

NEC3 Supply Contract (SC3)

Between

ESKOM ROTeK INDUSTRIES SOC Ltd
(Reg No. 1990/006897/30)

and

(Reg No.)

for

Supply of Transformer Insulation Material for a period of Five (5)
years on as and when basis.

Contents:

No of pages

Part C1

Agreements & Contract Data

[•]

Part C2

Pricing Data

[•]

Part C3

Scope of Work

[•]

CONTRACT No.

PART C1: **AGREEMENTS & CONTRACT DATA**

Contents:			No of pages
C1.1	Form of Offer and Acceptance		[•]
C1.2a	Contract Data provided by the Purchaser		[•]
C1.2b	Contract Data provided by the Supplier		[•]

I

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 of Transformer Insulation Material for period of Five (5) years on as and when required basis.

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	Rate based
	Value Added Tax @ 15% is	Rate based
	The offered total of the amount due inclusive of VAT is ¹	Rate based
	(in words) [•]	

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

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*.

Signature(s)

Name(s)

Capacity

For the
tenderer:Name &
signature of
witness(Insert name and address of
organisation)

Date

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) Phumlani Zulu

Capacity General Manager

**for the
Purchaser**
(Eskom RoteK Industries,
Roshland Officer Park
Lower Germiston Road
Rosherville

Name &
signature of
witness Date

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

Note:

This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.

The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

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

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

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

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

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Phumlani Zulu

General Manager


Eskom Rotek Industries,
Roshland Officer Park
Lower Germiston Road
Rosherville

C1.2 SC3 Contract Data


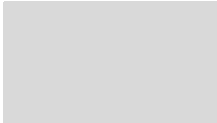
Part one - Data provided by the Purchaser

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

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.

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.

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
	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 Purchaser is (name):	Eskom RoteK Industries SOC Ltd

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

	Address	(Reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa Roshland Office Park Lower Germiston Road Rosherville
	Tel No.	011 629 4000
	Fax No.	[●]
10.1	The Supply Manager is (name):	[●] Tsenoli Tiheli
	Address	Roshland Office Park Lower Germiston Road Rosherville
	Tel	011 629 4000
	Fax	[●]
	e-mail	[●]
11.2(13)	The goods are	Supply of Transformer Insulation
11.2(13)	The services are	
11.2(14)	The following matters will be included in the Risk Register	Late rendering of service..
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 law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	7 days

2 The Supplier's main responsibilities

Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

30.1	The starting date is.	July 2025		
30.1	The delivery date of the goods and services is:	goods and services		delivery date
		1	Supply of Insulation Material Equipment.	As and when required
		2		
30.2	The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date.	[no data required]		
31.1	The Supplier is to submit a first programme for acceptance within	[•]N/A		
32.2	The Supplier submits revised programmes at intervals no longer than	[•]N/A		

4 Testing and defects

42	The defects date is	01 weeks after Delivery.
43.2	The defect correction period is	52 weeks

5 Payment

50.1	The assessment interval is	between the 25TH day of each successive month.
51.1	The currency of this contract is the	South African Rand
51.2	The period within which payments are made is	30 days from date of the tax invoice.
51.4	The interest rate is	the publicly quoted prime rate of interest (calculated on a 365-day year)

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

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional Purchaser's risks	1. Late deliveries. 2. Quality of delivered product. 3. Cross contamination.
84.1	The Purchaser provides these insurances from the Insurance Table 1. Insurance against Cover / indemnity is	See notes about Purchaser provided insurance in Annexure B to this Contract Data Loss of or damage to the goods, plant and materials. Overseas shipment / transit insurance (only) to cover events at the

Supplier's risk (if any) after the goods have left the Supplier's overseas premises. See notes in Annexure B

If this contract includes the supervision of installation, testing, commissioning or building work at the Purchaser's premises, the Purchaser also provides cover for physical loss of or damage to the Purchaser's surrounding property including any temporary work required to complete the Delivery.

See notes in data for clause 88.2 below and Annexure B

The deductibles are		
84.1	The Supplier provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the Purchaser is:	
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is:	<p>whatever the Supplier deems necessary in addition to that provided by the Purchaser for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However, if the Supplier is exposed to damage to the Purchaser's property the cover limit amount is not less than</p> <p>R15 million (fifteen million Rand) for exposure to Generation Division property. R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and.</p> <ul style="list-style-type: none"> R1 million (one million Rand) for exposure to Distribution Division and all other Purchaser's property <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The Supplier's liability to the Purchaser for indirect or	

	consequential loss, including loss of profit, revenue and goodwill is limited to	
88.2	For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to	<p>R0.0 (zero Rand)</p> <p>(1) for the Purchaser's existing and surrounding property in the care, custody and control of the Supplier the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>and</p> <p>(2) for all other existing Purchaser's property, the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property. • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R1 million (one million Rand) for Distribution Division and all other Purchaser's property <p>See notes in Annexure B</p>
88.3	The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to:	The total of the price
88.4	The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Purchaser Order value
88.5	The end of liability date is	52 week after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The Adjudicator 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 Adjudicator nominating body 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 tribunal is:	arbitration
94.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	[●] Johannesburg, South Africa
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
10	Data for Option clauses	
X1	Price adjustment for inflation	
X1.1	The base date for indices is	
	The proportions used to calculate the Price Adjustment Factor are:	

Indices	Scope of Index	Proportion
SEIFSA Table C-3	Labour	15%
SEIFSA Table P-2	Materials	70%
	Fixed	15%
		See Annexure C
X2	Changes in the law	
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date
X7	Delay damages	

X7.1	Delay damages for Delivery are	0,2% per day to the maximum of 10% of the Purchase Order Value.	
Z	The additional conditions of contract are	Z1 to Z12 always apply for Eskom	

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the Supplier's legal status, ownership or any other change to his business composition or business dealings results in a change to the Supplier's B-BBEE status, the Supplier notifies the Purchaser within seven days of the change.

