



NEC3 Supply Contract (SC3)

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

and (At award stage)

**for SUPPLY AND DELIVERY OF BOILER VALVES FOR STOCK
REPLENISHMENT FOR A PERIOD OF FIVE (5) YEARS AT
LETHABO POWER STATION**

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CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY AND DELIVERY OF BOILER VALVES FOR STOCK REPLENISHMENT FOR A PERIOD OF FIVE (5) YEARS AT LETHABO POWER STATION

The tenderer, identified in the Offer signature block, has

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:** _____

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Purchaser

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

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

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

Name &
signature
of witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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	<u>Main Clause</u> A: Priced contract with price list W1: Dispute resolution procedure <u>Secondary Clause</u> X1 Price adjustment for inflation X2 Changes in the law X18: Limitation of liability X19: Task Order Z: <i>Additional conditions of contract</i>
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	Lefaso Hlapane

Address	Lethabo Power Station		
Tel	016 457 5527		
Fax	016 457 5527		
e-mail	HlapanLJ@eskom.co.za		
11.2(13)	The <i>goods</i> are	supply and delivery of boiler valves for stock replenishment for a period of five (5) years at lethabo power station as stated on C3.1 "Purchaser's Goods Information"	
11.2(13)	The <i>services</i> are	supply and delivery of boiler valves for stock replenishment for a period of five (5) years at lethabo power station	
11.2(14)	The following matters will be included in the Risk Register	Delay on delivery date	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 working days	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	01 September 2021	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 Valves (on as and when required basis)	As per Task 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.	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.
4	Testing and defects	
42	The <i>defects date</i> is	52 weeks after Delivery.
43.2	The <i>defect correction period</i> is	1 week
	except that the <i>defect correction period</i> for	N/A
	and the <i>defect correction period</i> for	N/A
42.2	The <i>defects access period</i> is	2 days
	except that the <i>defect access period</i> for	N/A
	and the <i>defect access period</i> for	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be done after every delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. [●] 2. [●] 3. [●]
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i> , plant and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B
		If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.

The deductibles are **See notes in data for clause 88.2 below and Annexure B**

84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	R [●] [As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the “free issue” plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately. However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser</i>’s property the cover limit amount is not less than • R15 million (fifteen million Rand) for exposure to Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; • R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser</i>’s property for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor</i>’s common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier</i> ’s liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)

88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" {choose the applicable format, then delete the others and this note}, insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
88.5	The <i>end of liability date</i> is	12 months 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 ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	

	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
10	Data for Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
			non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	The Republic of South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages	Delay damages of 1% (one) per day up to a maximum of 10 % of the order value for late deliveries will apply.		
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
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*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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 *Supplier* 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.

Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.

Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.

Z 12.4 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]

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	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	

	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order
	The Bill of Entry endorsed by the importation authority
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

Annexure B: Insurance provided by the *Purchaser*

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

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

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

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

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

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

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

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

All other insurance

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

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

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

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_

[From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

PART 2: PRICING DATA

NEC3 Supply Contract

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

C2.1 Pricing assumptions

1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* 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 *Purchaser* to pay to the *Supplier* 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.

2. 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.

