



NEC3 Supply Contract (SC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and		
for	Supply and Delivery of G5 Gravel, G7 Gravel and Gravel Wearing Course Material for the Maintenance of Ash Dam Roads on an 'As and When' Required Basis for a Period of 6 Months at Arnot Power Station.	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	4
Part C3	Scope of Work	12
CONTRACT No.		

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance	3
C1.2a	Contract Data provided by the <i>Purchaser</i>	12
C1.2b	Contract Data provided by the <i>Supplier</i>	1

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

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 G5 Gravel, G7 Gravel and Gravel Wearing Course Material for the Maintenance of Ash Dam Roads on an 'As and When' Required Basis for a Period of 6 Months at Arnot Power Station.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	(Insert name and address of organisation)	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*.

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Purchaser	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199		
Name & signature of witness	(Insert name and address of organisation)	Date	

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

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	[•]	[•]

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	<i>(Insert name and address of organisation)</i>	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness		
Date		

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2 Changes in the law
		X7: Delay damages
		X17: Low-performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
10.1	The <i>Supply Manager</i> is (name):	TBA
	Address	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097
	Tel	TBA
	e-mail	
11.2(13)	The <i>goods</i> are	G5 gravel material, G7 gravel material and gravel wearing course material
11.2(13)	The <i>services</i> are	Supply and delivery services, including sourcing, procuring, loading, hauling, off-loading, testing support, documentation and delivery of G5 gravel material, G7 gravel material and gravel wearing course material for the maintenance of ash dam roads at Arnot Power Station for 6 months on an "as and when required" basis.

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

11.2(14)	The following matters will be included in the Risk Register	• Inclement Weather (rain) • Labour strike and Community Unrest • Lead time of material • Accidents • Wrong material delivered		
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	1 weeks		
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
30.1	The <i>starting date</i> is.	TBA		
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>	
		1	G5 gravel material, G7 gravel material and gravel wearing course material	Within 2 weeks of notification
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	4 weeks of the Contract Date.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 weeks.		
4	Testing and defects			
42	The <i>defects date</i> is	2 weeks after Delivery.		
43.2	The <i>defect correction period</i> is	2 weeks		
42.2	The <i>defects access period</i> is	1 week		
5	Payment			
50.1	The <i>assessment interval</i> is	Between the 30 days of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand		
51.2	The period within which payments are	Within 30 days after both the assessment has		

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

	made is	been completed and signed by the <i>Supply Manager</i> , and a valid tax invoice has been received from the Supplier.
51.4	The <i>interest rate</i> 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
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 SC
7	Title	To be managed as per core clause 7 of the NEC3 SC
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	No additional risks identified
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total price of the material and delivery
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The value of the relevant task order.
88.5	The <i>end of liability date</i> is	1 (one) year after Delivery of the contracted goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

		Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	SAICE House, Thornhill Office Park, Bekker Road, Vorna Valley Midrand, 1685, South Africa	
	Tel No.	(011) 805-5947	
	e-mail	civilinfo@saice.org.za	
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		
X2	Changes in the law		
X2.1	A change in the law of	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		G5 gravel material, G7 gravel material and gravel wearing course material	5% of the total value of the relevant task order per day.
X17	Low-performance damages		
X17.1	The amounts for low-performance damages are:	amount	performance level
		2% of the value of the relevant task order per task order.	Delivery not as per the submitted programme
Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom	

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Z1	Cession delegation and assignment
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Supplier</i> 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 <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Z4.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i> .
Z4.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> 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 <i>Supplier</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the <i>goods</i> or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i> .
Z4.5	The <i>Supplier</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Supply Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 25.4
Z6.1	The <i>Supplier</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the <i>goods</i> and execution of the <i>services</i>. Without limitation the <i>Supplier</i>: - 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 <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Supplier</i> , 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 <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Supply Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Purchaser's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

	contract, the time by when the <i>Purchaser</i> 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 <i>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Supplier</i> (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 <i>Purchaser's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the <i>Supply Manager</i> giving an instruction, changing an earlier decision or correcting an assumption".
Z9	<i>Purchaser's</i> limitation of liability
Z9.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> liability under the indemnity is limited.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z11.1	If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
Z12	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Party	joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z12.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z12.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the Services for this reason.
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z12.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance
Z 13.1 Replace core clause 84 with the following:

