A contract between

and

for

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Notes about this contract are printed in boxes like this one. They are not part of the contract.

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PART C1: AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

Offer

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

……………………………………………….

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender. (Delete paragraph if not required)

By the representative of the tenderer, deemed to be duly authorized, 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 inclusive of Value Added Tax is ........................................................................
................................................................................................................................. Rand (in words): R .................................(in figures)

Enter an amount above only if the total of the Prices column in the Price List includes all the work included in the offer.

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 to the tenderer before the end of the period of validity stated in the tender data, 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 and address of organization)
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 employer 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 agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

__________________________________________  ________________________________

Name(s)                                                                                     ________________________________

__________________________________________  ________________________________

Capacity                                                                                     ________________________________

for the Purchaser

(Name and address of organization)

______________________________  ________________________________

Name and signature of witness                                                                 Date

Upon acceptance by the Purchaser of the Supplier’s offer, a contract will come into existence.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Purchaser of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Supplier) within seven working days of the date of such submission notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.
Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Purchaser before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject ______________________________________________________________
Details ___________________________________________________________________

2 Subject ______________________________________________________________
Details ___________________________________________________________________

3 Subject ______________________________________________________________
Details ___________________________________________________________________

4 Subject ______________________________________________________________
Details ___________________________________________________________________

By the duly authorised representatives signing this schedule of deviations, the Purchaser and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
Contract Data

The conditions of contract are the CIDB contract for the Supply of Goods (Short contract).

<table>
<thead>
<tr>
<th>The Purchaser is</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Purchaser is represented by</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
</table>

The goods are

The starting date is

The completion date is

The period for reply is weeks

The defects date is weeks after Completion

The defects correction period is days

The delay damages are per day

The assessment day is the of each month

<table>
<thead>
<tr>
<th>The Adjudicator is</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
</table>

The Supplier is not liable to the Purchaser for loss of or damage to the Purchaser’s property in excess of for any one event

The Purchaser provides this insurance: None

The minimum insurance cover for loss of or damage to property and for bodily injury or death is: As the Supplier deems fit.

The following additional conditions of contract are part of this contract:

Optional: Select these additional clauses only if required, otherwise delete them.

<table>
<thead>
<tr>
<th>A1</th>
<th>Additional conditions: Ordering of goods on a call off basis during an agreed term</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.1</td>
<td>These defined terms also apply to this contract:</td>
</tr>
<tr>
<td></td>
<td>• A Batch is a collection of goods selected by the Purchaser from the Price List.</td>
</tr>
<tr>
<td></td>
<td>• A Batch Order is an instruction given by the Purchaser to the Supplier to provide a Batch.</td>
</tr>
<tr>
<td>A1.2</td>
<td>Unless it is stated to apply to the whole of the works, each reference in this contract to the starting date, Completion, the Completion Date and the defects date applies also to any Batch of goods included in a Batch Order.</td>
</tr>
<tr>
<td>A1.3</td>
<td>The Purchaser provides a Batch Order to the Supplier for each Batch he requires to be delivered. The Purchaser may not issue a Batch Order after …… (state end date for this contract)</td>
</tr>
<tr>
<td>A1.4</td>
<td>The Supplier Provides the Goods in accordance with the Goods Information on receipt of each Batch Order.</td>
</tr>
</tbody>
</table>
### A2 Additional condition: Compensation event for force majeure.

<table>
<thead>
<tr>
<th>A2.1</th>
<th>The following is an additional compensation event:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The <em>Supplier</em> proves that it would be illegal or impossible for him to perform his obligations required by this contract due to any one of these events:</td>
</tr>
<tr>
<td></td>
<td>• War, civil war, rebellion, revolution, insurrection, military or usurped power,</td>
</tr>
<tr>
<td></td>
<td>• Strikes, riots and civil commotion not confined to the employees of the <em>Supplier</em>, subcontractors and suppliers,</td>
</tr>
<tr>
<td></td>
<td>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,</td>
</tr>
<tr>
<td></td>
<td>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,</td>
</tr>
<tr>
<td></td>
<td>• Natural disaster, fire and explosion, or impact by aircraft or other aerial device or thing dropped from them.</td>
</tr>
</tbody>
</table>

| A2.2 | Any amounts due to the *Supplier* from insurers in claims arising from any of the listed events are deducted from assessments of the compensation event. |

