jacking pins for Turbo Gen Services.
11.2(14)	The following matters will be included in the Risk Register	Not applicable
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	8 Hours to acknowledge receipt of communication and 2 days to respond
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.	Date of Signature of contract and issue of the official order. The individual Task order dates will stipulate start and end dates, this will apply per SOW and must be mutually agreed between both parties
30.1	The <i>delivery date</i> of the <i>goods</i> is:	The service period for the contract is 5 years. Individual task orders issued will state start and End dates.
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.	[no data required]
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	[1] weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 days
4	Testing and defects	
42	The <i>defects date</i> is	52 weeks after the completion of each task order. The time to respond to a defect's notification will be 2 calendar days.

43.2	The <i>defect correction period</i> is	Not Applicable
42.2	The <i>defects access period</i> is	Not Applicable
5	Payment	
50.1	The <i>assessment interval</i> is	As stated on each individual Task Order. It must be noted that payment will be made on actual delivery completed. The assessment certificate must be signed by the relevant Project Manager and the Contractor's representative, upon agreement. This certificate must accompany the tax invoice.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 60 days of receipt of the Contractor's tax compliant invoice
51.4	The <i>interest rate</i> is	Zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by 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
6	Compensation events	Any additional scope that was not catered for in the tender.
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.

80 Risks and Insurance

80.1	These are additional <i>Purchaser's</i> risks	None
83.1	The <i>Employer</i> provides the insurances stated in the Insurance Table below.	
	INSURANCE TABLE	
	Insurance against	Minimum amount of cover or minimum limit of indemnity as stated for “Format TSC3” available on
	Assets All Risk	As per the insurance policy document.
	Project insurance	As per the insurance policy document.
	General and Public Liability	As per the insurance policy document.
	Environmental Liability	As per the insurance policy document.
	Transport (Marine)	As per the insurance policy document.
	Motor Fleet and Mobile Plant	As per the insurance policy document.
	Terrorism	As per the insurance policy document.
	Cyber Liability	As per the insurance policy document.

83.1 The *Contractor* provides the insurances stated in the Insurance Table

The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the

end of the *service period* or a termination certificate has been issued

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

9 Termination

90.1	The <i>Employer</i> may terminate the Contract for any reason suffice that the reason given by the <i>Employer</i> complies with this contract and is in terms of clause 90.1."
90.2	In terms of clause 90.2 of the <i>conditions of contract</i> , the <i>Employer</i> may terminate for any reason other than R1-R21.
90.3	Will apply in respect of payment. All outstanding invoices and Delivery notes will be required by the <i>Employer</i> .
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	[•] 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	<table border="1"> <tr> <td>The <i>base date</i> for indices is</td> <td>[•].</td> </tr> <tr> <td>The proportions used to calculate the Price Adjustment Factor are:</td> <td> <table border="1"> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </table> </td> </tr> </table>	The <i>base date</i> for indices is	[•].	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X3.1	The <i>exchange rates</i> are those published in	<div>[•]</div> <div>[•]</div> <div>[•]</div> <div>[•] on [•] (date)</div> <div>The items will be paid in the other currency</div> <div>- to a foreign Bank account nominated by the <i>Supplier</i></div> <div>- to a valid SARB approved CFC account in South Africa</div> <div>- in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.</div> <div>(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</div>	
X7	Delay damages		
X7.1	Delay damages for Delivery are	<div>Delivery of Tools</div> <div>5 % of the Task Order value</div>	<div>amount per day</div> <div>1 % per day to a maximum of 5% of the Task Order value</div>
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	<div>amount</div> <div>R [•]</div> <div>R [•]</div> <div>R [•]</div> <div>R [•]</div>	<div>performance level</div> <div>1 % per day to a maximum of 5% of the Order value</div> <div>for [•]</div> <div>for [•]</div> <div>for [•]</div>
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months	
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z12 always apply for Eskom		

Z1 Session 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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 25.4

- Z7.1 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.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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 4330196330 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 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".

Z10 Purchaser's limitation of liability

- Z10.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z12.1 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.

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	Ex Works ERI TGS Rosherville

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	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	Ex Works Bearing Services Rosherville	
3. The delivery place is	Rosherville Workshop or Eskom sites as specified in each Task Order	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	supplier
	Checking packing and marking before dispatch	supplier
	Contracting for transport	supplier
	Pay costs of transport	supplier
	Arrange access to delivery place	Supplier and Buyer
	Loading the <i>goods</i>	supplier
	Unloading the <i>goods</i>	supplier
For international procurement	Undertake export requirements	supplier
	Undertake import requirements	Supplier and Buyer
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

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

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

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

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

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

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

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

All other insurance

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

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

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

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

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

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. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	To be specified in Annexure A of this document
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	Not applicable
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	Not applicable
30.1	The <i>delivery date</i> of the goods and services is:	To be included in the additional data section of each Task Order issued
31.1	The programme identified in the Contract Data is contained in:	To be included in the additional data section of each Task Order issued
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	Deemed to be included in the Pricing data provided by the supplier

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 <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

