



NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and [Insert at award stage]
(Reg No. _____)

for [•]

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	

C1.2 SC3 Contract Data

(a) Part one - Data provided by the *Purchaser*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Kusile Power Station (Bongani Ndala)
	Address	Kusile Power Station, R545 Kendal/Balmoral road Emalahleni South Africa 1035
	Tel No.	013 699 7388
	Fax No.	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	[•]The supply and delivery of Laboratory chemicals and consumables at Kusile Power station for a period of 5 years on an “as and when required basis”.
11.2(14)	The following matters will be included in the Risk Register	[•]Unavailability of Chemicals Late deliveries Non conformance to specification Supply interruption in the event of industrial action Additional risk will be managed by both parties as they arise during the contract period
11.2(15)	The Goods Information is in	Part 3: Scope of Work(URS) 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	[•] Two working days
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	3 working days from the date of receipt of the Purchase Order
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]

<hr/>		
4	Testing and defects	
42	The <i>defects date</i> is	[●] Two weeks after delivery.
43.2	The <i>defect correction period</i> is	[●] Four weeks after delivery after purchaser's notification of a defect
42.2	The <i>defects access period</i> is	[●] 7 days after the defects date
5	Payment	
50.1	The <i>assessment interval</i> is	Five days after delivery to Kusile Power Station
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days from invoice date.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	To be applied as per the NEC contract.
7	Title	The supply and delivery of Laboratory chemicals and consumables at Kusile Power station for a period of 5 years on an "as and when required basis".

8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	1. [●] Poor quality chemicals and consumables 2. [●] Shortage of chemicals in the market 3. [●] Late deliveries
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	The total value of the contract
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	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.
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:	N/A
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	Will be equivalent to the total value of the contract
88.5	The <i>end of liability date</i> is	[●] Two years after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is	the person selected from the Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him
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 The person or organisation who will choose an arbitrator 1. if the Parties cannot agree a choice or 2. if the arbitration procedure does not state who selects an arbitrator, is	[●] South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

b. Data for
Option
clauses

c.

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•] will be determined at time of contracting The price will be fixed for the first year and subject to escalation after end of the first year		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for Index prepared by	
		0.60	[•] Inflation	[•] SEIFSA
		0.25	[•] Transportation	[•] SEIFSA
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]0.15	non-adjustable	
1.00				
X2	Changes in the law			
X2.1	A change in the law of	The Republic of South Africa		
X7	Delay damages			
X7.1	Delay damages for Delivery are 1% of the Purchase order value to maximum of 10% of the total purchase order value.			
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	50% value of the defected product will be paid by the supplier or deducted from the supplier purchase order		

Z	The <i>additional conditions of contract</i> are Z1 to Z12 always apply for Eskom

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* 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 *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 25.4

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.
- Without limitation the *Supplier*:
1. 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
 2. undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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 *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 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 *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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 *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

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 Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a 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 *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* 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 *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* 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 *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

d. The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	departure	EXW	Suppliers place
D	arrival	DAT, DAP, DDP	Kusile Power Station

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the goods from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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

e. The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Refer to C3.1 Purchasers goods information	
2. The requirements for transport are	Refer to C3.1 Purchasers goods information	
3. The delivery place is	Kusile Power Station Stores building	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Purchaser</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Supplier</i>
	Arrange access to delivery place	<i>Purchaser</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier</i>
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Title of document	
	SDS	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results (Certificate of analysis)	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

All other information NOT pertinent to the above is given in the balance of the Goods Information**Annexure B: Insurance provided by the Purchaser**

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.