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

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

Z 13.2	Replace core clause 87 with the following:
---------------	---

Insurance by the <i>Purchaser</i>		87		
		87.1	The <i>Purchaser</i> provides the insurances stated in the Insurance Table B	
			INSURANCE TABLE B	
			Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
			Assets All Risk	Per the insurance policy document
			Contract Works insurance	Per the insurance policy document
			Environmental Liability	Per the insurance policy document
			General and Public Liability	Per the insurance policy document
			Transportation (Marine)	Per the insurance policy document
			Motor Fleet and Mobile Plant	Per the insurance policy document
			Terrorism	Per the insurance policy document
			Cyber Liability	Per the insurance policy document
			Nuclear Material Damage and	Per the insurance policy document

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

			Business Interruption		
			Nuclear Material Damage Terrorism	Per the insurance policy document	
Z14	Nuclear Liability				
Z14.1	The <i>Purchaser</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.				
Z14.2	The <i>Purchaser</i> is solely responsible for and indemnifies the <i>Supplier</i> or any other person against any and all liabilities which the <i>Supplier</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Supplier</i> or any other person or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .				
Z14.3	Subject to clause Z14.4 below, the <i>Purchaser</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Supplier</i> or any other person, or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .				
Z14.4	The <i>Purchaser</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.				
Z14.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.				
Z15	Asbestos				
For the purposes of this Z-clause, the following definitions apply:					
AAIA	means approved asbestos inspection authority.				
ACM	means asbestos containing materials.				
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.				
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.				
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.				
OEL	means occupational exposure limit.				
Parallel	means measurements performed in parallel, yet separately, to existing measurements				

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Measurements	to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z15.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z15.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z15.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z15.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z15.5	The <i>Supplier's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z15.6	The <i>Supplier</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
Z15.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Annexure A: Supply Requirements

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	The Supplier shall source, procure, load, haul, off-load and deliver G5 gravel material, G7 gravel material and gravel wearing course material to the delivery points instructed by the Purchaser at Arnot Power Station. Supply is on an as-and-when-required basis against written task orders/call-off instructions issued by the Purchaser. Each task order states the material class, quantity, delivery point and required delivery period. The contract is driven by the quantities stated in the Price Schedule, and payment is based on accepted quantities ordered and delivered in accordance with the Price Schedule.	
2. Material specification and quality requirements	All material supplied shall comply with the applicable COTO 2020 requirements referenced in the specification. G5 material shall comply with either G5A or G5B classification and shall have a maximum particle size of 50 mm, CBR at 95% MDD of at least 45%, PI not exceeding 10 and swell at 100% MDD not exceeding 0.5%. Gravel wearing course material shall comply with the specified requirements including maximum particle size of 50 mm, PI on the P0.425 fraction of 6 to 12, strength CBR at 95% MDD of at least 25%, shrinkage product of 100 to 240 and grading coefficient of 20 to 35. G7 material shall have maximum particle size of 100 mm, grading modulus of 0.75 to 2.5, PI on the P0.425 fraction not exceeding 3xGM+10 and CBR at 93% Mod AASHTO of at least 15%.	
3. Source approval and testing	Before delivery, the Supplier shall submit quarry/borrow pit source information, legal authorisation to win and sell the material, environmental authorisation where applicable, and SANAS-accredited laboratory test results for each proposed source/quarry. Test results shall not be older than six months and shall demonstrate compliance for the material class to be supplied. No material may be delivered from an unapproved source. The Purchaser may inspect proposed or approved sources and may withdraw approval where verification testing indicates non-compliance.	
4. The requirements for transport are	Material shall be transported by road using suitable tipper trucks with capacity adequate for bulk delivery, including trucks of at least 34 tons where required. Delivery vehicles shall have functional satellite/GPS tracking and the Supplier shall provide the Purchaser with access to tracking records for verification of movement from the approved quarry/source to site. All loads shall be weighed at the Purchaser's weighbridge and verified through the Tontrac platform where applicable. The Supplier is responsible for loading, hauling, off-loading, covering loads where required, preventing contamination or spillage, and complying with site access, security, health, safety and environmental requirements.	
5. The delivery place is	Arnot Power Station ash dam roads and material stockpile/delivery areas designated by the Purchaser. Delivery coordinates: 25°56'53.43"S; 29°49'2.44"E, or any other delivery point stated in the task order.	
6. Actions of the Parties during supply	Action	Party which does it

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

	Issue task order/call-off instruction	Purchaser
	Submit source approval documentation and SANAS test results before delivery	Supplier
	Inspect and approve proposed material source	Purchaser
	Load, transport and off-load material at the designated delivery point	Supplier
	Weigh and verify delivered quantities	Purchaser
	Conduct verification testing on delivered material as required	Purchaser
	Remove and replace rejected or contaminated material	Supplier
7. Information to be provided by the Supplier	Valid mining permit/mining right or supply agreement with an authorised commercial quarry; environmental authorisation where applicable; SANAS-accredited laboratory test results for each proposed source stockpile; available stockpile quantities and source capacity; GPS/tracking records for delivery vehicles; delivery notes; weighbridge/Tontrac records; tax invoice; and any non-conformance corrective action records.	