- Z3.2 The Supplier is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Supply Manager within thirty days of the notification or as otherwise instructed by the Supply Manager.
- Z3.3 Where, as a result, the Supplier's B-BBEE status has decreased since the Contract Date the Purchaser may either re-negotiate this contract or alternatively, terminate the Supplier's obligation to Provide the Goods and Services.
- Z3.4 Failure by the Supplier to notify the Purchaser of a change in its B-BBEE status may constitute a reason for termination. If the Purchaser terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
- Z4 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

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	Rosherville or stipulated site

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 Supplier's obligations	B	The Purchaser's 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

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

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

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:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

ANNEXURE C – Price adjustment

The following criteria will be applied for price adjustments and inflation:

Oil prices per liter will be reviewed quarterly after the inception of the contract and any movement either downward or upward by more than 3.5% will trigger an appropriate price adjustment.

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:

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.

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

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

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 Supplier is (Name): Address Tel No. Fax No.	(Reg No.
11.2(8)	The Goods Information for the Supplier's design is in:	
11.2(11)	The tendered total of the Prices is	R , Rate Based. (in words)
11.2(12)	The price schedule is in:	Rate Based.
11.2(14)	The following matters will be included in the Risk Register	1. Late render of service. .
25.2	The restrictions to access for the Supply Manager and Others to work being done for this contract are	N/A
30.1	The delivery date of the goods and services is:	As per Agreement.

31.1	The programme identified in the Contract Data is contained in:	N/A

PART 2: PRICING DATA

NEC3 Supply Contract

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

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	<p>(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.</p> <p>(12) The Price Schedule is the price schedule unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the Supplier has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate, plus other amounts to be paid to the Supplier, less amounts to be paid by or retained from the Supplier. <p>Any tax which the law requires the Purchaser to pay to the Supplier 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

The total of the Prices

Contract Name:	PR Ref No

Item		Unit	Estimate Quantity	Allowable	
				Current Rate	Value
1	BOARD INSLTN:2.1 M;3.2 M;1 MM;CELLULOSE3200 X 2100 X 1.0 mm	Each	765	R 0.00	0.00
2	BOARD INSLTN:2.1 M;3.2 M;1.5 MM;T43200 X 2100 X 1.5 mm	Each	10	R 0.00	0.00
3	BOARD INSLTN:2.1 M;3.2 M;2 MM;CELLULOSE3200 X 2100 X 2.0 mm	Each	458	R 0.00	0.00
4	BOARD INSLTN:2.1 M;3.2 M;3 MM;CELLULOSE3200 X 2100 X 3.0 mm	Each	625	R 0.00	0.00
5	BOARD INSLTN:2.1 M;3.2 M;4 MM;CELLULOSE3200 X 2100 X 4.0 mm	Each	19	R 0.00	0.00
6	BOARD:T4;2.1 M;3.2 M;5 MM;CELLULOSE3200 X 2100 X 5.0 mm	Each	83	R 0.00	0.00
7	BOARD INSLTN:2.1 M;3.2 M;6 MM;CELLULOSE3200 X 2100 X 6.0 mm	Each	90	R 0.00	0.00
8	BOARD INSLTN:2.1 M;3.2 M;7 MM;CELLULOSE3200 X 2100 X 7.0 mm	Each	10	R 0.00	0.00
9	BOARD INSLTN:2.1 M;3.2 M;8 MM;CELLULOSE3200 X 2100 X 8.0 mm	Each	11	R 0.00	0.00
10	BOARD INSLTN:2.1 M;3.2 M;9 MM;CELLULOSE3200 X 2100 X 9.0 mm	Each	10	R 0.00	0.00
11	BOARD INSLTN:2.1 M;3.2 M;10 MM;CELLULOSE3200 X 2100 X 10.0 mm	Each	39	R 0.00	0.00
12	BOARD INSLTN:2.1 M;3.2 M;12 MM;CELLULOSE3200 X 2100 X 12.0 mm	Each	10	R 0.00	0.00
13	BOARD INSLTN:2.1 M;3.2 M;14 MM;CELLULOSE3200 X 2100 X 15.0 mm	Each	10	R 0.00	0.00
14	BOARD INSLTN:2.1 M;3.2 M;20 MM;CELLULOSE3200 X 2100 X 20.0 mm	Each	61	R 0.00	0.00
15	BOARD INSLTN:2.1 M;3.2 M;30 MM;LAM CAS3201 X 2100 X 30.0 mm	Each	35	R 0.00	0.00
16	BOARD INSLTN:2.1 M;3.2 M;20 MM;LAM POL3200 X 2100 X 20.0 mm	Each	5	R 0.00	0.00
17	BOARD INSLTN:2.1 M;3.2 M;30 MM;LAM POL3200 X 2100 X 30.0 mm	Each	5	R 0.00	0.00