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*

List and Pricing to be included in Annexure A of this Contract

DRILLS

Diameter (mm)	Standard Length (mm)	Quantity	Unit price	Total	Long Series (mm)	Quantity	Unit price	Total
8.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
8.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
9.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
9.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
10.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
10.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
11.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
11.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
12.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		

12.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
13.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
13.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
14.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
14.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
15.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
15.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
16.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
16.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
17.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
17.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
18.00	218.00	1			500.00	1		
	223.00	1			540.00	1		

	224.00	1			544.00	1		
	340.00	1			566.00	1		
18.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
19.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
19.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
20.00	218.00	1			540.00	1		
	223.00	1			500.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
20.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
21.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
21.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
22.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
22.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
23.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
23.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		

	340.00	1			566.00	1		
24.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
24.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
25.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
25.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
26.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
26.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
27.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
27.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
28.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
28.50	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
29.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
29.50	218.00	1			500.00	1		

	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		
30.00	218.00	1			500.00	1		
	223.00	1			540.00	1		
	224.00	1			544.00	1		
	340.00	1			566.00	1		

REAMERS

Diameter (mm)	Standard Length (mm)	Quantity	Long Series (mm)	Quantity	Unit price	Total
8.00	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
8.25	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
8.50	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
8.75	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
9.00	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
9.25	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
9.50	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
9.75	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
10.00	218.00	1	500.00	1		
	223.00	1	540.00	1		

	228.00	1	544.00	1		
	340.00	1	566.00	1		
10.25	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
10.50	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
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25.50	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		
25.75	218.00	1	500.00	1		
	223.00	1	540.00	1		
	228.00	1	544.00	1		
	340.00	1	566.00	1		

JACKING PINS

Jacking pins (dia)	Length	Quantity	Unit price	Total
8mm		1		
9mm		1		
15mm		1		
10mm		1		
16mm		1		
11mm		1		
17mm		1		
12mm		1		
18mm		1		
13mm		1		
19mm		1		
20mm		1		
14mm		1		
21mm		1		
22mm		1		
22mm		1		
22mm		1		
23mm		1		
23mm		1		

23mm		1		
22mm		1		
15.50mm		1		
16.50mm		1		
22.50mm		1		
16.00mm		1		
23mm		1		

The total of the Prices

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	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Reference, → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained. Alternatively just update the table below when the drafting of the Goods Information is complete by clicking on 'References' then 'Update Table' then 'Update entire table'

Part 3: Scope of Work	34
C3.1: <i>Purchaser's</i> Goods Information	35
1 <u>Overview and purpose of the <i>goods</i> and <i>services</i></u>	37
2 <u>Specification and description of the <i>goods</i></u>	Error! Bookmark not defined.
2.1 <u><i>Purchaser's</i> design</u>	49
2.2 <u>Procedure for submission and acceptance of <i>Supplier's</i> design</u>	49
2.3 <u>Other requirements of the <i>Supplier's</i> design</u>	50
2.4 <u>Use of <i>Supplier's</i> design</u>	50
2.5 <u>Manufacture & fabrication</u>	50
2.6 <u>Factory acceptance testing (FAT)</u>	50
2.7 <u>Other tests and inspections and commissioning in place of use</u>	50
2.8 <u>Operating manuals and maintenance schedules</u>	50
3 <u>Supply Requirements</u>	50
4 <u>Specification of the <i>services</i> to be provided</u>	51
5 <u>Constraints on how the <i>Supplier</i> Provides the Goods</u>	51
5.1 <u>Programming constraints</u>	51
5.2 <u>Work to be done by the Delivery Date</u>	51
5.3 <u>Marking the <i>goods</i></u>	51
5.4 <u>Constraints at the delivery place and place of use</u>	51
5.5 <u>Cooperating with Others</u>	51
5.6 <u>Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i></u>	52
5.7 <u>Management meetings</u>	52
5.8 <u>Documentation control</u>	52
5.9 <u>Health and safety risk management</u>	53
5.10 <u>Environmental constraints and management</u>	53
5.11 <u>Quality</u>	53
5.12 <u>Invoicing and payment</u>	53
5.13 <u>Insurance provided by the <i>Purchaser</i></u>	53
5.14 <u>Contract change management</u>	54
5.15 <u>Provision of bonds and guarantees</u>	54

5.16	<u>Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier</u>	54
6	<u>Procurement</u>	54
6.1	<u>Subcontracting</u>	54
6.1.1	<u>Preferred subcontractors</u>	54
6.1.2	<u>Limitations on subcontracting</u>	54
6.1.3	<u>Spares and consumables</u>	54
6.1.4	<u>Other requirements related to procurement</u>	54
7	<u>List of drawings</u>	55
7.1	<u>Drawings issued by the Purchaser</u>	55
C3.2	<u>Supplier's Goods Information</u>	56

1 Overview and purpose of the goods and services

SCOPE

The supply of drills, reamers & jacking pins for turbo gen services.

1 Objectives

As part of ERI TGS Works Services, it is required to make use of various high quality industrial rated consumables (eg: drills, reamers and jacking pins) for use during maintenance of Eskom Turbines in Rosherville workshop or various site.