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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:													
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													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td>use</td><td></td></tr> <tr> <td>3</td><td></td><td></td></tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1			2	use		3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2	use													
3														
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

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>	1

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

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
		- 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>. Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

Function of the Price Schedule

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

Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;

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

Format of the *price schedule*

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

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

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

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

C2.2 the *price schedule*

Item No.	Description	Unit	Quantity	Rate	Price
A PRELIMINARIES AND GENERAL					
1.1	Health and safety file	Each	1		
1.4	PPE (safety goggles, overalls, safety boots and reflective vest) for 6 months	Each	1		
B COMMERCIAL MATERIALS This Bill covers supply and delivery only of all material, including sourcing, winning, processing, loading, hauling and off-loading to site. Rates include all material testing by a SANAS-accredited laboratory prior to delivery on site. No material is to be delivered without written approval from Eskom's Engineer.					
2.1	G7 quality gravel	m ³	5 095		
2.2	G5 gravel	m ³	727		
2.3	Gravel wearing course	m ³	727		

The total of the Prices A + B

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	10
C3.2	<i>Supplier's</i> Goods Information	1
	Total number of pages	

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work 2

C3.1: *Purchaser's* Goods Information iii

1	Overview and purpose of the <i>goods</i> and <i>services</i>	iv
2	Specification and description of the <i>goods</i>	iv
2.1	<i>Purchaser's</i> design	vi
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design	vi
2.3	Other requirements of the <i>Supplier's</i> design	vii
2.4	Use of <i>Supplier's</i> design	vii
2.5	Manufacture & fabrication	vii
2.6	Factory acceptance testing (FAT)	vii
2.7	Other tests and inspections and commissioning in place of use	vii
2.8	Operating manuals and maintenance schedules	vii
3	Supply Requirements	vii
4	Specification of the <i>services</i> to be provided	ix
5	Constraints on how the <i>Supplier</i> Provides the Goods	x
5.1	Programming constraints	x
5.2	Work to be done by the Delivery Date	xi
5.3	Marking the <i>goods</i>	xi
N/A		xi
5.4	Constraints at the delivery place and place of use	xi
5.5	Cooperating with Others	xi
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	xi
5.7	Management meetings	xii
5.8	Documentation control	xii
5.9	Health and safety risk management	xii
5.10	Environmental constraints and management	xiii
5.11	Quality	xiii
5.12	Invoicing and payment	xiii
5.13	Insurance provided by the <i>Purchaser</i>	xiv
5.14	Contract change management	xiv
5.15	Provision of bonds and guarantees	xiv
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	xiv
6	Procurement	xiv
6.1	Subcontracting	xiv
N/A		xiv
7	List of drawings	xiv
7.1	Drawings issued by the <i>Purchaser</i>	xiv
C3.2	<i>Supplier's</i> Goods Information	xiv