3. Preparing the *price schedule*

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

and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Material	Text	UMC	Qty	Rate for each	Total
0069550	STEM, VALVE: VALVE STYLE: PARALLEL SLIDE; VALVE SIZE: 20 MM; DIAMETER: 30 MM; LENGTH: 230 MM; MATERIAL: STL; ASSEMBLY: USED ON DEWRANCE TYPE P777H020BFDA; REFERENCE NO: 0041830;	EA	8		
0070271	VALVE, ANGLE: TYPE: GLOBE; VALVE SIZE: 1/2 IN; DESIGN RATING: CL2500; TEMPERATURE RATING: 1000 DEG F; CONNECTION: SW; BODY MATERIAL: 182; OPERATED: HANDWHEEL; STYLE: PRESSURE SEAL BONNET; TRIM: DISC/SEAT STELLITED; GRADE: F316; BONNET METAL TO METAL; INTEGRAL GLAND WRENCH; ENDS TO SUIT 3/8 IN PIPE; TEST AND MATERIAL CERTIFICATION TO EN10204 3.1; MODEL NO: 0.50 13A2J 316 3C;	EA	24		
0110064	SPRING, COMPRESSION: LENGTH: 24 MM; COILS: 7; MATERIAL: STL; THRUST; SIZE: 12MM DIA; PART NO: 6301290, SUPPLIER: UNKNOWN	EA	16		
0110329	SPRING, COMPRESSION: LENGTH: 19 MM; MATERIAL: STL; FOR DEWARANCE PARALLEL SLIDE VALVE NB32MM, SIZE: 10MM DIA; REFERENCE NO: NB32; REFERENCE NO: P095H032BFDA; PART NO: 6680324, SUPPLIER: UNKNOWN;	EA	16		
0110347	SPRING, COMPRESSION: LENGTH: 23 MM; MATERIAL: STL; USED ON DEWRANCE VALVE TYPE P483L050BFDA; SIZE: 17MM DIA; PART NO: 6680325, SUPPLIER: UNKNOWN;	EA	28		
0110349	SPRING, COMPRESSION: LENGTH: 24 MM; MATERIAL: STL; DISC USED WITH DEWRANCE VALVE TYPE P473H050BFDA; SIZE: 22MM DIA; REFERENCE NO: 6680304;	EA	8		
0112019	SPRING, COMPRESSION: LENGTH: 25 MM; COILS: 7; MATERIAL: STL; ENDS: RD; LEFT HAND WOUND; SIZE: 17.5MM DIA; REFERENCE NO: 12-1773-400;	EA	6		
0112020	SPRING, COMPRESSION: LENGTH: 26 MM; COILS: 7; MATERIAL: STL; SIZE: 8MM DIA; REFERENCE NO: 86-08-30;	EA	4		
0178259	VALVE, RELIEF: VALVE SIZE: 100 X 70 MM; SET PRESSURE: 59 BAR; CONNECTION: FLANGE; BODY MATERIAL: CRMO; OPERATED: PRESSURE;	EA	7		
0178260	"VALVE, GATE: VALVE SIZE: 32 MM BODY MATERIAL: CRMO F22 TYPE: PARALLEL SLIDE REFERENCE NO: P095H032BFDA BRANDNAME: DEWRANCE	EA	2		

0178334	VALVE, CHECK: TYPE: LIFT; VALVE SIZE: 300 MM; DESIGN RATING: 33.13 MPA; TEMPERATURE RATING: 249 DEG C; CONNECTION: BW; BODY MATERIAL: STL; FACE TO FACE LENGTH: 1.943 M; OPERATED: WATER FLOW; STYLE: BOLTED CAP; TRIM: STL; APPLICATION: FEED WATER; TEMPERATURE DESIGN: 280 DEG C; PRESSURE OPERATING: 25 MPA; FLOW RATE: 250 KG/S; MEDIUM: FEED WATER; SIZE: 300 MM; PIPE SCHEDULE: OD 415 X ID 310 MM; WITHDRAWAL HEIGHT AVAILABLE: 756 MM; MATERIAL MUST BE COMPLIANT WITH HIGH PRESSURE PIPEWORK FOR FOSSIL FIRED POWER STATIONS STANDARD- 240-56239129 REV 1; TRANSITION PIECES MUST COME AS ONE UNIT WITH THE VALVE AND MUST MEET HIGH PRESSURE PIPEWORK FOR FOSSIL FIRED POWER STATIONS STANDARD 240-56239129 REV 1; THE ACCOMPANYING DOCUMENTS MUST INCLUDE EN10204 3.2 MATERIAL AND TEST CERTIFICATE;	EA	2		
0194314	VALVE, GLOBE: VALVE SIZE: 10 MM; DESIGN RATING: 20.5 MPA; CONNECTION: BW; BODY MATERIAL: 10CRMO9-10 1.7380; GRADE: 1.7380; TRIM: STELLITED; STYLE: 1 PC; TEMPERATURE RATING: 540 DEG C; FACE TO FACE LENGTH: 150 MM; OPERATED: HANDWHEEL; APPLICATION: TRANSMITTER LINES; VALVE WITH GLAND PACKING; HAND WHEEL MUST BE OD 100 MM; PIPE SCHEDULE: OD 26.90 MM; FLUID: STEAM; ACCESSORIES MUST HAVE A POSITION INDICATOR, FORGED BODY AND YOKE, STELLITED SEAT/DISC INTERFACE, PURE GRAPHITE PACKING; ITEM MUST BE ACCOMPANIED WITH MATERIAL TEST AND INSPECTION CERTIFICATE EN10204/3.2; DRAWING NO: FIG. 0375-1312J-F22 1A; FIG NO: 0375-1312J-F22 1A; PART NO: ZXSV;	EA	28		
0194323	"VALVE, GLOBE: VALVE SIZE: 3/8 IN DESIGN RATING: CL2500 CONNECTION: SW BODY MATERIAL: CS ASTM A105 TRIM: STELLITED STYLE: 1 PC TEMPERATURE RATING: -280 TO 1100 DEG F OPERATED: HANDWHEEL STEM DESIGN INTERGRAL FIGURE NO: 0.375-1012J-105-1A DRAWING NO: FIG. 0.375-1012J-105-1A	EA	15		