CONTRACT TITLE

18	CYLINDER:OD0- 470XLG2080XTHK2 MM;CLS2080 Long 2mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
19	CYLINDER:OD0- 470XLG2080XTHK3 MM;CLS2080 Long 3mm thick $O\varnothing < 470$ mm	Each	46	R 0.00	0.00
20	CYLINDER:OD0- 470XLG2080XTHK4 MM;CLS2080 Long 4mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
21	CYLINDER:OD0- 470XLG2080XTHK5 MM;CLS2080 Long 5mm thick $O\varnothing < 470$ mm	Each	26	R 0.00	0.00
22	CYLINDER:OD0- 470XLG3200XTHK2 MM;CLS3200 Long 2mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
23	CYLINDER:OD0- 470XLG3200XTHK3 MM;CLS3200 Long 3mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
24	CYLINDER:OD0- 470XLG3200XTHK4 MM;CLS3200 Long 4mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
25	CYLINDER:OD0- 470XLG3200XTHK5 MM;CLOSE3200 Long 5mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
26	CYLINDER:OD470- 970XLG2080XTHK2 MM;CLS2080 Long 2mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
27	CYLINDER:OD470- 970XLG2080XTHK3 MM;CLS2080 Long 3mm thick $470 \leq O\varnothing < 970$ mm	Each	164	R 0.00	0.00
28	CYLINDER:OD470- 970XLG2080XTHK4 MM;CLS2080 Long 4mm thick $470 \leq O\varnothing < 970$ mm	Each	21	R 0.00	0.00
29	CYLINDER:OD470- 970XLG2080XTHK5 MM;CLS2080 Long 5mm thick $470 \leq O\varnothing < 970$ mm	Each	143	R 0.00	0.00
30	CYLINDER:OD470- 970XLG3200XTHK2 MM;CLS3200 Long 2mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
31	CYLINDER:OD470- 970XLG3200XTHK3 MM;CLS3200 Long 3mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
32	CYLINDER:OD470- 970XLG3200XTHK4 MM;CLS3200 Long 4mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
33	CYLINDER:OD470- 970XLG3200XTHK5 MM;CLS3200 Long 5mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
34	CYLINDER:OD970-1270XLG3200XTHK3 MM;CLS2080 Long 3mm thick $970 \leq O\varnothing < 1270$ mm	Each	22	R 0.00	0.00
35	CYLINDER:OD970-1270XLG2080XTHK4 MM;CLS2080 Long 4mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
36	CYLINDER:970-1270XLG2080XTHK5 MM;CLOSE2080 Long 5mm thick $970 \leq O\varnothing < 1270$ mm	Each	31	R 0.00	0.00
37	CYLINDER:OD970-1270XLG3200XTHK3 MM;CLS3200 Long 3mm thick $970 \leq O\varnothing < 1270$ mm	Each	27	R 0.00	0.00
38	CYLINDER:OD970-1270XLG3200XTHK4 MM;CLS3200 Long 4mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
39	CYLINDER:OD970-1270XLG3200XTHK5 MM;CLS3200 Long 5mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
40	CYLINDER:OD0- 470XLG2080XTHK2 MM;OPN2080 Long 2mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
41	CYLINDER:OD0- 470XLG2080XTHK3 MM;OPN2080 Long 3mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00

CONTRACT TITLE

42	CYLINDER:OD0- 470XLG2080XTHK4 MM;OPN2080 Long 4mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
43	CYLINDER:OD0- 470XLG2080XTHK5 MM;OPN2080 Long 5mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
44	CYLINDER:OD0- 470XLG3200XTHK2 MM;OPN3200 Long 2mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
45	CYLINDER:OD0- 470XLG3200XTHK3 MM;OPN3200 Long 3mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
46	CYLINDER:OD0- 470XLG3200XTHK4 MM;OPN3200 Long 4mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
47	CYLINDER:OD0- 470XLG3200XTHK5 MM;OPN3200 Long 5mm thick $O\varnothing < 470$ mm	Each	3	R 0.00	0.00
48	CYLINDER:OD470-970XLG2080XTHK2 MM;OPN2080 Long 2mm thick $470 \leq O\varnothing < 970$ mm	Each	27	R 0.00	0.00
49	CYLINDER:OD470- 970XLG2080XTHK3 MM;OPN2080 Long 3mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
50	CYLINDER:OD470-970XLG2080XTHK4 MM;OPN2080 Long 4mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
51	CYLINDER:OD470-970XLG2080XTHK5 MM;OPN2080 Long 5mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
52	CYLINDER:OD470-970XLG3200XTHK2 MM;OPN3200 Long 2mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
53	CYLINDER:OD470-970XLG3200XTHK3 MM;OPN3200 Long 3mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
54	CYLINDER:OD470-970XLG3200XTHK4 MM;OPN3200 Long 4mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
55	CYLINDER:OD470-970XLG3200XTHK5 MM;OPN3200 Long 5mm thick $470 \leq O\varnothing < 970$ mm	Each	3	R 0.00	0.00
56	CYLINDER:OD970-1270XLG2080XTHK3 MM;OPN2080 Long 3mm thick $970 \leq O\varnothing < 1270$ mm	Each	46	R 0.00	0.00
57	CYLINDER:OD970-1270XLG2080XTHK4 MM;OPN2080 Long 4mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
58	CYLINDER:OD970-1270XLG2080XTHK5 MM;OPN2080 Long 5mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
59	CYLINDER:OD970-1270XLG3200XTHK3 MM;OPN3200 Long 3mm thick $970 \leq O\varnothing < 1270$ mm	Each	27	R 0.00	0.00
60	CYLINDER:OD970-1270XLG3200XTHK4 MM;OPN3200 Long 4mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
61	CYLINDER:OD970-1270XLG3200XTHK5 MM;OPN3200 Long 5mm thick $970 \leq O\varnothing < 1270$ mm	Each	3	R 0.00	0.00
62	STICK:WD25.0XLG1040XTHK6 MM;T;CELLULOSE1040 X 26.5 X 6 mm	Each	36	R 0.00	0.00
63	STICK:WD25.0XLG1500XTHK6 MM;T;CELLULOSE1500 X 26.5 X 6 mm	Each	120	R 0.00	0.00
64	STICK:WD25.0XLG2100XTHK6 MM;T;CELLULOSE2100 X 26.5 X 6 mm	Each	36	R 0.00	0.00
65	STICK:WD25.0XLG3000XTHK6 MM;T;CELLULOSE3000 X 26.5 X 6 mm	Each	96	R 0.00	0.00