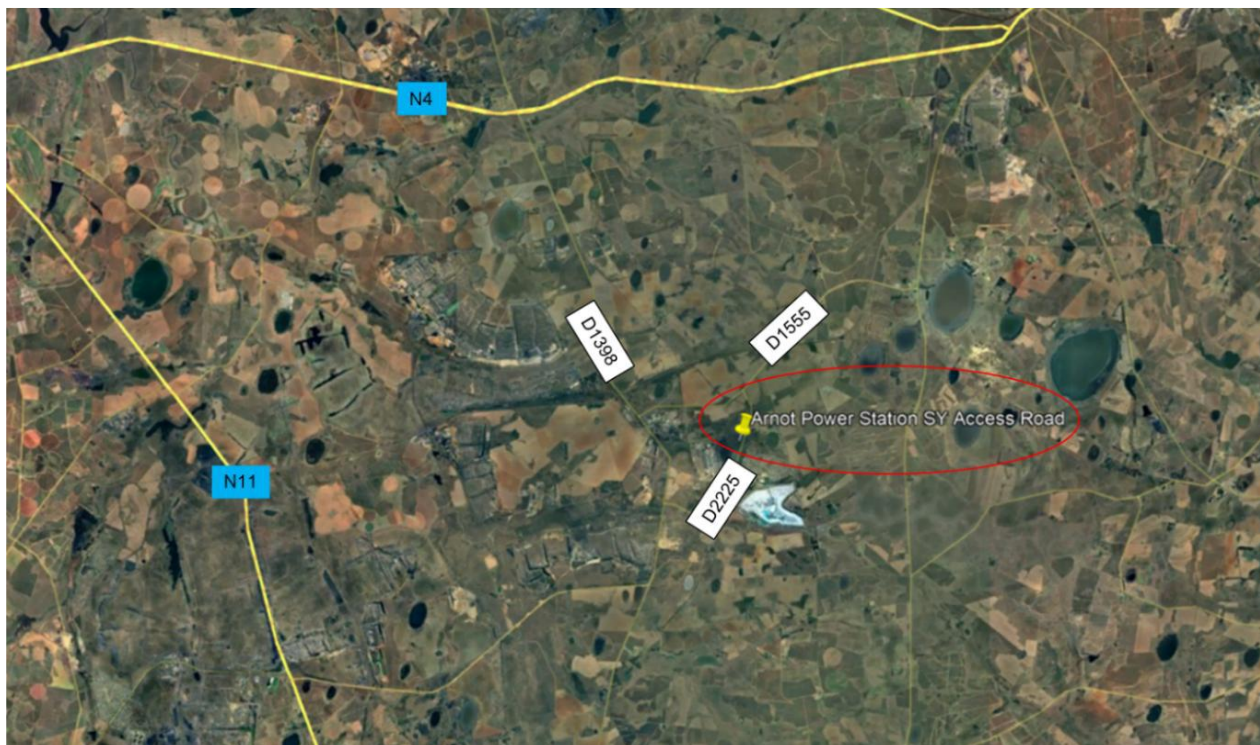
CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Overview and purpose of the *goods and services*

This document provides a specification for the supply and delivery of G5 gravel, G7 gravel, and gravel wearing course material for the maintenance of ash dam roads at Arnot Power Station for a period of three (3) years on an as-required basis. Additionally, this specification outlines the technical requirements for quality assurance and testing requirements. The locality of Arnot Power Station is shown in Figure 1.

Material shall only be supplied and delivered against a written order or call-off instruction issued by the *Employer*, which shall state the material class, quantity, delivery point, and required delivery period. Unit rates shall be fully inclusive of sourcing, winning, processing, loading, hauling, off-loading, and all testing and quality assurance obligations placed on the *Contractor* by this document.

Figure 1: Arnot Power Station Locality.



Specification and description of the *goods*

Material Composition

The *Contractor* shall supply and deliver the following materials to the site in quantities stipulated in each Task Order, to the delivery points instructed by the *Employer*. The total quantities for the duration of the contract are shown in Table 1.

Table 1: Required Materials Material Class	Specification
G5 gravel material	Table 2 of this document
Gravel wearing course	Table 3 of this document
G7 gravel material	Table 4 of this document

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Tables 2, 3, and 4 outline the material requirements for G5, gravel wearing course, and G7 quality materials, respectively, in accordance with the COTO (2020) Standard Specifications. G5 material shall comply to the requirements of either G5A or G5B classification. Compliance shall be verified by testing undertaken by a SANAS-accredited laboratory.

All material delivered to site shall be free from any contamination including but not limited to rubble, vegetation, spillage and steel material. Contaminated material during delivery will not be accepted. More details relating to the material specification can be obtained from COTO (2020): Standard Specifications for Road and Bridge Works for South African Road Authorities.

Table 2: G5 Gravel material requirements (COTO, 2020 Table A4.1.5-4)

Grading Envelope (Applicable to G5A Material)	
Sieve Size (mm)	Percentage passing sieve, by mass
50	100
37.5	85 - 100
20	61 - 91
14	48 - 82
5	31 - 66
2	20 - 50
0.425	10 - 30
0.075	5 - 15

Other properties (Applicable to both G5A and G5B material)		
Description of material		G5A: Medium to hard rock, or boulders that require multistage crushing and screening. G5B: Gravel with pebbles and small cobbles, or gravel with larger cobbles, boulders and lumps of hard material, or soft rock that require single- or two-stage crushing, or grid rolling. Pedogenic materials that require dozer ripping.
Grading Modulus (GM)		1.75 – 2.5
Atterberg Limits	Liquid Limit	≤ 30
	Plasticity index (PI)	≤ 10
	Linear shrinkage (LS)	≤ 5%
CBR at 95% of Maximum Dry Density (MDD)		≥ 45%
Swell at 100% of MDD		≤ 0.5%
Maximum particle size		50mm

Table 3: Gravel wearing course requirements (COTO, 2020 - Table A4.1.5-11) Property	Requirement
Description of material	Natural gravel or crushed material
Maximum particle size	50mm

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Oversize index (Io)	≤5%
Shrinkage product (Sp)*	100 - 240
Grading coefficient (Gc)**	20 - 35
Plasticity index (PI) on the P0.425 fraction	6 - 12
Strength (CBR at 95% of MDD)	≥25%
Treton impact value	20% - 65

Io = Percent retained on 37.5mm sieve.