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

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

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

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

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

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

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

All other insurance

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

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

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

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure C: The *Purchaser's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Purchaser's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Adv. Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

C1.2 Contract Data

9 Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

- [1] Please read both the NEC3 Supply Contract (SC3)³ and the relevant parts of its Guidance Notes (SC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete.
- [2] The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
- [3] Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

	b. Statement	c. 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:	Scope of work (URS)
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	Part 2 ; Pricing data
11.2(14)	The following matters will be included in the Risk Register	Matters will be included in the risk register as they arise during the contract period
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	None
30.1	The <i>delivery date</i> of the goods and services is:	Three days (72 hour) upon receipt of the Purchase order
31.1	The programme identified in the Contract Data is contained in:	N/A
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

³ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA
NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i> (refer to excel workbook)	8
C2.3	Other pricing data	3

• C2.1 Pricing assumptions

10

The *conditions of contract*

a. How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (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.

b. 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.

c. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before 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.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* 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. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

d. Format of the *price schedule*

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

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

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

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

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

• C2.2 The *price schedule*

SEE “FINANCIAL TENDER RETURNABLES” C2.2 (Excel file) of the tender documentation

List of Required Chemicals and Consumables

Chemical description	Pack	Grade	Total Quantities	Price (R)
Ammonia iron (II) Sulphate hexahydrate	500g	AR	30	
Ammonia molybdate	500g	AR	10	
Ammonium chloride	500g	AR	30	
Ascorbic acid	500g	GR	25	
Buffer pH 4	500ml	AR	240	
Buffer pH 7	500ml	AR	240	
Buffer pH 9.18	1L	AR	25	
Buffer pH 9.22	1L	AR	25	
Buffer pH 10	500ml	AR	75	
Molybdate reagent	500 ml	AR	20	
Citric acid reagent	500 ml	AR	20	
Amino acid reagent	500 ml	AR	20	
Calcium carbonate	250g	AR	25	
Calcium hydroxide	500g	AR	25	
Calcium standard 1000ppm	500ml	AR	50	
Calcium standard	Ampoule		15	
Calconcarboxylic acid.	5 g	GR	10	
Camphor pellets	250g	GR	30	
Citric acid salt	500g	GR	25	
Chloride standard 1000ppm	500ml	AR	100	
Chloride standard	Ampoule		25	
Copper standard 1000ppm	500ml	AR	10	
Cooper standard	Ampoule		10	
DPD 1 (N,N-diethyl-p-phenylene-diamine 1)	pkts	AR	15	
DPD 3 (N,N-diethyl-p-phenylene-diamine 3)	pkts	AR	15	
Diisopropylamine	2.5L	AR	360	
Di-sodium-tetraborate-decahydrate (Borax)	500g	AR	10	
Eriochrome black T	250g	AR	10	
Ethanol 70%	2.5 L	AR	45	
EDTA (Ethylene diamine tetra acetic acid)	500g	AR	45	
Flouride standard 1000ppm	500ml	AR	25	
Hydrochloric acid 32%	2.5L	AR	55	
Iron standard 1000ppm	500ml	AR	25	
Iron standard	Ampoule		10	

Iron chloride	500g	AR	5	
Iodine indicator	500g	AR	5	
Manganese standard 1000ppm	500ml	AR	10	
Manganese standard	Ampoule		10	
Magnesium standard 1000ppm	500ml	AR	25	
Magnesium standard	Ampoule		15	
Methyl red indicator	250g	AR	5	
Methyl orange	250g	AR	5	
Nitrate standard 1000 ppm	500ml	AR	50	
Nitrate standard	Ampoule		25	
Nitric acid 65% (ultra-pure)	2.5L		25	
Nessler reagent	500ml	AR	10	
Oxalic acid	500 g	AR	25	
Potassium hydroxide	500g	AR	25	
Potassium standard 1000ppm	500 mL	AR	10	
Potassium standard	Ampoule		10	
Potassium chloride	500g	AR	1080	
Potassium dichromate	500g	AR	25	
Potassium dihydrogen orthophosphate	500g	AR	25	
Potassium hydrogen phthalate	500g	AR	25	
Potassium iodide	500g	AR	25	
Potassium metabisulphate	500g	AR	25	
potassium nitrate	500g	AR	25	
Potassium permanganate	500g	AR	25	
Potassium standard 1000ppm	500ml	AR	25	
Potassium sulphate	500g	AR	10	
Phenolphthalein indicator	500 g	AR	5	
Phosphate standard 1000ppm	500ml	AR	25	
Phosphate standard	Ampoule		10	
Sodium carbonate	500g	AR	60	
Sodium flouride	500g	AR	15	
Sodium thiosulphate	500g	AR	25	
Sodium hydrogen carbonate / sodium bicarbonate	500g	AR	75	
Sodium hydrogen phosphate	500 g	AR	25	
Sodium hydroxide pellets	500g	AR	30	
Sodium standard 1000ppm	500ml	AR	50	
Sodium standard	Ampoule		50	
Sodium sulphite	500g	AR	10	
Sulphate standard 1000ppm	500ml	AR	50	
Sulphate standard	Ampoule		25	
Sulphuric acid	2.5L	AR	50	
Sodium chloride	500g	AR	25	
Sodium sulphate	500g	AR	25	
Silica standard 1000ppm	500ml	AR	50	