CONTRACT TITLE

66	STICK:WD26.4XLG1040XTHK7 MM;T;CELLULOSE1040 X 26.5 X 7 mm	Each	20	R 0.00	0.00
67	STICK:WD26.4XLG1500XTHK7 MM;T;CELLULOSE1500 X 26.5 X 7 mm	Each	48	R 0.00	0.00
68	STICK:WD26.4XLG2100XTHK7 MM;T;CELLULOSE2100 X 26.5 X 7 mm	Each	48	R 0.00	0.00
69	STICK:WD26.4XLG3000XTHK7 MM;T;CELLULOSE3000 X 26.5 X 7 mm	Each	24	R 0.00	0.00
70	STICK:WD26.5XLG1040XTHK8 MM;T;CELLULOSE1040 X 26.5 X 8 mm	Each	30	R 0.00	0.00
71	STICK:WD26.5XLG1500XTHK8 MM;T;CELLULOSE1500 X 26.5 X 8 mm	Each	834	R 0.00	0.00
72	STICK:WD26.5XLG2100XTHK8 MM;T;CELLULOSE2100 X 26.5 X 8 mm	Each	1110	R 0.00	0.00
73	STICK:WD26.5XLG3000XTHK8 MM;T;CELLULOSE3000 X 26.5 X 8 mm	Each	568	R 0.00	0.00
74	STICK:WD 26.5 MM X LG 1.76 M X THK 9 MM2100 X 26.5 X 9 mm	Each	96	R 0.00	0.00
75	STICK:WD26.5XLG1040XTHK10 MM;T;CELLULOSE1040 X 26.5 X 10 mm	Each	20	R 0.00	0.00
76	STICK:WD26.5XLG1500XTHK10 MM;T;CELLULOSE1500 X 26.5 X 10 mm	Each	20	R 0.00	0.00
77	STICK:WD26.5XLG2100XTHK10 MM;T;CELLULOSE2100 X 26.5 X 10 mm	Each	468	R 0.00	0.00
78	STICK:WD26.5XLG3000XTHK10 MM;T;CELLULOSE3000 X 26.5 X 10 mm	Each	126	R 0.00	0.00
79	STICK:WD26.5XLG1040XTHK11 MM;T;CELLULOSE1040 X 26.5 X 11 mm	Each	72	R 0.00	0.00
80	STICK:WD26.5XLG1500XTHK11 MM;T;CELLULOSE1500 X 26.5 X 11 mm	Each	138	R 0.00	0.00
81	STICK:WD26.5XLG2100XTHK11 MM;T;CELLULOSE2100 X 26.5 X 11 mm	Each	456	R 0.00	0.00
82	STICK:WD26.5XLG3000XTHK11 MM;T;CELLULOSE3000 X 26.5 X 11 mm	Each	888	R 0.00	0.00
83	STICK:WD26.5XLG1040XTHK12 MM;T;CELLULOSE1040 X 26.5 X 12 mm	Each	20	R 0.00	0.00
84	STICK:WD26.5XLG1500XTHK12 MM;T;CELLULOSE1500 X 26.5 X 12 mm	Each	150	R 0.00	0.00
85	STICK:WD26.5XLG2100XTHK12 MM;T;CELLULOSE2100 X 26.5 X 12 mm	Each	96	R 0.00	0.00
86	STICK:WD26.5XLG3000XTHK12 MM;T;CELLULOSE3000 X 26.5 X 12 mm	Each	48	R 0.00	0.00
87	BAND:CLACK;WD 6 MM;LG 6120 M;THK 5 MM6.0 X 5 mm	Each	6120	R 0.00	0.00
88	BAND:CLACK;WD 7 MM;LG 1 M;THK 5 MM7.0 X 5 mm	Each	100	R 0.00	0.00
89	BAND:CLACK;WD 7.5 MM;LG 1 M;THK 5 MM7.5 X 5 mm	Each	100	R 0.00	0.00