0219068	"VALVE, GLOBE: VALVE SIZE: 32 MM DESIGN RATING: 110 BAR GRADE: F22 TRIM: DISC/SEAT STELLITED STYLE: T PATTERN TEMPERATURE RATING: 593 DEG C OPERATED: HANDWHEEL CLASS 2500 LB LTD SOLID CAST INTEGRAL GLAND WRENCH METAL TO METAL PRESSURE SEAT BONNET AND BACKSEAT SCHEDULE 160 FITTED WITH A ROTORK 7A MOUNTING AND DRIVE NUT CONVAL 1.25IN PART NO: 13P4J-F227G	EA	22		
0226212	VALVE, SOLENOID: STYLE: ANGLE, THROTTLE; DESIGN RATING: 1500 LB; CONNECTION: BW 1/2 IN; BODY MATERIAL: FST SA 105; OPERATED: MANUAL; ORIFICE SIZE: 1/8 IN; TEMPERATURE RATING 21 MPA AT 400 DEG C; ORIFICE: STELLITE SOLID CAST; REPLACEABLE; INTEGRAL GLAND WRENCH; INTEGRAL METAL TO METAL PRESSURE SEAL; SEAL BONNET/BACKSEAT POSITION INDICATOR CONTROL MICROMETER DIAL SW ENDS; 3.2 TEST CERTIFICATE TO BE SUPPLIED WITH DELIVERY; FIG NO: 0.50-12-U-2-J-105-5E; , MANUFACTURER: CONVAL CLAMPSEAL;	EA	15		
0227695	"VALVE, GLOBE: VALVE SIZE: 32 MM DESIGN RATING: CL2500 CONNECTION: BW STYLE: CONVAL T PATTERN TEMPERATURE RATING: 19.3MPA AT 575 DEG C OPERATED: MANUAL GLAND WRENCH INTEGRAL METAL TO METAL PRESSURE SEAL BONNET AND BACKSEAT POSITION, INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END FIGURE NO: 1.25-13P4J-F22-5E	EA	10		
0227696	"VALVE, GLOBE: VALVE SIZE: 32 MM DESIGN RATING: CL2500 CONNECTION: BW BODY MATERIAL: CS ASTM A105 STYLE: CONVAL T PATTERN TEMPERATURE RATING: 42.55MPA AT 38DEG C OPERATED: MANUAL GLAND WRENCH INTEGRAL METAL TO METAL PRESSURE SEAL BONNET AND BACKSEAT POSITION, INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END FIGURE NO: 1.25-13P4J-105-7G	EA	25		