Tartaric acid	500g	AR	30	
Turbidity standard (formazin) 4000 NTU	1L	GR	5	
Turbidity standard (formazin) (<0.5 to 7500 NTU)	set	GR	5	
Potassium chloride	50 g	GR	10	
Potassium dihydrogen phosphate anhydrous	50 g	GR	10	
di-potassium hydrogen phosphate anhydrous	50 g	GR	10	
Potassium iodide	50 g	GR	5	
Potassium nitrate	50 g	GR	5	
Potassium sulphate	100 g	GR	5	
di-Sodium hydrogen phosphate anhydrous	50 g	GR	5	
Sodium iodide	50 g	GR	5	
Sodium nitrate	50 g	GR	10	
Sodium sulphate anhydrous	50 g	GR	10	
Molecular sieves 0.3 beads with moisture indicator	250 g		15	
Molecular sieves 0.3 beads	250 g		15	
Buffer titrisol pH 4	ampoule		5	
Buffer titrisol pH 7	ampoule		5	
Buffer solution 4 (titripac)	10 L		5	
Buffer solution 7 (titripac)	10 L		5	
Potassium chloride solution (3 mol/l)	500 ml		15	
Anion multi-element standard I	500 ml		5	
Anion multi-element standard II	500 ml		5	
Cation multi-element standard I acc to EN ISO 14911	100 ml		25	
UV standard I	10 ml		20	
UV standard II	10 ml		20	
Rectangular cell quartz 10 mm	2 cells		10	
TOC standard acc to EN 1484/DIN 38409-H3	100 ml		25	
Chemizob- Alkalis	1 kg		15	
Chemizorb-Acid	2 kg		15	
Extran MA 02 liquid neutral for glass cleaning phosphate free	10 L		15	
Extran AP 22	10 L		15	
Adapter composed of PP for 10 Extran canister	1 piece		5	
Sodium hydroxide pellets	500 g	GR	40	
Gloves latex powder free (small)	100/box		500	
Gloves latex powder free (Medium)	100/box		500	
Gloves latex powder free (Large)	100/box		500	
Chloride titrisol	Ampoule		25	
Flouride titrisol	Ampoule		25	
Nitrite titrisol	Ampoule		25	
Phosphate titrisol	Ampoule		25	
Sulphate titrisol 1g H2SO4 in water	Ampoule		25	
Tris(hydroxymethyl)aminomethane	80 g		10	