Gc = (Percent passing 28mm sieve – percent passing 2.0mm sieve) x percent passing 5.0 mm sieve/100.

Sp = Linear shrinkage x percent passing 0.425mm sieve.

Table 4: G7 Gravel material requirements (COTO 2020 - Table A4.1.5-3) Property	Requirement
Maximum particle size	100 mm
Grading modulus (GM)	0.75 - 2.5
Plasticity index (PI) on the P0.425 fraction	≤ 3xGM +10
CBR at 93% Mod AASHTO	≥15%

Purchaser's design

The *Purchaser* has provided the detailed specification for the goods in Annexure A. The *Supplier* is responsible for supplying goods that comply with this specification.

Procedure for submission and acceptance of Supplier's design

This is a mandatory requirement of core clause 21.2 and must be addressed. The *Supplier* is required to submit the following particulars of their design to the *Supply Manager* for acceptance:

Sourcing Plan and Quality Control Procedures: A detailed plan outlining the source(s) of the materials and the procedures the *Supplier* will implement to ensure the material meets all the requirements specified in Annexure A. This shall include:

- Identification of the proposed source(s) of materials, including any relevant permits or licenses.
- Description of the screening process to be employed, if applicable.
- Details of the *Supplier's* internal quality control measures, including sampling and testing frequency and methodologies they will use prior to delivery to verify compliance with the specifications (texture, physical properties, organic matter content, and absence of contaminants).
- Proposed arrangements for independent testing, if any, that the *Supplier* will undertake.

Delivery Method Statement: A brief outline of the proposed method of transporting and offloading the materials at the designated delivery locations, addressing any potential environmental or access constraints identified in the Supplier Information.

Requirements for Drawings:

N/A

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Other requirements of the *Supplier's* design

The *Supplier* shall ensure that all documentation and information provided as part of their design submission (as outlined in section 2.2) clearly references the specific requirements of Annexure A to demonstrate compliance. There are no specific codification requirements for the goods themselves at this stage.

Use of *Supplier's* design

The *Purchaser* may also retain copies of the *Supplier's* submitted Sourcing Plan and Quality Control Procedures for their internal record-keeping and audit purposes related to the ash dam rehabilitation activities.

Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the goods are to be manufactured and fabricated (in this case, sourced and screened), the *Supplier* shall ensure that their sourcing and screening processes are conducted in a manner that preserves the inherent quality and characteristics of the topsoil as specified in Annexure A. The *Supplier* is responsible for employing best practices in material handling to prevent contamination or degradation of the supplied material during sourcing, screening, and loading for delivery.

Factory acceptance testing (FAT)

The *Supplier* shall conduct their own quality control tests as outlined in their submitted Sourcing Plan and Quality Control Procedures (section 2.2) to ensure the sourced material meets the specifications in Annexure A prior to delivery.

The *Supply Manager*, or a testing agency nominated by the *Purchaser*, reserves the right to witness the *Supplier's* internal quality control testing at the source location(s) if deemed necessary by the *Purchaser*.

The *Supplier* shall provide reasonable access and notification to the *Supply Manager* or the nominated agency to facilitate such witnessing. The *Supplier* may not restrict the *Supply Manager's* right to witness tests as per clause 25.2. The *Purchaser* will notify the *Supplier* in advance if they intend to witness any testing.

Other tests and inspections and commissioning in place of use

Upon delivery to the designated area, the *Purchaser* reserves the right to conduct further tests and inspections to verify that the delivered goods complies with the specifications in Annexure A.

This may include visual inspection for foreign matter and weeds, as well as sampling and laboratory testing for texture, organic matter content, and potential contaminants.

The *Supplier* is not required to commission the goods in the place of use. The spreading and placement of the goods will be undertaken by others.

If the *Purchaser* identifies any non-compliant goods upon delivery, the *Supplier* shall be responsible for its removal and replacement with compliant material at their own cost, in accordance with the terms of the contract.