CONTRACT TITLE

90	BAND:CLACK;WD 8 MM;LG 1 M;THK 5 MM8.0 X 5 mm	Each	690	R 0.00	0.00
91	BAND:CLACK;WD 8.5 MM;LG 1;THK 5 MM8.5 X 5 mm	Each	100	R 0.00	0.00
92	BAND:CLACK;WD 9 MM;LG 1 M;THK 5 MM9.0 X 5 mm	Each	100	R 0.00	0.00
93	BAND:CLACK;WD 9.5 MM;LG 1 M;THK 5 MM9.5 X 5 mm	Each	100	R 0.00	0.00
94	BAND:CLACK;WD 10 MM;LG 1 M;THK 5 MM10.0 X 5 mm	Each	1860	R 0.00	0.00
95	BAND:CLACK;WD 10.5 MM;LG 1 M;THK 5 MM10.5 X 5 mm	Each	100	R 0.00	0.00
96	BAND:CLACK;WD 11 MM;LG 1 M;THK 5 MM11.0 X 5 mm	Each	1500	R 0.00	0.00
97	BAND:CLACK;WD 11.5 MM;LG 1 M;THK 5 MM11.5 X 5 mm	Each	100	R 0.00	0.00
98	BAND:CLACK;WD 12 MM;LG 1 M;THK 5 MM12.0 X 5 mm	Each	4050	R 0.00	0.00
99	BAND:CLACK;WD 12.5 MM;LG 1;THK 5 MM12.5 X 5 mm	Each	100	R 0.00	0.00
100	BAND:CLACK;WD 13 MM;LG 1 M;THK 5 MM13.0 X 5 mm	Each	100	R 0.00	0.00
101	BAND:CLACK;WD 13.5 MM;LG 1 M;THK 5 MM13.5 X 5 mm	Each	100	R 0.00	0.00
102	BAND:CLACK;WD 14 MM;LG 1 M;THK 5 MM14.0 X 5 mm	Each	1800	R 0.00	0.00
103	BAND:CLACK;WD 14.4 MM;LG 1041 M;THK 5 MM14.5 X 5 mm	Each	2082	R 0.00	0.00
104	BAND:CLACK;WD 15 MM;LG 1 M;THK 5 MM15.0 X 5 mm	Each	1500	R 0.00	0.00
105	STRIP:CLACK;WD 38 MM;LG 1.96 M;THK 1 MM1960 X 38 X 1 mm	Each	685	R 0.00	0.00
106	STRIP:CLACK;WD 38 MM;LG 1.96 M;THK 2 MM1960 X 38 X 2 mm	Each	16338	R 0.00	0.00
107	STRIP:CLACK;WD 38 MM;LG 1.96 M;THK 3 MM1960 X 38 X 3 mm	Each	9085	R 0.00	0.00
108	STRIP:CLCK;WD 50 MM;LG 1.96 M;THK 1.5 MM1960 X 50 X 1 mm	Each	100	R 0.00	0.00
109	STRIP:CLACK;WD 50 MM;LG 1.96 M;THK 2 MM1960 X 50 X 2 mm	Each	3325	R 0.00	0.00
110	STRIP:CLACK;WD 50 MM;LG 1.96 M;THK 3 MM1960 X 50 X 3 mm	Each	4650	R 0.00	0.00
111	STRIP:CLCK;WD 60 MM;LG 1.96 M;THK 1.5 MM1960 X 60 X 1 mm	Each	100	R 0.00	0.00
112	STRIP:CLACK;WD 60 MM;LG 1.96 M;THK 2 MM1960 X 60 X 2 mm	Each	4103	R 0.00	0.00
113	STRIP:CLACK;WD 60 MM;LG 1.96 M;THK 3 MM1960 X 60 X 3 mm	Each	3945	R 0.00	0.00