The objective of this document is to outline the services that are required from approved Industrial Consumable supply services companies. It seeks to ensure that the proposed services required are executed in a planned and structured manner, and that all quality and safety requirements during activities are met.

2 Scope of Services

The scope of responsibility includes the supply, delivery, exchange and transport of New consumable to consumables to listed ERI work stations and Eskom power stations as per list on section. Clarification meeting and site visit is essential to understand requirements and application thereof with respective subcontractors.

3 General Requirements

3.1 Quality

- All consumables will be supplied as new, un-used and undamaged, packaged in their original packaging and inclusive user documentation, i.e: manuals, calibration certificate, test certificate, etc. where applicable for the specific consumables.
- The consumables will be rated high quality for industrial, construction and mechanical workshop use, of reputable brands in the market.
- Consumables must be supplied with manufacturer Warranties and be exchangeable with the supplier where premature failure occurs due to manufacturing defects.
- For any type of liquid; gas; solvent and/or chemical products and compounds, the associated Material Safety Datasheet (MSDS) must be supplied to ERI.

3.2 Lead / Turn Around times

- The supplier must ensure the shortest possible turnaround time when consumable orders are placed, to be able to outage execution. A maximum of 14 days turnaround time for any request or emergency, including delivery.

3.3 Where Services will be rendered

- It is the responsibility of the supplier to transport and deliver the consumables to where they will be used, safely and securely.
- The consumables are to be delivered to ERI TGS Rosherville workshop.

3.4 Scope for manufacturing

- Manufacture Drill Bit, Morse Taper 1:100, Material HSS, Standard Din 345 Flute, LG218mm, LG 223mm And LG 228mm
- Manufacture Reamers, Helix, LH Taper 1:100, LG 188, Material HSS, full length of the workpiece is 260mm therefore effective length on reamers to accommodate such.
- Manufacture jacking pins, pax2 material (1.2547) and hardness of 52 – 56 HRC, hardened and tempered to achieve stipulated hardness, alternative materials 1.2542 din 45wcrv7 or 1.2550 din 17350.
- Manufacture replacement and grind root pins to suit the holes, final sizes to be confirmed after reaming the holes upon blade replacement, Taper 1:100 Material for Pins Is 34CRMo4.

LINE ITEM NO.	Component Description	QUANTITY
1	Morse Taper Shank Drills (STD Length) HSS 8mm	10
2	Morse Taper Shank Drills (STD Length) HSS 8.50mm	10
3	Morse Taper Shank Drills (STD Length) HSS 9mm	10
4	Morse Taper Shank Drills (STD Length) HSS 10mm	10
5	Morse Taper Shank Drills (STD Length) HSS 10.50mm	10
6	Morse Taper Shank Drills (STD Length) HSS 11mm	10
7	Morse Taper Shank Drills (STD Length) HSS 11.50mm	10
8	Morse Taper Shank Drills (STD Length) HSS 12mm	10
9	Morse Taper Shank Drills (STD Length) HSS 12.50mm	10
10	Morse Taper Shank Drills (STD Length) HSS 13mm	10
11	Morse Taper Shank Drills (STD Length) HSS 13.50mm	10
12	Morse Taper Shank Drills (STD Length) HSS 14mm	10
13	Morse Taper Shank Drills (STD Length) HSS 14.50mm	10
14	Morse Taper Shank Drills (STD Length) HSS 15mm	10
15	Morse Taper Shank Drills (STD Length) HSS 15.50mm	10
16	Morse Taper Shank Drills (STD Length) HSS 16mm	10
17	Morse Taper Shank Drills (STD Length) HSS 16.50mm	10
18	Morse Taper Shank Drills (STD Length) HSS 17mm	10
19	Morse Taper Shank Drills (STD Length) HSS 17.50mm	10
20	Morse Taper Shank Drills (STD Length) HSS 18mm	10
21	Morse Taper Shank Drills (STD Length) HSS 18.50mm	10
22	Morse Taper Shank Drills (STD Length) HSS 19mm	10

23	Morse Taper Shank Drills (STD Length) HSS 19.50mm	10
24	Morse Taper Shank Drills (STD Length) HSS 20mm	10
25	Morse Taper Shank Drills (STD Length) HSS 20.50mm	10
26	Morse Taper Shank Drills (STD Length) HSS 21mm	10
27	Morse Taper Shank Drills (STD Length) HSS 21.50mm	10
28	Morse Taper Shank Drills (STD Length) HSS 22mm	10
29	Morse Taper Shank Drills (STD Length) HSS 22.50mm	10
30	Morse Taper Shank Drills (STD Length) HSS 23mm	10