Operating manuals and maintenance schedules

N/A

Supply Requirements

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

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

3.1 Delivery Programme:

The *Supplier* shall submit a proposed delivery programme to the *Supply Manager* for acceptance within 4 weeks of the Contract Date. This programme shall detail the proposed schedule for sourcing, screening, and delivering the total required quantity of goods to the designated location, taking into account any phasing requirements or access restrictions outlined elsewhere in the Goods Information. The delivery programme shall be in a format acceptable to the *Supply Manager* (e.g., Gantt chart or similar). The *Supplier* shall ensure that the delivery of goods are completed by every month end as per the issued Task Order.

3.2 Delivery Locations:

The *Supplier* shall be responsible for ensuring their delivery vehicles can safely access designated delivery area at Arnot , taking into account site conditions and any restrictions communicated by the *Purchaser*.

3.3 Weighbridge And Access Procedures:

All delivery trucks shall be registered with **Tontrac** prior to delivery. Upon arrival at the site, all trucks must first proceed to the designated weighbridge to record their initial (laden) weight. After offloading the goods at the designated delivery location(s), each truck must return to the same weighbridge to record their final (unladen) weight. The Supplier shall ensure their drivers are aware of and comply with these weighbridge procedures and any instructions provided by the weighbridge operator or site personnel. Access to the site for delivery vehicles will be contingent upon **Tontrac** registration and adherence to the weighbridge protocol.

3.4 Delivery Method and Offloading:

The *Supplier* shall detail their proposed delivery method in the Delivery Method Statement submitted as part of their *Supplier's* Design (section 1.2). The *Supplier* shall ensure that the offloading of the goods is carried out in a manner that minimizes dust generation, prevents contamination of the surrounding environment, and does not cause damage to existing infrastructure at the delivery locations. The *Purchaser* may specify requirements for the type of vehicles or offloading equipment to be used, if necessary, elsewhere in the Goods Information.

3.5 Packaging and Labelling:

For each delivery of goods, the *Supplier* shall ensure that the delivery vehicle clearly displays a delivery note containing the following information:

- **Unique Delivery Note Number:** Each delivery must have a unique sequential delivery note number for tracking and reconciliation purposes.
- **Material Lab Results:** The supplier shall provide a copy of the lab results confirming that the delivered goods meets the specifications outlined in Annexure A. These results must be from a certified laboratory as specified in Annexure A. The lab results must be specific to the batch of goods being delivered.
- **Contract Number:** Reference to the contract number for this supply.
- **Task Order Number:** The specific Task Order number (if applicable) under which this delivery is being made.
- **Intended Delivery Location:** Clear reference to the intended delivery location as specified in section 2.2 of this Works Information.

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

- **Gross Mass (Laden Vehicle Weight):** The total weight of the delivery vehicle and the goods load, as measured at the weighbridge upon arrival.
- **Net Mass (Payload):** The net mass (weight) of the goods being delivered in that specific load, determined by the weighbridge measurements (laden weight minus tare weight).
- **Tare Mass (Empty Vehicle Weight):** The recorded tare mass (empty weight) of the delivery vehicle, as measured at the weighbridge.

This delivery note should be presented to the *Purchaser's* representative upon arrival at the delivery location and a copy left with them. The *Supplier* is responsible for ensuring the accuracy and legibility of all information on the delivery note.

3.6 Traffic Management:

The *Supplier* shall be responsible for managing traffic associated with their deliveries to minimize disruption to other site activities and local communities. They shall adhere to any traffic management plans implemented by the *Purchaser*.

3.7 Permits and Licenses:

The *Supplier* shall be responsible for obtaining and maintaining all necessary permits and licenses required for the sourcing, transportation, and delivery of the goods, in accordance with the laws of South Africa.

3.8 Performance Monitoring:

The *Purchaser* will monitor the *Supplier's* performance against the agreed delivery programme and the requirements of this section. Any delays or non-compliance may be subject to the relevant clauses of the NEC4 Supply Contract.

Specification of the services to be provided

This section details any services that the *Supplier* is required to provide in addition to the supply of the topsoil itself.

4.1 Sourcing and Quality Control:

The *Supplier* shall be responsible for the sourcing of goods that meets the detailed specifications outlined in Annexure A. This service includes:

- * Identifying and securing suitable sources of goods.
- * Implementing and maintaining a rigorous quality control system to ensure that the goods supplied consistently meets all the specified requirements (texture, physical properties, organic matter content, freedom from contamination, weeds, etc.).
- * Conducting the screening process to achieve the required texture and remove oversized particles and foreign matter.
- * Providing the Sourcing Plan and Quality Control Procedures to the *Supply Manager* for acceptance as part of their *Supplier's* Design (section 2.2).
- * Undertaking the quality control tests as detailed in their accepted procedures and providing records of these tests to the *Purchaser* upon request.
- * Facilitating the witnessing of their quality control procedures and testing by the *Supply Manager* or a nominated testing agency (section 2.6).