### A3 Additional condition for the provision of a Surety (priced contracts only)

| A3.1 | The *Supplier* gives the *Purchaser* a performance bond in the form appended to this Contract Data. The bond is for an amount equal to 2.5% of the offered total of the Prices when the total does not exceed one million Rands, or 5% of the offered total of the Prices when the total does exceed one million Rands. |

| A3.2 | The bond is provided by a bank or insurer which the *Purchaser* has accepted. If the bond was not given by the date of the *Purchaser's Acceptance*, it is given within four weeks of the *Purchaser's Acceptance*. |

### A4 Additional condition covering the *Purchaser’s right to sanction a subcontractor.*

| A4.1 | The *Supplier* submits the names of each proposed subcontractor to the *Purchaser* for acceptance. The *Supplier* does not appoint a subcontractor until the *Purchaser* has accepted the subcontractor. |

### A5 Additional condition for Price adjustment for inflation

| A5.1 | Each amount due includes an amount for price adjustment which is calculated in accordance with the formula appended to this Contract Data. |
Conditions of Contract

1. General

10 Actions
10.1 The Purchaser and the Supplier shall act as stated in this contract and in a spirit of mutual trust and cooperation.

11 Identified and defined terms
11.1 Terms identified in the Contract Data, in the Supplier’s offer or in a Batch Order are in italics. Defined terms have capital initials and the meanings given to them in this clause.
11.2 (1) The Parties are the Purchaser and the Supplier.
(2) To Provide the Goods means to do the work necessary to supply the goods in accordance with this contract including all incidental work, services and actions which this contract requires.
(3) Goods Information is information which either specifies and describes the goods or states any constraints on how the Supplier Provides the Goods and is either
   • in the document called ‘Scope of Work’ or
   • in an instruction given in accordance with this contract.
(4) The Delivery Location is the delivery location and any surrounding space provided by the Purchaser, unless later changed in accordance with this contract.
(5) Materials are items to be included in the goods.
(6) Equipment is items provided by the Supplier and used by him to Provide the Goods.
(7) The Completion Date is the completion date unless later changed in accordance with this contract.
(8) Completion is when the goods have been supplied and the Supplier has corrected notified Defects which would prevent the Purchaser either from using the goods or from carrying out any other intention stated in the Goods Information.
(9) A Defect is a part of the goods which is not in accordance with the Goods Information.
(10) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
(11) The Price for Goods Provided to Date is the total of
   • the Price for each item in the Price List which the Supplier has provided and,
   • where a rate but no quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Supplier has provided by the rate.

12 Interpretation
12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.

13 Communications
13.1 Every communication which this contract requires is in writing.
13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications.
13.3 If this contract requires the Purchaser or the Supplier to reply to a communication, unless otherwise stated in this contract, he replies within the period for reply.

14 The Purchaser’s authority and delegation
14.1 The Purchaser may give an instruction to the Supplier which changes the Goods Information or the delivery location.
14.2 The Purchaser’s acceptance of a communication from the Supplier or of his work does not change the Supplier’s responsibility to Provide the Goods.
14.3 The Purchaser, after notifying the Supplier, may delegate any of his actions and may cancel any delegation. A reference to an action of the Purchaser in this contract includes an action by his delegate.

15 Access to the Delivery Location
15.1 The Purchaser gives access to and use of the Delivery Location to the Supplier on the dates stated or as later agreed between them.
15.2 The Purchaser and the Supplier provide services and other things as stated in the Goods Information. Any cost incurred by the Purchaser as a result of the Supplier not providing the facilities and services stated is assessed by the Purchaser and paid by the Supplier.
16 Early warning
16.1 The Supplier or the Purchaser gives an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, delay Completion or impair the performance of the goods. The Supplier and the Purchaser co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced.

17 Law
17.1 The law applicable to this contract is the law of the country where the delivery location is.

2 The Parties main responsibilities

20 The Purchaser's obligations
20.1 The Purchaser provides information which this contract requires him to provide as necessary to enable the Supplier to Provide the Goods.