LINE ITEM NO.	Component Description	QUANTITY
31	Morse Taper Shank Drills (STD Length) HSS 23.50mm	10
32	Morse Taper Shank Drills (STD Length) HSS 24mm	10
33	Morse Taper Shank Drills (STD Length) HSS 24.50mm	5
34	Morse Taper Shank Drills (STD Length) HSS 25mm	5
35	Morse Taper Shank Drills (STD Length) HSS 25.50mm	2
36	Morse Taper Shank Drills (STD Length) HSS 26mm	2
37	Morse Taper Shank Drills (STD Length) HSS 26.50mm	2
38	Morse Taper Shank Drills (STD Length) HSS 27mm	2
39	Morse Taper Shank Drills (STD Length) HSS 27.50mm	2
40	Morse Taper Shank Drills (STD Length) HSS 28mm	2
41	Morse Taper Shank Drills (STD Length) HSS 28.50mm	2
42	Morse Taper Shank Drills (STD Length) HSS 29mm	2
43	Morse Taper Shank Drills (STD Length) HSS 29.50mm	2
44	Morse Taper Shank Drills (STD Length) HSS 30mm	2
45	Morse Taper Shank Drills (Long Series) HSS 8mm	10
46	Morse Taper Shank Drills (Long Series) HSS 8.50mm	10
47	Morse Taper Shank Drills (Long Series) HSS 9mm	10
48	Morse Taper Shank Drills (Long Series) HSS 9.50mm	10
49	Morse Taper Shank Drills (Long Series) HSS 10mm	10
50	Morse Taper Shank Drills (Long Series) HSS 10.50mm	10
51	Morse Taper Shank Drills (Long Series) HSS 11mm	10
52	Morse Taper Shank Drills (Long Series) HSS 11.50mm	10

53	Morse Taper Shank Drills (Long Series) HSS 12mm	10
54	Morse Taper Shank Drills (Long Series) HSS 12.50mm	10
55	Morse Taper Shank Drills (Long Series) HSS 13mm	10
56	Morse Taper Shank Drills (Long Series) HSS 13.50mm	10
57	Morse Taper Shank Drills (Long Series) HSS 14mm	10
58	Morse Taper Shank Drills (Long Series) HSS 14.50mm	10
59	Morse Taper Shank Drills (Long Series) HSS 15mm	10
60	Morse Taper Shank Drills (Long Series) HSS 15.50mm	10
61	Morse Taper Shank Drills (Long Series) HSS 16mm	10
62	Morse Taper Shank Drills (Long Series) HSS 16.50mm	10
63	Morse Taper Shank Drills (Long Series) HSS 17mm	10
64	Morse Taper Shank Drills (Long Series) HSS 17.50mm	10
65	Morse Taper Shank Drills (Long Series) HSS 18mm	10

LINE ITEM NO.	Component Description	QUANTITY
66	Morse Taper Shank Drills (Long Series) HSS 18.50mm	10
67	Morse Taper Shank Drills (Long Series) HSS 19mm	10
68	Morse Taper Shank Drills (Long Series) HSS 19.50mm	10
69	Morse Taper Shank Drills (Long Series) HSS 20mm	10
70	Morse Taper Shank Drills (Long Series) HSS 20.50mm	10
71	Morse Taper Shank Drills (Long Series) HSS 21mm	10
72	Morse Taper Shank Drills (Long Series) HSS 21.50mm	10
73	Morse Taper Shank Drills (Long Series) HSS 22mm	5
74	Morse Taper Shank Drills (Long Series) HSS 22.50mm	5
75	Morse Taper Shank Drills (Long Series) HSS 23mm	5
76	Morse Taper Shank Drills (Long Series) HSS 23.50mm	2
77	Morse Taper Shank Drills (Long Series) HSS 24mm	2
78	Morse Taper Shank Drills (Long Series) HSS 24.50mm	2
79	Morse Taper Shank Drills (Long Series) HSS 25mm	2
80	Morse Taper Shank Drills (Long Series) HSS 25.50mm	2
81	Morse Taper Shank Drills (Long Series) HSS 26mm	2
82	Tungsten Carbide Straight Shank Drills 8mm	10

83	Tungsten Carbide Straight Shank Drills 8.50mm	10
84	Tungsten Carbide Straight Shank Drills 9mm	10
85	Tungsten Carbide Straight Shank Drills 9.50mm	10
86	Tungsten Carbide Straight Shank Drills 10mm	10
87	Tungsten Carbide Straight Shank Drills 10.50mm	10
88	Tungsten Carbide Straight Shank Drills 11mm	10
89	Tungsten Carbide Straight Shank Drills 11.50mm	10
90	Tungsten Carbide Straight Shank Drills 12mm	10
91	Tungsten Carbide Straight Shank Drills 12.50mm	10
92	Tungsten Carbide Straight Shank Drills 13mm	10
93	Tungsten Carbide Straight Shank Drills 13.50mm	10
94	Tungsten Carbide Straight Shank Drills 14mm	10
95	Tungsten Carbide Straight Shank Drills 14.50mm	10
96	Tungsten Carbide Straight Shank Drills 15mm	10
97	Tungsten Carbide Straight Shank Drills 15.50mm	10
98	Tungsten Carbide Straight Shank Drills 16mm	10
99	Tungsten Carbide Straight Shank Drills 16.50mm	10
100	Tungsten Carbide Straight Shank Drills 17mm	10