0227697	VALVE, CHECK: VALVE SIZE: 32 MM; DESIGN RATING: CL2500; TEMPERATURE RATING: 42.55 MPA AT 38 DEG C; CONNECTION: BW; BODY MATERIAL: A105; OPERATED: ACTUATOR; STOP; INTEGRAL GLAND WRENCH INTEGRAL METAL TO METAL; PRESSURE SEAL BONNET AND BACKSEAT POSITION; INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END; CONVAL T PATTERN; FIG NO: 1.25-13T4J-105-7G;	EA	30		
0227698	"VALVE, GLOBE: VALVE SIZE: 32 MM DESIGN RATING: CL2500 CONNECTION: BW BODY MATERIAL: CS ASTM A105 STYLE: CONVAL T PATTERN TEMPERATURE RATING: 42.55MPA AT 38DEG C OPERATED: ACTUATOR GLAND WRENCH INTEGRAL METAL TO METAL PRESSURE SEAL BONNET AND BACKSEAT POSITION INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END FIGURE NO: 1.25-13P4RJ-105-7G	EA	12		
0227702	VALVE, BALL: VALVE SIZE: 19 MM; DESIGN RATING: CL2500; TEMPERATURE RATING: 42.55 MPA AT 38 DEG C; CONNECTION: BW; BODY MATERIAL: A105; OPERATED: MANUAL; STYLE: CONVAL HEMISEAL; INTEGRAL GLAND WRENCH INTEGRAL METAL TO METAL, PRESSURE SEAL BONNET AND BACKSEAT POSITION, INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END; FIG NO: 0.75-8384-WCB-5E; REFERENCE NO: 0.75-8394-WCB-5E;	EA	35		
0227703	VALVE, BALL: VALVE SIZE: 32 MM; DESIGN RATING: CL2500; TEMPERATURE RATING: 42.55 MPA AT 38 DEG C; CONNECTION: BW; BODY MATERIAL: A105; OPERATED: MANUAL; STYLE: CONVAL HEMISEAL; INTEGRAL GLAND WRENCH INTEGRAL METAL TO METAL, PRESSURE SEAL BONNET AND BACKSEAT POSITION, INDICATOR CONTROL MICROMETER DIAL SOCKET WELD END; FIG NO: 1.25-8384-WCB-5E;	EA	70		
0227704	VALVE, BALL: VALVE SIZE: 32 MM; DESIGN RATING: CL2500; TEMPERATURE RATING: 19.3 MPA AT 575 DEG C; CONNECTION: BW; BODY MATERIAL: F22; FACE TO FACE LENGTH: 235 MM; OPERATED: MANUAL; STYLE: CONVAL HEMISEAL; SOFTGOODS: GLAND PACKING GRAPHITE; RENEWABLE BALL AND SEAT CARTRIDGE; TOP ENTRY BLOWOUT PROOF STEM COMPLETE WITH INTERGRAD GLAND WRENCH INTEGRAL ISO 5211 ACTUATOR FLANGE; SUPPLIED; SUPPLIED WITH EN10204/3.2 TEST AND MATERIAL CERTIFICATION; CERTIFICATION IN HARD AND SOFT COPY; SOFT COPY TO BE SUPPLIED TO THE SYSTEM ENGINEER ON DELIVERY ON THE VALVE; BUTT WELD END; FIG NO: 1.25-8394-F22-5E; FIG NO: 1.25-8384-WC9-5E;	EA	20		