21 The Supplier's obligations
21.1 The Supplier Provides the Goods in accordance with the Goods Information on receipt of a Batch Order.
21.2 The Supplier does not manufacture goods which he has designed until the Purchaser has accepted his design.
21.3 The Supplier's obligation is to ensure that the goods are fit for the purpose stated in the Goods Information or, if not so stated, fit for the purpose to which goods similar to the goods are used.
21.4 The Supplier obeys an instruction which is in accordance with this contract and is given to him by the Purchaser.
21.5 The Supplier prepares forecasts of the total of the Prices for the supply of the whole of the goods as the Purchaser instructs him to.

22 Subcontracting and people
22.1 If the Supplier subcontracts work, he is responsible for Providing the Goods as if he had not subcontracted. This contract applies as if a subcontractor’s employees and equipment were the Suppliers.

23 Access to the work
23.1 The Supplier provides access for the Purchaser and others notified by the Purchaser to work being done for this contract and to stored Materials.

3 Time

30 Starting and Completion
30.1 The Supplier does not start work until the starting date and Provide the Goods so that Completion is on or before the Completion Date.
30.2 The Purchaser decides the date of Completion and certifies it within one week of the date.
30.3 The Purchaser may instruct the Supplier to stop or not to start any work and may later instruct him that he may restart or start it.

31 Programme
31.1 The Supplier submits programmes to the Purchaser as stated in the Goods Information.
4 Testing and Defects

40 Searching for and notifying Defects
40.1 The Purchaser may instruct the Supplier to search for a Defect.
40.2 Until the defects date, the Purchaser notifies the Supplier of each Defect which he finds. In his notice the Purchaser states whether the defective goods are to be replaced by goods which are free of Defects or that the Defect may be corrected as stated in this contract.

41 Correcting Defects
41.1 The Supplier corrects Defects whether or not the Purchaser notifies him of them.
41.2 After Completion the Supplier corrects notified Defects or replaces the defective goods before the end of the defects correction period. This period begins at the later of Completion or when the Defect is notified. The Purchaser gives the Supplier access to and use of the defective goods as needed for correcting a Defect.

42 Uncorrected Defects
42.1 If the Supplier has not corrected a notified Defect by the end of the defects correction period, he pays the Purchaser's cost of having the Defect corrected or the defective goods replaced by other people.

5 Payment

50 Assessing the amount due
50.1 The Supplier assesses the amount due and submits an invoice at each assessment day. The invoice includes the details stated in the Goods Information to show how the amount due has been assessed.
50.2 There is an assessment day in each month from the starting date until one month after the defects date for the supply of the whole of the goods.
50.3 The amount due is the Price for Goods Provided to Date, plus other amounts to be paid to the Supplier less amounts to be paid by or retained from the Supplier. Any value added or sales tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.
50.4 The Contractor pays delay damages for each day from the Completion Date until Completion.

51 Payment
51.1 The Purchaser pays the Supplier within three weeks of the date of the Supplier’s invoice. The first payment is the amount due. Other payments are the change in the amount due since the last payment.
51.2 A payment is made by the Supplier to the Purchaser if the change reduces the amount due. Other payments are made by the Purchaser to the Supplier.
51.3 If the Purchaser does not agree with an invoice submitted by the Supplier, he notifies the Supplier of the reason for his disagreement before the payment is due. He pays any agreed part of the invoice.
51.4 If a payment is made late, simple interest at the rate of 0.5% per complete week of delay is added to the payment.
6 Compensation events

60 Compensation events
60.1 The following are compensation events:
   (1) The Purchaser gives an instruction changing the Goods Information except
      • a change made in order to accept a Defect or
      • a change which only affects the quantities of items in the Price List for which a rate but no quantity is stated.
   (2) The Purchaser gives an instruction to stop or not to start any work.
   (3) The Purchaser changes a decision which he has previously communicated to the Supplier.
   (4) The Purchaser instructs the Supplier to search for a Defect and none is found.
   (5) The Purchaser does not give access to and use of the delivery location to the Supplier as necessary for the work included in this contract.
   (6) The Purchaser does not provide something which he is to provide by the date for providing it stated in this contract.
   (7) The Purchaser notifies a correction to an assumption about a compensation event which he has previously stated.
   (8) A loss of or damage to the goods and Materials arising from
      • fault of the Purchaser,
      • Purchaser's design
      • Materials provided by the Purchaser or
      • an action of a third party after Completion

61 Notifying compensation events
61.1 The Supplier notifies to the Purchaser an event which has happened or which he expects to happen as a compensation event if
   • the Supplier believes that the event is a compensation event and it is less than two weeks since he became aware of the event and
   • the Purchaser has not notified the event to the Supplier.