LINE ITEM NO.	Component Description	QUANTITY
101	Tungsten Carbide Straight Shank Drills 17.50mm	10
102	Tungsten Carbide Straight Shank Drills 18mm	10
103	Tungsten Carbide Straight Shank Drills 18.50mm	10
104	Tungsten Carbide Straight Shank Drills 19mm	10
105	Tungsten Carbide Straight Shank Drills 19.50mm	10
106	Tungsten Carbide Straight Shank Drills 20mm	10
107	Tungsten Carbide Straight Shank Drills 20.50mm	10
108	Tungsten Carbide Straight Shank Drills 21mm	10
109	Tungsten Carbide Straight Shank Drills 21.50mm	10
110	Tungsten Carbide Straight Shank Drills 22mm	10
111	Tungsten Carbide Straight Shank Drills 22.50mm	10
112	Tungsten Carbide Straight Shank Drills 23mm	5

113	Tungsten Carbide Straight Shank Drills 23.50mm	5
114	Tungsten Carbide Straight Shank Drills 24mm	5
115	Tungsten Carbide Straight Shank Drills 24.50mm	5
116	Tungsten Carbide Straight Shank Drills 25mm	5
117	Morse Taper Shank reamers (STD length) HSS 8mm	15
118	Morse Taper Shank reamers (STD length) HSS 8.25mm	15
119	Morse Taper Shank reamers (STD length) HSS 8.50mm	15
120	Morse Taper Shank reamers (STD length) HSS 8.75mm	15
121	Morse Taper Shank reamers (STD length) HSS 9mm	15
122	Morse Taper Shank reamers (STD length) HSS 9.25mm	15
123	Morse Taper Shank reamers (STD length) HSS 9.50mm	15
124	Morse Taper Shank reamers (STD length) HSS 9.75mm	15
125	Morse Taper Shank reamers (STD length) HSS 10mm	15
126	Morse Taper Shank reamers (STD length) HSS 10.25mm	15
127	Morse Taper Shank reamers (STD length) HSS 10.50mm	15
128	Morse Taper Shank reamers (STD length) HSS 10.75mm	15
129	Morse Taper Shank reamers (STD length) HSS 11mm	15
130	Morse Taper Shank reamers (STD length) HSS 11.25mm	15
131	Morse Taper Shank reamers (STD length) HSS 11.50mm	15
132	Morse Taper Shank reamers (STD length) HSS 11.75mm	15
133	Morse Taper Shank reamers (STD length) HSS 12mm	15

LINE ITEM NO.	Component Description	QUANTITY
134	Morse Taper Shank reamers (STD length) HSS 12.25mm	15
135	Morse Taper Shank reamers (STD length) HSS 12.50mm	15
136	Morse Taper Shank reamers (STD length) HSS 12.75mm	15
137	Morse Taper Shank reamers (STD length) HSS 13mm	15
138	Morse Taper Shank reamers (STD length) HSS 13.25mm	15
139	Morse Taper Shank reamers (STD length) HSS 13.50mm	15
140	Morse Taper Shank reamers (STD length) HSS 13.75mm	15

141	Morse Taper Shank reamers (STD length) HSS 14mm	15
142	Morse Taper Shank reamers (STD length) HSS 14.25mm	15
143	Morse Taper Shank reamers (STD length) HSS 14.75mm	15
144	Morse Taper Shank reamers (STD length) HSS 15mm	15
145	Morse Taper Shank reamers (STD length) HSS 15.25mm	15
146	Morse Taper Shank reamers (STD length) HSS 15.50mm	15
147	Morse Taper Shank reamers (STD length) HSS 15.75mm	15
148	Morse Taper Shank reamers (STD length) HSS 18mm	15
149	Morse Taper Shank reamers (STD length) HSS 18.25mm	15
150	Morse Taper Shank reamers (STD length) HSS 18.50mm	15
151	Morse Taper Shank reamers (STD length) HSS 18.75mm	15
152	Morse Taper Shank reamers (STD length) HSS 19mm	15
153	Morse Taper Shank reamers (STD length) HSS 19.25mm	15
154	Morse Taper Shank reamers (STD length) HSS 19.50mm	15
155	Morse Taper Shank reamers (STD length) HSS 19.75mm	15
156	Morse Taper Shank reamers (STD length) HSS 20mm	15
157	Morse Taper Shank reamers (STD length) HSS 20.25mm	15
158	Morse Taper Shank reamers (STD length) HSS 20.50mm	15
159	Morse Taper Shank reamers (STD length) HSS 20.75mm	15
160	Morse Taper Shank reamers (STD length) HSS 21mm	15
161	Morse Taper Shank reamers (STD length) HSS 21.25mm	15
162	Morse Taper Shank reamers (STD length) HSS 21.50mm	15

LINE ITEM NO.	Component Description	QUANTITY
163	Morse Taper Shank reamers (STD length) HSS 21.75mm	15
164	Morse Taper Shank reamers (STD length) HSS 22mm	15
165	Morse Taper Shank reamers (STD length) HSS 22.25mm	15
166	Morse Taper Shank reamers (STD length) HSS 22.50mm	15