Potassium dichromate	80 g		10	
Ethanol 99.5%	2.5 L	AR	30	
Filter paper 0.45 micron, 47 mm membrane	box		50	
Hydrofluoric acid 38-40 %	2.5 L	AR	5	
Acetone 99.5%	2.5 L	AR	59	
Toluene 99.5%	2.5L	AR	100	
Methanol 99.5%	2.5L	AR	25	
Combimethanol	2.5 L		25	
Hydranal composite 5	2.5L		25	
Water standard 0.1%	8 ml x10		25	
Combititrant 5	2.5 L		25	
Chloroform	250 ml		40	
Combicoulomat for cells with diaphragm	500 ml		25	
Tetrabutylammonium hydroxide	2.5 L		10	
Electrolyte solution	500 ml		30	
Sample bottles PE LD wide neck with caps 1000 ml	Box		25	
Sample bottles PE LD wide neck with caps 2000 ml	Box		25	
Cell culture flask with red standard caps sterile, 50 ml	Box		15	
Cell culture flask with red standard caps sterile, 250 ml	Box		25	
Cell culture flask with red standard caps sterile, 500 ml	Box		3	
Plastic Erlenmeyer flask, 250 ml	250 ml		75	
Glass beaker, 120 ml	piece		60	
Aluminium foil 0.010/80mm	box		5	
Low level Metrohm IC sample bottles, 50ml	piece		1000	
Cadmium granular	500 g	AR	1	
Filter paper 125 mm diameter	100/pack		70	
Jumbo paper roll (158 mm)	roll		65	
Jumbo paper roll (210 mm)	roll		65	
Micropipette tips (0.1mL-1 mL)	pack		15	
Micropipette (0.1mL -1 mL)	1 piece		15	
Micropipette (1mL-10 mL)	1 piece		15	
Micropipette tips (1mL-10 mL)	pack		15	
Pipette (1 -10 mL)	1 piece		10	
Pipette tips (1-10 mL)	pack		10	
Rubber less syringe (10 mL)	100/box		50	
Silver nitrate	100 g	AR	45	
Starch soluble (Thiodene)	500 g	AR	45	
EDTA 0.2N/0.1M Solution,2.5L	2.5L		30	
Total Hardness standard 1000ppm	500ml		30	
Total alkalinity 1000ppm	500ml		30	
Conductivity Standard 1000 uS/cm	500ml		30	
IC eluent concentrate	64mmM and 20mM		25	

- C2.3 Other pricing data

SEE “FINANCIAL TENDER RETURNABLES” C2.3 of tender documentation

Document reference	Title: The supply and delivery of Laboratory chemicals and consumables at Kusile Power station for a period of 5 years on an “as and when required basis”.	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

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

Part 3: Scope of Work **Error! Bookmark not defined.**

C3.1: *Purchaser's* Goods Information **Error! Bookmark not defined.**

1	Overview and purpose of the <i>goods</i> and <i>services</i>	8
2	Specification and description of the <i>goods</i>	8
2.1	<i>Purchaser's</i> design	11
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design	12
2.3	Other requirements of the <i>Supplier's</i> design	12
2.4	Use of <i>Supplier's</i> design	12
2.5	Manufacture & fabrication	12
2.6	Factory acceptance testing (FAT)	12
2.7	Other tests and inspections and commissioning in place of use	12
2.8	Operating manuals and maintenance schedules	12
3	Supply Requirements	13
4	Specification of the <i>services</i> to be provided	13
5	Constraints on how the <i>Supplier</i> Provides the Goods	13
5.1	Programming constraints	13
5.2	Work to be done by the Delivery Date	13
5.3	Marking the <i>goods</i>	13
5.4	Constraints at the delivery place and place of use	13
5.5	Cooperating with Others	13
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	14
5.7	Management meetings	14
5.8	Documentation control	14
5.9	Health and safety risk management	15
5.10	Environmental constraints and management	15
5.11	Quality	15
5.12	Invoicing and payment	15
5.13	Insurance provided by the <i>Purchaser</i>	15
5.14	Contract change management	15
5.15	Provision of bonds and guarantees	16
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	16
6	Procurement	16
6.1	Subcontracting	16
6.1.1	Preferred subcontractors	16
6.1.2	Limitations on subcontracting	16
6.1.3	Spares and consumables	16
6.1.4	Other requirements related to procurement	16
6.1.5	Cataloguing requirements	16
7	List of drawings	17
7.1	Drawings issued by the <i>Purchaser</i>	17
C3.2	<i>Supplier's</i> Goods Information	18

1 Overview and purpose of the *goods and services*

The Supply and delivery of laboratory chemicals and consumable for a period of five (5) years.