61.2 The Prices and the Completion Date are not changed if the Purchaser decides that an event notified by the Supplier
   • arises from a fault of the Supplier,
   • has not happened and is not expected to happen,
   • has no effect upon the total of the Prices or Completion or
   • is not one of the compensation events stated in this contract.
   If the Purchaser decides otherwise, he instructs the Supplier to submit a quotation for the event. The Purchaser notifies his decision to the Supplier, or instructs him to submit a quotation, within one week of the Supplier's notification to him of the event.

61.3 If the Purchaser decides that the Supplier did not give an early warning of the event which he could have given, he notifies his decision to the Supplier when he instructs him to submit quotations.

61.4 If the Purchaser decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the Supplier to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the Purchaser notifies a correction.

61.5 A compensation event is not notified after the later of the defects date and the last defects correction period.

62 Quotations for compensation events
62.1 Quotations for compensation events comprise proposed changes to the Prices or rates and any delay to the Completion Date assessed by the Supplier. The Supplier submits details of his assessment with each quotation. The Supplier submits a quotation within one week of being instructed to do so by the Purchaser or, if no such instruction is received, within two weeks of the notification of a compensation event.
62.2 The Purchaser replies within one week of the Supplier's submission. For a proposed instruction or changed decision, his reply is:
- notification that the instruction or changed decision will not be given,
- confirmation of the instruction or changed decision and acceptance of the quotation or
- confirmation of the instruction or changed decision and notification that he does not agree with the quotation.

For other compensation events, his reply is:
- acceptance of the quotation or
- notification that he does not agree with the quotation.

63 Assessing compensation events
63.1 The changes to the Prices are assessed by forecasting the effect of the compensation event upon the Supplier's costs and, if the effect is to increase the Supplier's costs, adding 5%. If the compensation event has already occurred and its effect was to increase the Supplier's costs, the assessment is based upon the increased costs due to the event which the Supplier has recorded. The effect is assessed separately for the cost of people, Equipment, and Materials, subcontracted work and the Supplier's overheads. Costs are assessed at open market or competitively tendered prices with all discounts, rebates and taxes which can be recovered deducted.

63.2 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.

63.3 If the Purchaser has notified the Supplier of his decision that the Supplier did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the Supplier had given early warning.

63.4 Assessment of the effect of a compensation event includes cost and time risk allowances for matters which have a significant chance of occurring and are at the Supplier's risk under this contract.

63.5 Assessments are based on the assumptions that the Supplier reacts competently and promptly to the compensation event and that additional cost and time due to the event are reasonably incurred.

63.6 A compensation event which is an instruction to change the Goods Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the Supplier.

7 Title
70 Passing of title
70.1 The Supplier's title to the goods passes to the Purchaser on delivery of the goods at the delivery location. The Supplier ensures that the title which he passes is full and unencumbered.

8 Limitation of liability, indemnities and insurance
80 Limitation of liability.
80.1 The Supplier is not liable to the Purchaser for loss of or damage to the Purchaser's property more than the amount stated in the Contract Data for any one event.

80.2 The Supplier is not liable to the Purchaser for loss of revenue or profit except as provided for in these Conditions of Contract.
81 **Indemnities**

81.1 The Purchaser indemnifies the Supplier against claims proceedings compensation or costs payable which are the unavoidable result of the goods or of Providing the Goods or which arise from:
- fault
- negligence
- breach of statutory duty
- infringement of an intellectual property right or
- interference with a legal right
by the Purchaser or by any person employed by or contracted to him except the Supplier.

81.2 The Supplier indemnifies the Purchaser against other:
- losses and claims in respect of:
  - death of or injury to a person and
  - loss of or damage to property (other than the goods and Materials) and
- claims, proceedings, compensation and costs payable arising from or in connection with the Supplier's Providing the Goods.