167	Morse Taper Shank reamers (STD length) HSS 22.75mm	15
168	Morse Taper Shank reamers (STD length) HSS 23mm	15
169	Morse Taper Shank reamers (STD length) HSS 23.25mm	15
170	Morse Taper Shank reamers (STD length) HSS 23.50mm	15
171	Morse Taper Shank reamers (STD length) HSS 23.75mm	15
172	Morse Taper Shank reamers (STD length) HSS 24mm	15
173	Morse Taper Shank reamers (STD length) HSS 24.25mm	15
174	Morse Taper Shank reamers (STD length) HSS 24.75mm	15
175	Morse Taper Shank reamers (STD length) HSS 25mm	15
176	Morse Taper Shank reamers (Long Series) HSS 8mm	15
177	Morse Taper Shank reamers (Long Series) HSS 8.25mm	15
178	Morse Taper Shank reamers (Long Series) HSS 8.50mm	15
179	Morse Taper Shank reamers (Long Series) HSS 8.75mm	15
180	Morse Taper Shank reamers (Long Series) HSS 9mm	15
181	Morse Taper Shank reamers (Long Series) HSS 9.25mm	15
182	Morse Taper Shank reamers (Long Series) HSS 9.50mm	15
183	Morse Taper Shank reamers (Long Series) HSS 9.75mm	15
184	Morse Taper Shank reamers (Long Series) HSS 10mm	15
185	Morse Taper Shank reamers (Long Series) HSS 10.25mm	15
186	Morse Taper Shank reamers (Long Series) HSS 10.50mm	15
187	Morse Taper Shank reamers (Long Series) HSS 10.75mm	15
189	Morse Taper Shank reamers (Long Series) HSS 11mm	15
190	Morse Taper Shank reamers (Long Series) HSS 11.25mm	15
191	Morse Taper Shank reamers (Long Series) HSS 11.50mm	15
192	Morse Taper Shank reamers (Long Series) HSS 11.75mm	15
193	Morse Taper Shank reamers (Long Series) HSS 12.00mm	15
194	Morse Taper Shank reamers (Long Series) HSS 12.25mm	15

LINE ITEM NO.	Component Description	QUANTITY
195	Morse Taper Shank reamers (Long Series) HSS 12.50mm	15
196	Morse Taper Shank reamers (Long Series) HSS 12.75mm	15
197	Morse Taper Shank reamers (Long Series) HSS 13.00mm	15
198	Morse Taper Shank reamers (Long Series) HSS 13.25mm	15
199	Morse Taper Shank reamers (Long Series) HSS 13.50mm	15
200	Morse Taper Shank reamers (Long Series) HSS 13.75mm	15
201	Morse Taper Shank reamers (Long Series) HSS 14mm	15
202	Morse Taper Shank reamers (Long Series) HSS 14.25mm	15
203	Morse Taper Shank reamers (Long Series) HSS 14.50mm	15
204	Morse Taper Shank reamers (Long Series) HSS 14.75mm	15
205	Morse Taper Shank reamers (Long Series) HSS 15mm	15
206	Morse Taper Shank reamers (Long Series) HSS 15.25mm	15
207	Morse Taper Shank reamers (Long Series) HSS 15.50mm	15
208	Morse Taper Shank reamers (Long Series) HSS 15.75mm	15
209	Morse Taper Shank reamers (Long Series) HSS 16mm	15
210	Morse Taper Shank reamers (Long Series) HSS 16.25mm	15
211	Morse Taper Shank reamers (Long Series) HSS 16.50mm	15
212	Morse Taper Shank reamers (Long Series) HSS 16.75mm	15
213	Morse Taper Shank reamers (Long Series) HSS 17mm	15
214	Morse Taper Shank reamers (Long Series) HSS 17.25mm	15
215	Morse Taper Shank reamers (Long Series) HSS 17.50mm	15
216	Morse Taper Shank reamers (Long Series) HSS 17.75mm	15
217	Morse Taper Shank reamers (Long Series) HSS 18mm	15
218	Morse Taper Shank reamers (Long Series) HSS 18.25mm	15
219	Morse Taper Shank reamers (Long Series) HSS 18.50mm	15
220	Morse Taper Shank reamers (Long Series) HSS 18.75mm	15

221	Morse Taper Shank reamers (Long Series) HSS 19mm	15
222	Morse Taper Shank reamers (Long Series) HSS 19.25mm	15
223	Morse Taper Shank reamers (Long Series) HSS 19.50mm	15

LINE ITEM NO.	Component Description	QUANTITY
224	Morse Taper Shank reamers (Long Series) HSS 19.75mm	15
225	Morse Taper Shank reamers (Long Series) HSS 20mm	15
226	Morse Taper Shank reamers (Long Series) HSS 20.25mm	15
227	Morse Taper Shank reamers (Long Series) HSS 20.50mm	15
228	Morse Taper Shank reamers (Long Series) HSS 20.75mm	15
229	Morse Taper Shank reamers (Long Series) HSS 21mm	10
230	Morse Taper Shank reamers (Long Series) HSS 21.25mm	10
231	Morse Taper Shank reamers (Long Series) HSS 21.50mm	10
232	Morse Taper Shank reamers (Long Series) HSS 21.75mm	10
233	Morse Taper Shank reamers (Long Series) HSS 22mm	10
234	Morse Taper Shank reamers (Long Series) HSS 22.25mm	3
235	Morse Taper Shank reamers (Long Series) HSS 22.50mm	3
236	Morse Taper Shank reamers (Long Series) HSS 22.75mm	3
237	Morse Taper Shank reamers (Long Series) HSS 23mm	3
238	Morse Taper Shank reamers (Long Series) HSS 23.25mm	3
239	Morse Taper Shank reamers (Long Series) HSS 23.50mm	3
240	Morse Taper Shank reamers (Long Series) HSS 23.75mm	3
241	Morse Taper Shank reamers (Long Series) HSS 24mm	3
242	Morse Taper Shank reamers (Long Series) HSS 24.25mm	3
243	Morse Taper Shank reamers (Long Series) HSS 24.50mm	3
244	Morse Taper Shank reamers (Long Series) HSS 24.75mm	3
245	Morse Taper Shank reamers (Long Series) HSS 25mm	3