2 Specification and description of the *goods*

Kusile Chemical Services list of Chemicals required

Chemical description	Pack
Ammonia iron (II) Sulphate hexahydrate	500g
Ammonia molybdate	500g
Ammonium chloride	500g
Ascorbic acid	500g
Buffer pH 4	500ml
Buffer pH 7	500ml
Buffer pH 9.18	1L
Buffer pH 9.22	1L
Buffer pH 10	500ml
Molybdate reagent	500 ml
Citric acid reagent	500 ml
Amino acid reagent	500 ml
Calcium carbonate	250g
Calcium hydroxide	500g
Calcium standard 1000ppm	500ml
Calcium standard	Ampoule
Calconcarboxylic acid.	5 g
Camphor pellets	250g
Citric acid salt	500g
Chloride standard 1000ppm	500ml
Chloride standard	Ampoule
Copper standard 1000ppm	500ml
Cooper standard	Ampoule
DPD 1 (N,N-diethyl-p-phenylene-diamine 1)	pkts
DPD 3 (N,N-diethyl-p-phenylene-diamine 3)	pkts
Diisopropylamine	2.5L
Di-sodium-tetraborate-decahydrate (Borax)	500g
Eriochrome black T	250g
Ethanol 70%	2.5 L
EDTA (Ethylene diamine tetra acetic acid)	500g
Flouride standard 1000ppm	500ml
Hydrochloric acid 32%	2.5L
Iron standard 1000ppm	500ml
Iron standard	Ampoule

Iron chloride	500g
Iodine indicator	500g
Manganese standard 1000ppm	500ml
Manganese standard	Ampoule
Magnesium standard 1000ppm	500ml
Magnesium standard	Ampoule
Methyl red indicator	250g
Methyl orange	250g
Nitrate standard 1000 ppm	500ml
Nitrate standard	Ampoule
Nitric acid 65% (ultra-pure)	2.5L
Nessler reagent	500ml
Oxalic acid	500 g
Potassium hydroxide	500g
Potassium standard 1000ppm	500 mL
Potassium standard	Ampoule
Potassium chloride	500g
Potassium dichromate	500g
Potassium dihydrogen orthophosphate	500g
Potassium hydrogen phthalate	500g
Potassium iodide	500g
Potassium metabisulphate	500g
potassium nitrate	500g
Potassium permanganate	500g
Potassium standard 1000ppm	500ml
Potassium sulphate	500g
Phenolphthalein indicator	500 g
Phosphate standard 1000ppm	500ml
Phosphate standard	Ampoule
Sodium carbonate	500g
Sodium flouride	500g
Sodium thiosulphate	500g
Sodium hydrogen carbonate / sodium bicarbonate	500g
Sodium hydrogen phosphate	500 g
Sodium hydroxide pellets	500g
Sodium standard 1000ppm	500ml
Sodium standard	Ampoule
Sodium sulphite	500g
Sulphate standard 1000ppm	500ml
Sulphate standard	Ampoule
Sulphuric acid	2.5L
Sodium chloride	500g
Sodium sulphate	500g
Silica standard 1000ppm	500ml
Tartaric acid	500g

Turbidity standard (formazin) 4000 NTU	1L
Turbidity standard (formazin) (<0.5 to 7500 NTU)	set
Potassium chloride	50 g
Potassium dihydrogen phosphate anhydrous	50 g
di-potassium hydrogen phosphate anhydrous	50 g
Potassium iodide	50 g
Potassium nitrate	50 g
Potassium sulphate	100 g
di-Sodium hydrogen phosphate anhydrous	50 g
Sodium iodide	50 g
Sodium nitrate	50 g
Sodium sulphate anhydrous	50 g
Molecular sieves 0.3 beads with moisture indicator	250 g
Molecular sieves 0.3 beads	250 g
Buffer titrisol pH 4	ampoule
Buffer titrisol pH 7	ampoule
Buffer solution 4 (titripac)	10 L
Buffer solution 7 (titripac)	10 L
Potassium chloride solution (3 mol/l)	500 ml
Anion multi-element standard I	500 ml
Anion multi-element standard II	500 ml
Cation multi-element standard I acc to EN ISO 14911	100 ml
UV standard I	10 ml
UV standard II	10 ml
Rectangular cell quartz 10 mm	2 cells
TOC standard acc to EN 1484/DIN 38409-H3	100 ml
Chemizob- Alkalis	1 kg
Chemizorb-Acid	2 kg
Extran MA 02 liquid neutral for glass cleaning phosphate free	10 L
Extran AP 22	10 L
Adapter composed of PP for 10 Extran canister	1 piece
Sodium hydroxide pellets	500 g
Gloves latex powder free (small)	100/box
Gloves latex powder free (Medium)	100/box
Gloves latex powder free (Large)	100/box
Chloride titrisol	Ampoule
Flouride titrisol	Ampoule
Nitrite titrisol	Ampoule
Phosphate titrisol	Ampoule
Sulphate titrisol 1g H2SO4 in water	Ampoule
Tris(hydroxymethyl)aminomethane	80 g
Potassium dichromate	80 g
Ethanol 99.5%	2.5 L
Filter paper 0.45 micron, 47 mm membrane	box
Hydrofloric acid 38-40 %	2.5 L