0256233	VALVE, BALL: VALVE SIZE: 20 MM; DESIGN RATING: 3100 LB; TEMPERATURE RATING: 4.48 MPA AT 389 DEG C; CONNECTION: FLANGE BW TO XXS; BODY MATERIAL: STL CAST; FACE TO FACE LENGTH: 230 MM; OPERATED: ACTUATOR; STYLE: 1 PIECE; SOFTGOODS: GLAND PACKING GRAPHITE; APPLICATION: SOOTBLOWER DRAIN; GRADE: WC9; TYPE: TOP ENTRY BLOWOUT PROOF STEM; RENEWABLE BALL WITH 5 MM HOLE AND SEAT CARTRIDGE; COMPLETE WITH INTEGRAL GLAND WRENCH INTEGRAL ISO 5211 ACTUATOR FLANGE; MUST COME COMPLETE WITH AUMA ACTUATOR TYPE SA07.6-10.1 45 RPM; 380 V WOTJ 110 V SECONDARY ND 110 V CONTROL 3 PH 50 9HZ; GEAR BOX TYPE GS 63.3-F10; TO BE ACCOMPANIED WITH A 3.2 TEST AND MATERIAL CERTIFICATES TO EN10204 3.2; PART NO: 1.25-839 4-AZ-WC9-5E, SUPPLIER: UNKNOWN	EA	16		
0566375	VALVE, BALL: VALVE SIZE: 2 IN; DESIGN RATING: 2500 LB; TEMPERATURE RATING: 560 DEG C; CONNECTION: BW; BODY MATERIAL: WC9; FACE TO FACE LENGTH: 235 MM; OPERATED: LEVER; PORT TYPE: FULL BORE; GRADE: ASME-SA-A217; COMPLETE WITH ISO 5211 INTEGRAL MOUNTING PAD; LIVE LOADED PACKINGS; INTEGRAL GLAND WRENCH; FULL STERLITE SEATS; STANDARD BW END SPECIFICATION SCHEDULE 80; 3.2 CERTIFICATES AND PRESSURE TEST CERTIFICATE TO BE SUPPLIED AND SECURED ON THE VALVE; UNIT 6 TO 10 ATTEMPERATOR BY-PASS; TOP ENTRY; METAL TO METAL SEAL BONNET; CATRIDGE TYPE TRIM; ASTM 1589 TYPE 416, 200-8394-WC9-7H-BW; CAM SEAL;	EA	16		
0591365	VALVE, GLOBE: VALVE SIZE: 3/8 IN; FACE TO FACE LENGTH: 127 MM; OPERATED: HANDWHEEL; CONNECTION: SOCKET WELD; BODY MATERIAL: SS; TRIM: SS GR 316; TYPE: T PATTERN; DESIGN RATING: 18.7 MPA; TEMPERATURE RATING: 540 DEG C; SOLID CAST STELLITE DISC AND SEAT; INTEGRAL METAL TO METAL PRESSURE SEAL BONNET AND BACK SEAT; VALVE MUST BE DELIVERED WITH AN BN10204 3.2 MATERIAL AND TEST CERTIFICATE; IT MUST FIT A 14 MM OD PIPE; REFERENCE NO: 0.375 13P 2J316 3C;	EA	4		
0601586	BALL, VALVE: VALVE SIZE: 50 MM; DIAMETER: 50 MM; MATERIAL: A105; 2" CONVAL CAMSEAL VALVE RATING: 3100LB; TEMPERATURE RATING: 201 BAR AT 367 DEG C; STYLE: 1 PIECE UNIDIRECTIONAL FLOW RENEWABLE AND SEAT CATRIDGE; SOFT GOODS: GRAPHITE GLAD PACKING; TOP ENTRY BLOWOUT PROOF STEM COMPLETE WITH INTEGRAL GLAND WRENCH AND INTEGRAL ISO 5211 ACTUATOR FLAGE; BUTT WELD ENDS: SCHEDULE 80; THE VALVE MUST BE DELIVERED WITH EN10204/3.2 MATERIAL AND TEST CERTIFICATES WITH OPERATING AND MAINTENANCE MANUALS; MODEL NO: 2.800-839-4-A105-7H;	EA	28		