246	Morse Taper Shank reamers (Long Series) HSS 10.25mm taper start of 1% or 1:100	15
247	Morse Taper Shank reamers (Long Series) HSS 10.50mm taper start of 1% or 1:100	15
248	Morse Taper Shank reamers (Long Series) HSS 10.75mm taper start of 1% or 1:100	15
249	Morse Taper Shank reamers (Long Series) HSS 11mm taper start of 1% or 1:100	15
250	Morse Taper Shank reamers (Long Series) HSS 11.25mm taper start of 1% or 1:100	15
251	Morse Taper Shank reamers (Long Series) HSS 11.50mm taper start of 1% or 1:100	15
252	Morse Taper Shank reamers (Long Series) HSS 11.75mm taper start of 1% or 1:100	15

LINE ITEM NO.	Component Description	QUANTITY
253	Morse Taper Shank reamers (Long Series) HSS 12mm taper start of 1% or 1:100	15
254	Morse Taper Shank reamers (Long Series) HSS 12.25mm taper start of 1% or 1:100	15
255	Morse Taper Shank reamers (Long Series) HSS 12.50mm taper start of 1% or 1:100	15
256	Morse Taper Shank reamers (Long Series) HSS 12.75mm taper start of 1% or 1:100	15
257	Morse Taper Shank reamers (Long Series) HSS 13.00mm taper start of 1% or 1:100	15
258	Morse Taper Shank reamers (Long Series) HSS 13.25mm taper start of 1% or 1:100	15
259	Morse Taper Shank reamers (Long Series) HSS 13.50mm taper start of 1% or 1:100	15
260	Morse Taper Shank reamers (Long Series) HSS 13.75mm taper start of 1% or 1:100	15
261	Morse Taper Shank reamers (Long Series) HSS 14mm taper start of 1% or 1:100	15
262	Morse Taper Shank reamers (Long Series) HSS 14.25mm taper start of 1% or 1:100	15
263	Morse Taper Shank reamers (Long Series) HSS 14.50mm taper start of 1% or 1:100	15
264	Morse Taper Shank reamers (Long Series) HSS 14.75mm taper start of 1% or 1:100	15
265	Morse Taper Shank reamers (Long Series) HSS 15mm taper start of 1% or 1:100	15
266	Morse Taper Shank reamers (Long Series) HSS 15.25mm taper start of 1% or 1:100	15
267	Morse Taper Shank reamers (Long Series) HSS 15.50mm taper start of 1% or 1:100	15
268	Morse Taper Shank reamers (Long Series) HSS 15.75mm taper start of 1% or 1:100	15
269	Morse Taper Shank reamers (Long Series) HSS 16mm taper start of 1% or 1:100	15

270	Morse Taper Shank reamers (Long Series) HSS 16.25mm taper start of 1% or 1:100	15
271	Morse Taper Shank reamers (Long Series) HSS 16.50mm taper start of 1% or 1:100	15
272	Morse Taper Shank reamers (Long Series) HSS 16.75mm taper start of 1% or 1:100	15
273	Morse Taper Shank reamers (Long Series) HSS 17mm taper start of 1% or 1:100	15
274	Morse Taper Shank reamers (Long Series) HSS 17.25mm taper start of 1% or 1:100	15
275	Morse Taper Shank reamers (Long Series) HSS 17.50mm taper start of 1% or 1:100	15
276	Morse Taper Shank reamers (Long Series) HSS 17.75mm taper start of 1% or 1:100	15
277	Morse Taper Shank reamers (Long Series) HSS 18mm taper start of 1% or 1:100	15
278	Morse Taper Shank reamers (Long Series) HSS 18.25mm taper start of 1% or 1:100	15
279	Morse Taper Shank reamers (Long Series) HSS 18.50mm taper start of 1% or 1:100	15
280	Morse Taper Shank reamers (Long Series) HSS 18.75mm taper start of 1% or 1:100	15