81.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility contributed to the losses, claims, proceedings, compensation and costs.

82 **Insurance cover**

82.1 The Supplier provides the insurances stated in the Insurance Table to the extent that:
- they are not stated in the Contract Data as provided by the Purchaser and
- the events insured against are at the Supplier's risk.
Insurances are in the joint names of the Parties. The cover is from the starting date until delivery of the goods to the delivery location.

<table>
<thead>
<tr>
<th>INSURANCE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance against</strong></td>
</tr>
<tr>
<td>Loss of or damage to the goods and Materials.</td>
</tr>
<tr>
<td>Liability for loss of or damage to property (except the goods, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) arising from or in connection with the Supplier's Providing the Goods.</td>
</tr>
</tbody>
</table>

83 **If the Supplier does not insure**

83.1 The Purchaser may insure a risk which this contract requires the Supplier to insure if the Supplier does not submit evidence of current insurance to the Purchaser within one week of being asked to do so. The cost of this insurance to the Purchaser is paid by the Supplier.

9 **Disputes and termination**

90 **Settlement of disputes**

90.1 A Party may notify the other Party that he disagrees with him on any matter under or in connection with this contract within four weeks of becoming aware of the disagreement. Unless settled by the Parties, either Party may submit a notified disagreement to the Adjudicator for settlement as a dispute.

90.2 In settling the dispute, the Adjudicator takes into account information which is provided to him by each Party within two weeks of the submission.

90.3 The Adjudicator settles the dispute by notifying the Parties of his decision and of the reasons for his decision within four weeks of the submission.

91 **The Adjudicator**

91.1 The Adjudicator settles the dispute impartially as independent adjudicator and not as arbitrator. His decision is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. He is paid equally by the Parties.

91.2 Any communication between a Party and the Adjudicator is communicated at the same time to the other
91.3 The Parties indemnify the *Adjudicator* for his actions and his failures to act in connection with this contract except any actions or failures to act which are in bad faith.

92 **Reference to the courts**

92.1 A Party may refer a dispute to the courts if
   - he is dissatisfied by the *Adjudicator*’s decision or
   - the *Adjudicator* did not notify his decision within the time allowed except that neither Party may refer such a dispute to the courts more than four weeks after the end of the time allowed for the *Adjudicator*’s decision.

92.2 A Party may also refer a dispute which the *Adjudicator* has not settled to the courts if the *Adjudicator* has resigned or cannot now act and the Parties have not chosen a new adjudicator.

93 **Termination and reasons for termination**

93.1 If either Party wishes to terminate, he notifies the other giving details of his reason for terminating. The *Purchaser* issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the *Supplier* does no further work necessary to complete the supply of the *goods*.

93.2 Either Party may terminate if
   - the other Party has become bankrupt or insolvent (or its equivalent) (Reason 1) or
   - has assigned this contract (Reason 2).

93.3 The *Purchaser* may terminate if the *Purchaser* has notified the *Supplier* that he has
   - substantially failed to comply with his obligations (Reason 3),
   - substantially hindered the *Purchaser* (Reason 4),
   - substantially broken a health or safety regulation (Reason 5) or
   - not stopped defaulting or not put the default right within two weeks of the notification (Reason 6)
   or for any other reason (Reason 7).

93.4 The *Supplier* may terminate if:
   - the *Purchaser* has not paid an amount due within ten weeks of its *assessment day* provided that the *Supplier* has submitted a valid tax invoice which includes the information required by this contract. (Reason 8).
   - the *Purchaser* has instructed the *Supplier* to stop or not to start any substantial work or all work for a reason which is not the *Supplier*’s fault and an instruction allowing the work to re-start or start has not been given within eight weeks (Reason 9).

94 **Procedures on termination**

94.1 On termination, the *Purchaser* may obtain the *goods* from other people and may use any *goods* and Materials to which he has title. The *Supplier* leaves the *delivery location* and removes the Equipment.

95 **Payment on termination**

95.1 The amount due on termination includes an amount due assessed as for normal payments, and any amounts retained by the *Purchaser*.

95.2 If the *Purchaser* terminates for Reason 1, 2, 3, 4, 5 or 6, the amount due on termination also includes a deduction of the forecast of the additional cost to the *Purchaser* of completing the supply of the *goods*.