0608723	BALL, VALVE: VALVE SIZE: 80 MM; DIAMETER: 3 IN; MATERIAL: FORGED STEEL F22; CONVAL CAMSEAL; RATING: 3100LB; TEMPERATURE RATING: 4.48 MPA 389 DEG C; BODY MATERIAL: F22; STYLE: 1 PIECE UNIDIRECTIONAL FLOW RENEWABLE BALL AND SEAT CARTRIDGE SOFT GOODS GRAPHITE GLAND PACKING; BARE SHAFT; TOP ENTRY BLOWOUT PROOF STEM COMPLETE WITH INTEGRAL GLAND WRENCH ISO 5211 ACTUATOR FLANGE; FITTED WITH AUMA NORM MULTI TURN ACTUATOR: SA10.2 90RPM; AUMA MATIC: 1283AMO1.1-BASIUC-110V; COMBINED WITH: AUMAGS80.3 F12 GEAR BOX: RATIO 53:1; F10 ACTUATOR MOUNTING FLANGE; MODEL NUMBER: 3.00-839-4-F22-9J; BUTT WELD ENDS: OD 88.90 X ID 80.40 MM; THE VALVE MUST BE DELIVERED WITH EN10204/3.2 MATERIAL AND TEST CERTIFICATES IN BOTH HARD COPY AND SOFT COPY; OPERATING AND MAINTENANCE MANUALS;	EA	18		
0608724	BALL, VALVE: VALVE SIZE: 50 MM; DIAMETER: 2 IN; MATERIAL: FORGED STEEL F22; CONVAL CAMSEAL; RATING: 3100LB; TEMPERATURE RATING: 19.20 MPA AT 515 DEG C; BODY MATERIAL: F22; STYLE: 1 PIECE UNIDIRECTIONAL FLOW RENEWABLE BALL AND SEAT CARTRIDGE SOFT GOODS GRAPHITE GLAND PACKING; BARE SHAFT; TOP ENTRY BLOWOUT PROOF STEM COMPLETE WITH INTEGRAL GLAND WRENCH ISO 5211 ACTUATOR FLANGE; FITTED WITH AUMA NORM MULTITURN ACTUATOR: SA07.6 45RPM; AUMA MATIC: 1283AC01.2-11VAC CONTROL AND OUTPUT; COMBINED WITH: AUMA GS63.3 F12 GEAR BOX: RATIO 53:1; F10 ACTUATOR MOUNTING FLANGE; MODEL NUMBER: 2.00-839-4F22-7H; BUTT WELD ENDS: SCHEDULE; THE VALVE MUST BE DELIVERED WITH EN10204/3.1 MATERIAL AND TEST CERTIFICATES IN BOTH HARD COPY AND SOFT COPY; OPERATING AND MAINTENANCE MANUALS;	EA	10		
0624943	KIT: TYPE: 3/4 INCH BALL VALVE; APPLICATION: SOOTBLOWER DRAIN VALVE; MATERIAL: F22; SPARE KIT COMPRISES OF THE FOLLOWING: CARTRIDGE: BALL COMPLETE WITH 5 MM HOLE AND SEATS; UPSTREAM SEATS: UPSTREAM BELLEVILLE; C RING BODY TO SEAT: C RING SEAT TO BODY CAM: CAM LOCKS; SPACER CAM BELLEVILLE: SET OF GLAND PACKING; THIS CARTRIDGE ASSEMBLY IS ONLY TO BE USED FOR THE SOOTBLOWER DRAIN VALVES STOCK NUMBER 0256233; PART NO: 5E BVCSCA010 Z - 4 KIT;	EA	10		
0624944	KIT: TYPE: 3 TO 4 INCH CONVAL BALL VALVE; APPLICATION: SOOTBLOWER DRAIN VALVE; MATERIAL: F22; SPARES KIT COMPRISES OF CARTRIDGE: BALL AND SEATS; UP STREAM SEATS; UPSTREAM BELLEVILLE C RING BODY TO SEAT; C RING SEAT TO BODY CAM; CAM LOCKS; SPACER CAM BELLEVILLE; SET OF	EA	12		