LINE ITEM NO.	Component Description	QUANTITY
281	Morse Taper Shank reamers (Long Series) HSS 19mm taper start of 1% or 1:100	15
282	Morse Taper Shank reamers (Long Series) HSS 19.25mm taper start of 1% or 1:100	15
283	Morse Taper Shank reamers (Long Series) HSS 19.50mm taper start of 1% or 1:100	15
284	Morse Taper Shank reamers (Long Series) HSS 19.75mm taper start of 1% or 1:100	15
285	Morse Taper Shank reamers (Long Series) HSS 20mm taper start of 1% or 1:100	15
286	Morse Taper Shank reamers (Long Series) HSS 20.25mm taper start of 1% or 1:100	15
287	Morse Taper Shank reamers (Long Series) HSS 20.50mm taper start of 1% or 1:100	15
289	Morse Taper Shank reamers (Long Series) HSS 20.75mm taper start of 1% or 1:100	15
290	Morse Taper Shank reamers (Long Series) HSS 21mm taper start of 1% or 1:100	3
291	Morse Taper Shank reamers (Long Series) HSS 21.25mm taper start of 1% or 1:100	3
292	Morse Taper Shank reamers (Long Series) HSS 21.50mm taper start of 1% or 1:100	3
293	Morse Taper Shank reamers (Long Series) HSS 21.75mm taper start of 1% or 1:100	3
294	Morse Taper Shank reamers (Long Series) HSS 22mm taper start of 1% or 1:100	3

295	Morse Taper Shank reamers (Long Series) HSS 22.25mm taper start of 1% or 1:100	3
296	Morse Taper Shank reamers (Long Series) HSS 22.50mm taper start of 1% or 1:100	3
297	Morse Taper Shank reamers (Long Series) HSS 22.75mm taper start of 1% or 1:100	3
298	Morse Taper Shank reamers (Long Series) HSS 23mm taper start of 1% or 1:100	3
299	Morse Taper Shank reamers (Long Series) HSS 23.25mm taper start of 1% or 1:100	3
300	Morse Taper Shank reamers (Long Series) HSS 23.50mm taper start of 1% or 1:100	3
301	Morse Taper Shank reamers (Long Series) HSS 23.75mm taper start of 1% or 1:100	3
302	Morse Taper Shank reamers (Long Series) HSS 24mm taper start of 1% or 1:100	3
303	Morse Taper Shank reamers (Long Series) HSS 24.25mm taper start of 1% or 1:100	3
304	Morse Taper Shank reamers (Long Series) HSS 24.50mm taper start of 1% or 1:100	3
305	Morse Taper Shank reamers (Long Series) HSS 24.75mm taper start of 1% or 1:100	3
306	Morse Taper Shank reamers (Long Series) HSS 25mm taper start of 1% or 1:100	3
307	Manufacture Jacking Pins using Pax2 material or suitable alternative with hardness of 52-56HRC. Pin sizes varies from 7.50mm in diameter of various lengths to be supplied by ERI up to a maximum diameter of 19.50mm working with increments of 0.50mm	25 of each type

LINE ITEM NO.	Component Description	QUANTITY
308	Manufacture root pins with diameter of 10.25mm taper start 1% or 1:100 various lengths up to a maximum diameter of 25mm working with increments of 0.25. Material for pins is 1.4913 or X19CrMoVNbN11-1 or X40MnCr18	600 per rotor
309	Metal cutting lubricant which doubles tool life	25L x 10

1.1 Purchaser's design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

1.2 Procedure for submission and acceptance of Supplier's design

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

1.3 Other requirements of the *Supplier's* design

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

1.4 Use of *Supplier's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

1.5 Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, if there are any specific requirements they could be stated here.

1.6 Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. State whether the tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination. Note, *Supplier* may not restrict *Supply Manager's* right to witness tests per clause 25.2

1.7 Other tests and inspections and commissioning in place of use

Describe any other tests and inspections that may be required, specifically in the place of use. If the *Supplier* is to commission the *goods* in the place of use after Delivery, describe the process here. If he is only required to witness and report on the commissioning done by others, this would be included as a service in section 4 below.

1.8 Operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

2 Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

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

3 Specification of the services to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery commissioning and monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

4 Constraints on how the *Supplier* Provides the Goods

4.1 Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

4.2 Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

4.3 Marking the goods

If this contract requires the *goods* be paid for before they are brought within the Delivery Place, core clause 71.1 requires that the Goods Information state how the *Supplier* is to "mark" the *goods*

4.4 Constraints at the delivery place and place of use

State any constraints on how the *Supplier* is to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work. Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here.

4.5 Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Supplier's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* contractor's on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

4.7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

The following text could be used as a model for this section:

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</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.

4.8 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from SC who issues what to whom.

4.9 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

4.10 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

4.11 Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4.12 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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

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

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

4.13 Insurance provided by the *Purchaser*

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

4.14 Contract change management

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

4.15 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.

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

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

5 Procurement

5.1 Subcontracting

5.1.1 Preferred subcontractors

SC does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or sub-suppliers the *Supplier* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards for the *goods*.

5.1.2 Limitations on subcontracting

The *Purchaser* may require that the *Supplier* must subcontract certain specialised work, or that the *Supplier* shall not subcontract more than a specified proportion of the whole of the contract.

5.1.3 Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Purchaser* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

5.1.4 Other requirements related to procurement

Other requirements such as ASGISA or socio political enhancements the *Supplier* is to provide as part of Providing the Goods and Services (if any) could be included here.

6 List of drawings

6.1 Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

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.