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

4.2 Transportation and Delivery:

The *Supplier* shall be responsible for the safe and efficient transportation and delivery of the specified quantity of goods to the designated , as detailed in section 2 of this *Purchaser* Information. This service includes:

- Planning and executing the delivery in accordance with the accepted Delivery Programme (section 3.1).
- Ensuring all delivery vehicles are registered with Tontrac for site access (section 3.3).
- Adhering to the mandatory weighbridge procedures upon arrival and departure (section 3.3).
- Offloading goods at the specified delivery locations in a manner that minimizes environmental impact and avoids damage to site infrastructure (section 3.4).
- Providing accurate and complete delivery notes with each consignment, including the unique delivery note number, contract number, task order number, delivery location, gross mass, net mass, and tare mass (section 3.4).
- Complying with all environmental, health and safety, and traffic management requirements during the delivery process (sections 3.5, 3.6, and 3.6).
- Obtaining and maintaining all necessary permits and licenses for the transportation of the topsoil (section 3.7).

4.3 Rectification of Non-Compliant Goods:

In the event that the delivered goods does not meet the specifications outlined in Annexure A, as determined by the *Purchaser's* inspections and testing (section 2.7), the *Supplier* shall be responsible for the prompt removal of the non-compliant material from the site and its replacement with compliant goods at their own cost and within a timeframe agreed upon with the *Supply Manager*.

4.4 Provision of Information:

The *Supplier* shall provide all necessary information and documentation as required by this Goods Information and the Contract, including but not limited to:

- The *Supplier's* Design submission (Sourcing Plan and Quality Control Procedures, Delivery Method Statement).
- The Delivery Programme.
- Copies of relevant permits and licenses.
- Health and safety plan (if requested).
- Delivery notes for each consignment.
- Records of their internal quality control tests (upon request).

Constraints on how the *Supplier* Provides the Goods Programming constraints

- The *Supplier* shall adhere to the accepted Delivery Programme (section 2.1). Any proposed changes to the programme must be submitted to the *Supply Manager* for acceptance in accordance with Clause 32 of the NEC4 Supply Contract.
- The *Supplier* shall ensure sufficient resources are allocated to meet the agreed delivery milestones and the final completion date.
- The *Supplier* shall provide progress updates as required by the *Supply Manager*, in the format and at the frequency specified in with the terms of the contract

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Work to be done by the Delivery Date

- By the Delivery Date as per section 3.1, the *Supplier* shall have completed the supply and delivery of the total quantity of goods specified in the Contract Data to all designated delivery locations as per section 3.2, in full compliance with the specifications in Annexure A and all other requirements of this Works Information.
- All delivery notes, containing the information specified in section 3.4, shall have been provided to the *Purchaser* for each consignment.
- The *Supplier* shall have complied with all weighbridge and access procedures (section 3.3).

Marking the goods

N/A

Constraints at the delivery place and place of use

- The *Supplier* shall comply with all site-specific rules and regulations in force at Arnot Power Station, as communicated by the *Purchaser*. This includes adherence to designated access routes, speed limits, and security procedures.
- Offloading shall only take place at the designated delivery locations (section 3.2) and in a manner that does not impede other activities on site.
- The *Supplier* shall take all necessary precautions to avoid damage to existing infrastructure (roads, pipelines, etc.) at the delivery locations.
- The *Supplier* shall ensure their personnel and vehicles do not enter any restricted areas at Arnot Power Station or any other area within the jurisdiction of Eskom Arnot Power Station.

Cooperating with Others

- The *Supplier* shall cooperate fully with the Purchaser's personnel and any other contractors or parties working on the ash dam site. This includes attending coordination meetings if required by the *Supply Manager* (section 5.7).
- The *Supplier* shall ensure their activities are coordinated to minimize any potential disruption to the work of others.

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

- **By the *Purchaser*:**
 - The *Purchaser* will provide access to the designated delivery locations at Arnot Power Station, subject to site-specific access procedures (including Tontrac registration requirements).
 - The *Purchaser* will provide the location and operation of the weighbridge for the *Supplier's* use (section 3.3).
- **By the *Supplier*:**
 - The *Supplier* shall provide all necessary labour, vehicles, equipment, and materials (including the topsoil itself) to fulfil their obligations under this contract.
 - The *Supplier* shall be responsible for obtaining all necessary permits and licenses related to their sourcing and transportation activities (section 3.7).