CONTRACT TITLE

114	STRIP:CLACK;WD 50 MM;LG 2.07 M;THK 2 MM2070 X 50 X 2 mm	Each	100	R 0.00	0.00
115	STRIP:CLCK;WD 50 MM;LG 2.07 M;THK 3 MM2070 X 50 X 3 mm	Each	100	R 0.00	0.00
116	CLLR:OD0-500XTHK0.5 MM;CELLULOSE0.5 X OØ < 500 mm	Each	24	R 0.00	0.00
117	CLLR:OD0-500XTHK1 MM;CELLULOSE1.0 X OØ < 500 mm	Each	72	R 0.00	0.00
118	CLLR:OD500-1000XTHK0.5 MM;CELLULOSE0.5 X 500 ≤ OØ < 1000 mm	Each	54	R 0.00	0.00
119	CLLR:OD500-1000XTHK1 MM;CELLULOSE1.0 X 500 ≤ OØ < 1000 mm	Each	24	R 0.00	0.00
120	CLLR:OD1000-1600XTHK0.5 MM;CELLULOSE0.5 X 1000 ≤ OØ < 1600 mm	Each	72	R 0.00	0.00
121	CLLR:OD1000-1600XTHK1 MM;CELLULOSE1.0 X 1000 ≤ OØ < 1600 mm	Each	54	R 0.00	0.00
122	CLLR:OD0-500XTHK0.5 MM;CELLULOSE0.5 X OØ < 500 mm	Each	24	R 0.00	0.00
123	CLLR:OD0-500XTHK1 MM;CELLULOSE1.0 X OØ < 500 mm	Each	72	R 0.00	0.00
124	CLLR:OD500-1000XTHK0.5 MM;CELLULOSE0.5 X 500 ≤ OØ < 1000 mm	Each	54	R 0.00	0.00
125	CLLR:OD500-1000XTHK1 MM;CELLULOSE1.0 X 500 ≤ OØ < 1000 mm	Each	24	R 0.00	0.00
126	CLLR:OD1000-1600XTHK0.5 MM;CELLULOSE0.5 X 1000 ≤ OØ < 1600 mm	Each	72	R 0.00	0.00
127	CLLR:OD1000-1600XTHK1 MM;CELLULOSE1.0 X 1000 ≤ OØ < 1600 mm	Each	54	R 0.00	0.00
128	YOKE:INNER;OD0-500XTHK2 MM;CELLULOSE2.0 X OØ < 500 mm	Each	12	R 0.00	0.00
129	YOKE:INNER;OD0-500XTHK3 MM;CELLULOSE3.0 X OØ < 500 mm	Each	12	R 0.00	0.00
130	YOKE:INNER;OD0-500XTHK4 MM;CELLULOSE4.0 X OØ < 500 mm	Each	12	R 0.00	0.00
131	YOKE:INNER;OD500-1000XTHK2 MM;CELLULOSE2.0 X 500 ≤ OØ < 1000 mm	Each	45	R 0.00	0.00
132	YOKE:INNER;OD500-1000XTHK3 MM;CELLULOSE3.0 X 500 ≤ OØ < 1000 mm	Each	45	R 0.00	0.00
133	YOKE:INNER;OD500-1000XTHK4 MM;CELLULOSE4.0 X 500 ≤ OØ < 1000 mm	Each	45	R 0.00	0.00
134	YOKE:INNER;OD1000-1600XTHK2 MM;CELLULOSE2.0 X 1000 ≤ OØ < 1600 mm	Each	18	R 0.00	0.00
135	YOKE:INNER;OD1000-1600XTHK3 MM;CELLULOSE3.0 X 1000 ≤ OØ < 1600 mm	Each	18	R 0.00	0.00
136	YOKE:INNER;OD1000-1600XTHK4 MM;CELLULOSE4.0 X 1000 ≤ OØ < 1600 mm	Each	18	R 0.00	0.00
137	YOKE:OUTER;OD0-500XTHK2 MM;CELLULOSE2.0 X OØ < 500 mm	Each	6	R 0.00	0.00

CONTRACT TITLE

138	YOKE:OUTER;OD0-500XTHK3 MM;CELLULOSE3.0 X OØ < 500 mm	Each	6	R 0.00	0.00
139	YOKE:OUTER;OD0-500XTHK4 MM;CELLULOSE4.0 X OØ < 500 mm	Each	6	R 0.00	0.00
140	YOKE:OUTER;OD500-1000XTHK2 MM;CELLULOSE2.0 X 500 ≤ OØ < 1000 mm	Each	42	R 0.00	0.00
141	YOKE:OUTER;OD500-1000XTHK3 MM;CELLULOSE3.0 X 500 ≤ OØ < 1000 mm	Each	42	R 0.00	0.00
142	YOKE:OUTER;OD500-1000XTHK4 MM;CELLULOSE4.0 X 500 ≤ OØ < 1000 mm	Each	42	R 0.00	0.00
143	YOKE:OUTER;OD1000-1600XTHK2 MM;CELLULOSE2.0 X 1000 ≤ OØ < 1600 mm	Each	24	R 0.00	0.00
144	YOKE:OUTER;OD1000-1600XTHK3 MM;CELLULOSE3.0 X 1000 ≤ OØ < 1600 mm	Each	24	R 0.00	0.00
145	YOKE:OUTER;OD1000-1600XTHK4 MM;CELLULOSE4.0 X 1000 ≤ OØ < 1600 mm	Each	24	R 0.00	0.00
146	SUPPORT:END;HT0-500XTHK5 MM;CELLULOSEH ≤ 500 X 5 mm	Each	12	R 0.00	0.00
147	SUPPORT:END;HT0-500XTHK10 MM;CELLULOSEH ≤ 500 X 10 mm	Each	12	R 0.00	0.00
148	SUPPORT:END;HT0-500XTHK15 MM;CELLULOSEH ≤ 500 X 15 mm	Each	12	R 0.00	0.00
149	SUPPORT:END;HT0-500XTHK20 MM;CELLULOSEH ≤ 500 X 20 mm	Each	12	R 0.00	0.00
150	SUPPORT:END;HT500-1000XTHK5 MM;CELLULOSE500 < H ≤ 1000 X 5 mm	Each	12	R 0.00	0.00
151	SUPPORT:END;HT500-1000XTHK10 MM;TOP500 < H ≤ 1000 X 10 mm	Each	12	R 0.00	0.00
152	SUPPORT:END;HT500-1000XTHK15 MM;TOP500 < H ≤ 1000 X 15 mm	Each	12	R 0.00	0.00
153	SUPPORT:END;HT500-1000XTHK20 MM;TOP500 < H ≤ 1000 X 20 mm	Each	12	R 0.00	0.00
154	Insulation snout double shank transformer pre-compressed high density cellulose 2.0mm	Each	6	R 0.00	0.00
155	Insulation snout double shank transformer pre-compressed high density cellulose 3.0mm	Each	6	R 0.00	0.00
156	Insulation snout single shank transformer pre-compressed high density cellulose 3.0mm	Each	6	R 0.00	0.00
157	Insulation snout single shank transformer pre-compressed high density cellulose 2.0mm	Each	6	R 0.00	0.00
158	INSULATION:OD0-600XTHK10 MM;CELLULOSE10 X ODØ ≤ 600 mm	Each	20	R 0.00	0.00
159	INSULATION:OD0-600XTHK12 MM;CELLULOSE12 X ODØ ≤ 600 mm	Each	30	R 0.00	0.00
160	INSULATION:OD0-600XTHK18 MM;CELLULOSE18 X ODØ ≤ 600 mm	Each	30	R 0.00	0.00
161	INSULATION:OD0-600XTHK20 MM;CELLULOSE20 X ODØ ≤ 600 mm	Each	20	R 0.00	0.00