	GLAND PACKING; PART NO: 9J BV CSCA010-4 KIT;				
0624945	KIT: TYPE: 2 TO 2-1/2 INCH CONVAL BALL VALVE; APPLICATION: SOOTBLOWER DRAIN VALVE; MATERIAL: F22; SPARES KIT COMPRISES OF CARTRIDGE: BALL AND SEATS; UP STREAM SEATS; UPSTREAM BELLEVILLE C RING BODY TO SEAT; C RING SEAT TO BODY CAM; CAM LOCKS; SPACER CAM BELLEVILLE; SET OF GLAND PACKING; PART NO: 7H BVCSCA010 - 4 KIT;	EA	14		
0624946	KIT: TYPE: 1/2 TO 1-1/2 IN CONVAL BALL VALVE; APPLICATION: SOOTBLOWER DRAIN VALVE; MATERIAL: F22; SPARE KIT COMPRISES OF CARTRIDGE; BALL AND SEATS; UP STREAM SEATS; UPSTREAM BELLEVILLE C RING BODY TO SEAT; C RING SEAT TO BODY CAM; CAM LOCKS; SPACER CAM BELLEVILLE; SET OF GLAND PACKING; PART NO: 5E BVCSCA010 - 4 KIT;	EA	24		
0587733	VALVE, GATE: VALVE SIZE: 32 MM; TYPE: PARALLEL SLIDE; DESIGN PRESSURE: 18.5 MPA; DESIGN TEMPERATURE: 249 DEG C; CONNECTION: BW END; FACE TO FACE LENGTH: 232 MM; BODY MATERIAL: ASTM A105; TRIM: ASTM A182 GR F347; OPERATED: ACTUATOR ELECTRIC; STEM DESIGN: RISING ASTM A565-XM32; STYLE: PARALLEL SLIDE; TEMPERATURE RATING: 249 DEG C; PORT TYPE: FULL BORE; APPLICATION: STEAM ISOLATION; 1 1/4 INCH MODEL 5099 MTG Z FORGE CARBON STEEL ASTM A105N; PARALLEL SLIDE GATE VALVE; PRESSURE SEAL BONNET; STANDARD BORE; OUTSIDE SCREW PILLAR; RISING STEM; ASME CLASS 2850 INTERPOLATED; F6 13CR STAINLESS STEEL TRIM, STEELITE FACED SEATS; STELLITE FACED DISCS; STELLITE FACED BACKSEAT; FITTED WITH ACTUATOR MOUNTING FLANGE TO SUIT ROTRK 13 A ACTUATOR AVAILABLE PIPE SCHEDULE: OD 101.6 X WD 14.2 MM; REFERENCE NO: HH FIG 5099 MTG-Z	EA	1		
0675086	VALVE, GATE: VALVE SIZE: 65 MM; TYPE: PARALLEL SLIDE; DESIGN PRESSURE: 33.3 MPA; DESIGN TEMPERATURE: 249 DEG C; CONNECTION: BUTTWELD ENDS; FACE TO FACE LENGTH: 406 MM; BODY MATERIAL: ASTM A 105; TRIM: ASTM A182 GR F347 HARDFACED; OPERATED: ACTUATOR ELECTRIC; STEM DESIGN: RISING ASTM A565 XM32; STYLE: PARALLEL SLIDE; TEMPERATURE RATING: 249 DEG C; PORT TYPE: FULL BORE; APPLICATION: STEM ISOLATION; DISC SPRING: INCONEL X-750; GLAND FOLLOWER ASTM B150 GR630; GLAND FLANGE: ASTM A108 C1020; SEAT BORE: 50 MM; YOKE SLEEVE ASTM B150 GR630; B16.34 CLASS 2850; 2-1/2 INCH MODEL 5099 MTG Z FORGE	EA	16		

	CARBON STEEL ASTM A105N; PRESSURE SEAL BONNET; STANDARD BORE; OUTSIDE SCREW PILLAR; RISING STEM; ASME CLASS 2850 INTERPOLATED; F6 13CR STAINLESS STEEL TRIM; STEELITE FACED SEATS; STILLITE FACED DISCS; STILLITE FACED BACKSEAT; FITTED WITH ACTUATOR MOUNTING FLANGE TO SUIT ROTORK 13 A ACTUATOR AVAILABLE PIPE SCHEDULE: OD 101.6 X WT 14.2 MM;				
0675088	VALVE, GATE: VALVE SIZE: 32 MM; TYPE: PARALLEL SLIDE; DESIGN PRESSURE: 33.3 MPA; DESIGN TEMPERATURE: 249 DEG C; CONNECTION: BUTTWELD ENDS; FACE TO FACE LENGTH: 232 MM; BODY MATERIAL: ASTM A105; TRIM: ASTM A182 GR F347; OPERATED: ACTUATOR ELECTRIC; STEM DESIGN: RISING ASTM A565 XM32; TEMPERATURE RATING: 249 DEG C; PORT TYPE: FULL BORE; APPLICATION: STEAM ISOLATION; DISC SPRING: INCONEL X-750; GLAND FOLLOWER ASTM B150 GR630; GLAND FLANGE: ASTM A108 C1020; YOKE SLEEVE ASTM B150 GR630; B16.34 CLASS 2850; 2-1/2 INCH MODEL 5099 MTG Z FORGE CARBON STEEL ASTM A105N; PRESSURE SEAL BONNET; STANDARD BORE; OUTSIDE SCREW PILLAR; RISING STEM; ASME CLASS 2850 INTERPOLATED; F6 13CR STAINLESS STEEL TRIM; STEELITE FACED SEATS; STILLITE FACED DISCS; STILLITE FACED BACKSEAT; FITTED WITH ACTUATOR MOUNTING FLANGE TO SUIT ROTRK 13 A ACTUATOR AVAILABLE PIPE SCHEDULE: OD 101.6 X WT 14.2 MM; CE AND PED CERTIFICATION ASME B16.34 CLASS; REFERENCE NO: HH FIG 5099 MTG Z;	EA	16		
0675089	VALVE, GATE: VALVE SIZE: 50 MM; TYPE: PARALLEL SLIDE; DESIGN PRESSURE: 33.3 MPA; DESIGN TEMPERATURE: 249 DEG C; CONNECTION: BUTTWELD ENDS; FACE TO FACE LENGTH: 305 MM; BODY MATERIAL: ASTM A 105; TRIM: ASTM A182 GR F347 HARDFACED; OPERATED: ACTUATOR ELECTRIC; STEM DESIGN: RISING ASTM A565 XM32; STYLE: PARALLEL SLIDE; TEMPERATURE RATING: 249 DEG C; APPLICATION: STEAM ISOLATION; DISC SPRING: INCONEL X-750; GLAND FOLLOWER ASTM B150 GR630; GLAND FLANGE: ASTM A108 C1020; YOKE SLEEVE ASTM B150 GR630; 2 INCH MODEL 5099 MTG Z FORGE CARBON STEEL ASTM A105N; PRESSURE SEALBONNET; STANDARD BORE; OUTSIDE SCREW PILLAR; RISING STEM; ASME CLASS 2850 INTERPOLATED; F6 13CR STAINLESS STEEL TRIM; STEELITE FACED SEATS; STILLITE FACED DISCS; STILLITE FACED BACKSEAT; FITTED WITH ACTUATOR MOUNTING FLANGE TO SUIT ROTRK 13 A ACTUATOR AVAILABLE PIPE SCHEDULE: OD 101.6 X WT 14.2 MM; CE AND PED CERTIFICATION ASME B16.34 CLASS 2850; REFERENCE NO: HH FIG 5099 MTG Z;	EA	16		