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when a risk or compensation event occurs	MS Teams	<i>Purchaser, Supplier</i>
Overall contract progress and feedback	Monthly as agreed by both parties	MS Teams	<i>Purchaser, Supplier</i>

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

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

Documentation control

The *Supplier* shall maintain accurate records related to the sourcing, quality control, and delivery of the goods. These records shall be made available to the *Purchaser* for inspection upon reasonable request. All delivery notes shall be sequentially numbered and a copy retained by the *Supplier*.

Health and safety risk management

The *Supplier* shall be responsible for identifying, assessing, and controlling all health and safety risks associated with their work under this contract, in accordance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) of South Africa and any other relevant legislation.

In addition to the general requirements for health and safety management, the *Supplier* shall develop, implement, and maintain a comprehensive Safety File that meets Eskom's specific health and safety requirements. This Safety File shall be submitted to the *Supply Manager* for review and acceptance prior to the commencement of any work on site. The Safety File shall, as a minimum, include the following:

- Health and Safety Plan: A detailed plan outlining the *Supplier's* approach to managing health and safety risks associated with the sourcing, transportation, and delivery of the goods. This plan shall include specific measures to address identified hazards.
- Risk Assessments: Documented risk assessments for all tasks associated with the supply and delivery, including but not limited to loading, transportation, offloading, and vehicle movement on site. These assessments shall identify potential hazards, evaluate risks, and specify control measures.
- Method Statements: Safe work procedures (method statements) for high-risk activities.
- Legal Appointments: Copies of the *Supplier's* legal appointments as required by the Occupational Health and Safety Act.
- Induction and Training Records: Records of health and safety induction and training provided to all of the *Supplier's* personnel working on the project.
- Incident Reporting Procedures: Procedures for reporting and investigating incidents, accidents, and near misses.

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

- Emergency Preparedness and Response Plan: Procedures for responding to potential emergencies on site.
- Plant and Equipment Records: Records of inspection and maintenance for all plant and equipment used by the *Supplier*.
- Proof of Public Liability Insurance: As required by the Contract Data.
- Any other documentation specifically required by Eskom's health and safety standards.

The *Supplier* shall ensure that the Safety File is kept up-to-date and readily available for inspection by the *Purchaser* or Eskom representatives at any time. The *Supplier's* personnel shall comply with all aspects of the Safety File and any site-specific health and safety rules and procedures implemented by Eskom or the *Purchaser*. Failure to comply with these health and safety requirements may result in suspension of work until the non-compliance is rectified.

The *Supplier* shall comply with the health and safety requirements in **Annexure B** to this Goods Information.

Environmental constraints and management

- The *Supplier* shall comply with all relevant South African environmental legislation and the specific environmental requirements outlined in section 3.5 of this Goods Information.
- The *Supplier* shall implement appropriate environmental management measures to minimize their impact on the environment during sourcing, transportation, and delivery.

The *Supplier* shall comply with the environmental criteria and constraints contained in **Annexure C**

Quality

- The *Supplier* shall ensure that the goods supplied consistently meets the quality standards and specifications detailed in Annexure A.
- The *Supplier* shall implement the quality control procedures outlined in their accepted *Supplier's* Design (section 2.2) and shall be responsible for the quality of the goods until they are delivered and accepted by the *Purchaser*.

Invoicing and payment

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

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)

CONTRACT TITLE: SUPPLY AND DELIVERY OF G5 GRAVEL, G7 GRAVEL AND GRAVEL WEARING COURSE MATERIAL FOR THE MAINTENANCE OF ASH DAM ROADS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 6 MONTHS AT ARNOT POWER STATION

Insurance provided by the *Purchaser*

Refer to Annexure B – Insurance to be provided by the *Purchaser*.

Contract change management

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

Provision of bonds and guarantees

N/A

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

The *Supplier* shall maintain accurate and complete records of their Defined Cost, payments received, and assessments of compensation events in accordance with Clause 52 of the NEC4 Supply Contract. These records shall be kept in sufficient detail to allow for audit and verification by the *Purchaser*.

Procurement

Subcontracting

N/A

List of drawings

Drawings issued by the *Purchaser*

N/A

3.2 SUPPLIER'S GOODS INFORMATION

The *Supplier* shall provide Goods Information sufficient to demonstrate that the goods comply with the *Purchaser's* requirements and are suitable for the intended application.

This section could also be compiled as a separate file.