95.3 If the *Supplier* terminates for Reason 1, 2, 8 or 9 or if the *Purchaser* terminates for Reason 7, the amount due on termination also includes other costs to which the *Supplier* is committed.
PART C2: PRICING DATA

Pricing instructions

This price list has columns for quantity, rate and price for the *goods*. Entries in these columns are made as follows:

If the *Supplier* is to be paid an amount for the *goods* which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.

If the *Supplier* is to be paid an amount for the *goods* which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a ‘Bill of Quantities’ arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the *Purchaser*) to produce the price which is also entered.

If the *Supplier* is to be paid an amount for an item of the *goods* which is the rate multiplied by the quantity supplied - whatever that quantity turns out to be (i.e. a ‘schedule of rates’ arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier’s offer cannot include a total of the prices which covers all the items which the *Supplier* has to supply if any of the supply is dealt with using items with a rate only.

Rate only entries must not be made for work covered by other items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of the <em>goods</em></th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Price</th>
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Total (if applicable)
PART C3: SCOPE OF WORK

1 Description of the goods

Give a detailed description of the goods which the Supplier is to supply, and of any work he is to design. The description must state a purpose for the goods and any constraint (performance specification) on how he is to provide them. Specifications and drawings of the goods are listed in a later section of this Goods Information.

2 Procurement strategy.

2.1 Batch Order process

If this contract is for a series of Batch Orders, describe the procedure to be used for issuing Batch Orders, who will issue them and from where. Describe anything which the Supplier is to do before starting to make arrangements for the supply of goods included in a Batch Order, especially any arrangements for submission and acceptance of the Supplier’s design if applicable.

2.2 Intentions of the Purchaser before Completion

Describe any tests and inspections which are to be done before delivery. List any particulars about the goods which are to be supplied before or just after delivery, such as operation manuals, drawings, spares, lists etc. Completion will not apply until these particulars have been complied with.
2.3 Particulars to be included on the Supplier’s Tax Invoice

List any particulars which the Supplier is to include in his invoices, such as Batch Order number, date of delivery etc.


3 Services, equipment, materials and other things supplied by the Purchaser

3.1 Services and equipment

Describe what the Purchaser will supply to the Supplier to assist him Provide the Goods. This may include design and inspection provided by the Purchaser or shipping agency or transport services.


3.2 Materials and other things.

List any “free issue” Materials and other things which the Purchaser will supply.

<table>
<thead>
<tr>
<th>Item</th>
<th>Date by which it will be supplied</th>
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3.3 Arrangements for delivery receipt and off-loading

Describe the arrangements for receipt and off-loading of the goods. Make it clear who is to do the off loading and who provides the equipment for off loading. List the documentation required at time of delivery. Describe any special delivery or collection arrangements, and whether any third party is involved in the delivery or collection.


4 Programme and planning

Specify what form the programme (if any) is to be in and what information is to be shown on it. If this contract is for a series of Batch Orders, state the anticipated total requirements for the goods and the planned rate of delivery.

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<th>Title</th>
<th>Date or Revision</th>
<th>Tick if publicly available</th>
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5 Specifications

List the specifications applicable to the goods and for this contract.

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<th>Title</th>
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6 Drawings

List the drawings applicable to this contract.

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<th>Drawing Number</th>
<th>Revision</th>
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### Batch Order

**No.** | **Contract No.**
---|---

**To the Supplier**

**Tel** | **Fax** | **E mail:**
---|---|---

Please supply the following Batch in accordance with the above referenced contract which includes the Data stated in this Batch Order

<table>
<thead>
<tr>
<th>Goods selected from the Price List for this Batch</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Price</th>
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<tbody>
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<td><strong>Item</strong></td>
<td><strong>Description</strong></td>
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**Total for this Batch Order**

The *delivery location* is

The *starting date* is | The *completion date* is
---|---

Amplify the Goods Information, if necessary, regarding anything to be provided by either Party to the other, and any particular plans or interfaces for this Batch.

---

The *Purchaser* is represented for this Batch by

**Address** (if different to that given above)

**E mail:** | **Tel** | **Fax**
---|---|---

**Accepted by the Supplier** | **Signed:**
---|---

**Date**