Acetone 99.5%	2.5 L
Toluene 99.5%	2.5L
Methanol 99.5%	2.5L
Combimethanol	2.5 L
Hydranal composite 5	2.5L
Water standard 0.1%	8 ml x10
Combititrant 5	2.5 L
Chloroform	250 ml
Combicoulomat for cells with diaphragm	500 ml
Tetrabutylammonium hydroxide	2.5 L
Electrolyte solution	500 ml
Sample bottles PE LD wide neck with caps 1000 ml	Box
Sample bottles PE LD wide neck with caps 2000 ml	Box
Cell culture flask with red standard caps sterile, 50 ml	Box
Cell culture flask with red standard caps sterile, 250 ml	Box
Cell culture flask with red standard caps sterile, 500 ml	Box
Plastic Erlenmeyer flask, 250 ml	250 ml
Glass beaker, 120 ml	piece
Aluminium foil 0.010/80mm	box
Low level Metrohm IC sample bottles, 50ml	piece
Cadmium granular	500 g
Filter paper 125 mm diameter	100/pack
Jumbo paper roll (158 mm)	roll
Jumbo paper roll (210 mm)	roll
Micropipette tips (0.1mL-1 mL)	pack
Micropipette (0.1mL -1 mL)	1 piece
Micropipette (1mL-10 mL)	1 piece
Micropipette tips (1mL-10 mL)	pack
Pipette (1 -10 mL)	1 piece
Pipette tips (1-10 mL)	pack
Rubber less syringe (10 mL)	100/box
Silver nitrate	100 g
Starch soluble (Thiodene)	500 g
EDTA 0.2N/0.1M Solution, 2.5L	2.5L
Total Hardness standard 1000ppm	500ml
Total alkalinity 1000ppm	500ml
Conductivity Standard 1000 uS/cm	500ml
IC eluent concentrate	64mmM and 20mM

3 Purchaser's design

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

4 Procedure for submission and acceptance of *Supplier's* design

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

5 Other requirements of the *Supplier's* design

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

6 Use of *Supplier's* design

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

7 Manufacture & fabrication

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

8 Factory acceptance testing (FAT)

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

9 Other tests and inspections and commissioning in place of use

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

10 Operating manuals and maintenance schedules

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

11 Supply Requirements

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

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

12 Specification of the services to be provided

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

13 Constraints on how the *Supplier* Provides the Goods

14 Programming constraints

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

15 Work to be done by the Delivery Date

The delivery should be done at Kusile Power station stores and the delivery note should be signed and stamped with Eskom store stamp

16 Marking the *goods*

The good should be clearly Marked by the original manufacturer and no repackaging will be allowed

17 Constraints at the delivery place and place of use

Non

18 Cooperating with Others

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

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

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

20 Management meetings

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

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ Wednesdays_____ at _____ 14:00_____	Kusile Power Station	
Overall contract progress and feedback	Monthly on Wednesday s_____ at _____ 14:00_____	Kusile Power Station	<i>Purchaser, Supplier, and _____</i>

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

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

21 Documentation control

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

22 Health and safety risk management

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

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

23 Environmental constraints and management

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

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

24 Quality

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

25 Invoicing and payment

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

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

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

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

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

26 Insurance provided by the *Purchaser*

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

27 Contract change management

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

28 Provision of bonds and guarantees

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

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

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

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

30 Procurement

31 Subcontracting

32 Preferred subcontractors

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

33 Limitations on subcontracting

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

34 Spares and consumables

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

35 Other requirements related to procurement

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

36 Cataloguing requirements by the *Supplier*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Supplier* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

37 List of drawings

38 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

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

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

This section could also be compiled as a separate file.