CONTRACT TITLE

162	INSULATION:OD600-1600XTHK10 MM;CELLULOSE10 X ODØ > 600 mm	Each	20	R 0.00	0.00
163	INSULATION:OD600-1600XTHK12 MM;CELLULOSE12 X ODØ > 600 mm	Each	30	R 0.00	0.00
164	INSULATION:OD600-1600XTHK18 MM;CELLULOSE18 X ODØ > 600 mm	Each	30	R 0.00	0.00
165	INSULATION:OD600-1600XTHK20 MM;CELLULOSE20 X ODØ > 600 mm	Each	20	R 0.00	0.00
166	INSULATION:OD0-600XTHK10 MM;CELLULOSE10 X OØ ≤ 600 mm	Each	20	R 0.00	0.00
167	INSULATION:OD0-600XTHK12 MM;CELLULOSE12 X OØ ≤ 600 mm	Each	30	R 0.00	0.00
168	INSULATION:OD0-600XTHK18 MM;CELLULOSE18 X OØ ≤ 600 mm	Each	30	R 0.00	0.00
169	INSULATION:OD0-600XTHK20 MM;CELLULOSE20 X OØ ≤ 600 mm	Each	20	R 0.00	0.00
170	INSULATION:OD600-1600XTHK10 MM;CELLULOSE10 X OØ > 600 mm	Each	20	R 0.00	0.00
171	INSULATION:OD600-1600XTHK12 MM;CELLULOSE12 X OØ > 600 mm	Each	30	R 0.00	0.00
172	INSULATION:OD600-1600XTHK18 MM;CELLULOSE18 X OØ > 600 mm	Each	30	R 0.00	0.00
173	INSULATION:OD600-1600XTHK20 MM;CELLULOSE20 X OØ > 600 mm	Each	20	R 0.00	0.00
174	100m X 20 X 0.3 mm	Each	126	R 0.00	0.00
175	TAPE:CREPE;WD20MMXLG100MXTHK 0.045MM100m X 20 X .045 mm	Each	1489	R 0.00	0.00
176	TAPE:CREPE;WD30MMXLG100MXTHK0.045MM100m X 30 X .045 mm	Each	900	R 0.00	0.00
177	TAPE:CREPE;WD20MMXLG100MXTHK 0.085MM100m X 20 X .085 mm	Each	443	R 0.00	0.00
178	TAPE:CREPE;WD30XLG100MXTHK0.085MM100m X 30 X .085 mm	Each	884	R 0.00	0.00
179	TAPE:REINFORCE GLASS;WD20MM X LG100M100m X 20 X 0.23 mm	Each	792	R 0.00	0.00
180	TAPE:REINFORCE GLASS;WD25MM X LG100M100m X 25 X 0.23 mm	Each	288	R 0.00	0.00
181	TAPE:REINFORCE GLASS;WD35MM X LG100M100m X 35 X 0.23 mm	Each	10	R 0.00	0.00
182	TAPE:REINFORCE GLASS;WD50MM X LG100M100m X 50 X 0.23 mm	Each	118	R 0.00	0.00
183	BOARD INSLTN:2.1 M;100 M/ROLL;0.5 MM100m X 2000 X 0.5 mm	Each	5	R 0.00	0.00
184	ROD THRDD:M10;METRIC;LG 1.9 M;DUROSTONEM10 X 1880 mm	Each	5	R 0.00	0.00
185	ROD THRDD:M12;METRIC;LG 1.9 M;DUROSTONEM12 X 1880 mm	Each	5	R 0.00	0.00

CONTRACT TITLE

186	ROD THRDD:M16;METRIC;LG 1.9 M;DUROSTONEM16 X 2000 mm	Each	5	R 0.00	0.00
187	NUT SQ:M10;METRIC;20 MM;DUROSTONEM10 X 19 X 19 X 10 mm	Each	5	R 0.00	0.00
188	NUT SQ:M12;METRIC;24 MM;DUROSTONEM12 X 22 X 22 X 16 mm	Each	5	R 0.00	0.00
189	NUT SQ:M16;METRIC;32 MM;DUROSTONEM16 X 27 X 27 X 20 mm	Each	210	R 0.00	0.00
190	sheet (Fibreglass laminate epoxy resin (G10/FR4)) 2mm	Each	20	R 0.00	0.00
191	sheet (Fibreglass laminate epoxy resin (G10/FR4)) 3mm	Each	20	R 0.00	0.00
192	sheet (Fibreglass laminate epoxy resin (G10/FR4))4mm	Each	300	R 0.00	0.00
193	Washer (Fibreglass laminate epoxy resin (G10/FR4)) 2 x OD 60mm	Each	300	R 0.00	0.00
194	Washer (Fibreglass laminate epoxy resin (G10/FR4)) 3 x OD 60mm	Each	300	R 0.00	0.00
195	Washer (Fibreglass laminate epoxy resin (G10/FR4)) 2 x OD 120mm	Each	300	R 0.00	0.00
196	Washer (Fibreglass laminate epoxy resin (G10/FR4)) 3 x OD 60mm	Each	300	R 0.00	0.00
197	Tub - Tufnol 1000 X OD 20 X 2 mm	Each	300	R 0.00	0.00
198	Tub - Tuf 1000 X OD 24 X 2 mm	Each	300	R 0.00	0.00
199	Casein glue 5 Litre	Litre	50	R 0.00	0.00
200	Casein glue 10 Litre	Litre	50	R 0.00	0.00
201	Casein glue 20 Litre	Litre	50	R 0.00	0.00
202	Ipacol 5 Litre	Litre	50	R 0.00	0.00
203	Ipacol 10 Litre	Litre	50	R 0.00	0.00
204	Ipacol 20 Litre	Litre	50	R 0.00	0.00
SUB-TOTAL					0.00
15% VAT					0.00

CONTRACT TITLE

CONTRACT NO. _____

TOTAL VALUE INCLUDING VAT & DISCOUNTS

0.00

PART 3: SCOPE OF WORK

Supply of Transformer Insulation Material for a period of four (4) years namely, Inhibited and Uninhibited Oil on as and when required basis.

Document reference	Title	No of pages
C3.1	This cover page	1
C3.2	Purchaser's Goods Information	
	Supplier's Goods Information (insert at award stage or delete if not applicable)	
	Total number of pages	

CONTRACT TITLE

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	40
C3.1: Purchaser's Goods Information	41
1 Overview and purpose of the goods and services	42
2 Specification and description of the goods	42
2.1 Purchaser's design	42
2.2 Procedure for submission and acceptance of Supplier's design	42
2.3 Other requirements of the Supplier's design	43
2.4 Use of Supplier's design	43
2.5 Manufacture & fabrication	43
2.6 Factory acceptance testing (FAT)	43
2.7 Other tests and inspections and commissioning in place of use	43
2.8 Operating manuals and maintenance schedules	43
3 Supply Requirements	43
4 Specification of the services to be provided	44
5 Constraints on how the Supplier Provides the Goods	44
5.1 Programming constraints	44
5.2 Work to be done by the Delivery Date	44
5.3 Marking the goods	44
5.4 Constraints at the delivery place and place of use	44
5.5 Cooperating with Others	44
5.6 Services & other things to be provided by the Purchaser or Supplier	45
5.7 Management meetings	45
5.8 Documentation control	45
5.9 Health and safety risk management	46
5.10 Environmental constraints and management	46
5.11 Quality	46
5.12 Invoicing and payment	46
5.13 Insurance provided by the Purchaser	46
5.14 Contract change management	47
5.15 Provision of bonds and guarantees	47
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier	47
6 Procurement	47
6.1 Subcontracting	47
6.1.1 Preferred subcontractors	47
6.1.2 Limitations on subcontracting	47
6.1.3 Spares and consumables	47
6.1.4 Other requirements related to procurement	47
7 List of drawings	47
7.1 Drawings issued by the Purchaser	47
C3.2 Supplier's Goods Information	Error! Bookmark not defined.

Overview and purpose of the goods and services

Provide an overview as an aide to the tendering supplier summarising the nature and purpose of the goods and the associated services (if any), together with some details about the supply requirements.

The transformer insulating oil for oil filling of the transformer.

Specification and description of the goods

The content of this section is the meat of the scope of work and will depend on the nature of the goods required. For example the goods may already be available from the Supplier, and just need minor alterations to meet the Purchaser's requirements, or they may be unique and designed specifically for this contract. Accordingly there may be a need to:

§ Provide full technical specifications of the goods or the Purchaser may, as an alternative, provide a user requirement specification (URS) for the goods from which the Supplier then designs the goods to achieve the required performance.

§ Provide drawings and information about the environment where the goods are to be put to use.

§ Provide specifications of the component parts (plant and materials) used in the goods which may include minimum material standards and workmanship.

The specifications may be included here or provided as Annexure and just listed here.

Functional specifications

Manufacture and Supply Transformer Insulating Oil as per Eskom approved oil basket list and oil specification.

Specification:

See Annexure A attached

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.

N/A

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.

As per:

Manufacture and Supply Transformer Insulating Oil as per Eskom approved oil basket list and oil specification.

Approved oil basket list:

Specification:

See Annexure A attached

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.

N/A

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.

N/A

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.

N/A

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

Site Audit

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.

N/A

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.

N/A

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.

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

N/A

Constraints on how the Supplier Provides the Goods

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.

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.

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

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.

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.

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.

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	As and when required.		As and when required.
Overall contract progress and feedback	Monthly on ____ at ____		Purchaser, Supplier, and ____

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

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

Documentation control

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.

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].

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 _____]

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.

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)

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.

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.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Supplier is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Purchaser may withhold payment of amounts due to the Supplier until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Supplier by the Supply Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Supplier does not affect the Purchaser's right to termination stated in this contract.

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

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.

**Procurement
Subcontracting****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.

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.

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

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.

List of drawings**Drawings issued by the Purchaser**

CONTRACT TITLE _____

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