C3 SC3 COVER PAGE

C3.1: PURCHASER'S GOODS INFORMATION**Contents**

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1 Overview and purpose of the goods and services

1.1 SUPPLY AND DELIVERY OF BOILER VALVES FOR STOCK REPLENISHMENT FOR A PERIOD OF FIVE (5) YEARS AT LETHABO POWER STATION

1.2 Purchaser's design

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

1.3 Procedure for submission and acceptance of Supplier's design

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

1.4 Other requirements of the Supplier's design

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

1.5 Use of Supplier's design

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

1.6 Manufacture & fabrication

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

1.7 Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections.

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

1.8 Other tests and inspections and commissioning in place of use

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

1.9 Operating manuals and maintenance schedules

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

2 Supply Requirements

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

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

3 Specification of the services to be provided

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

4 Constraints on how the *Supplier* Provides the Goods

4.1 Programming constraints

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

4.2 Work to be done by the Delivery Date

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

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

4.3 Marking the *goods*

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

4.4 Constraints at the delivery place and place of use

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

4.5 Cooperating with Others

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

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

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

4.7 Management meetings

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

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the

manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

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

4.8 Documentation control

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

4.9 Health and safety risk management

Hazard Identification and Risk Assessments submitted to the Client must be alignment

Contractor to be familiarised with Eskom's Health & safety policy.

Compliance to the SHE requirements for the Eskom Lethabo Power Station

The *Supplier* shall comply with the health and safety requirements

4.10 Environmental constraints and management

Contractor to be familiarized with Lethabo waste management procedure.

Contractor to be familiarised with Environmental Statement of Commitment.

Contractor shall report all incidents or risks whilst on the job to the Eskom Contract leader who will inform the environmental department

The *Supplier* shall comply with the environmental criteria and constraints

4.11 Quality

To ensure conformance to Quality Management Systems Standards

- ISO 9001: 2015 Quality Management System Requirements

The service provider shall delivered the Boiler valve as per SOW requirements.

The service provider shall deliver the Boiler valves with the data book. The data book shall consists of the following:

- Material certificate
- Heat treatment certificate
- Dye Penetrant report
- Dimensions Report
- Pressure Test Report
- Visual Inspection
- Warranty certificate

▪ Factory Acceptance Test Report

Ensure that product is packaged and transported in such a way that it will be preserved accordingly.

To ensure compliance to Quality Management System requirements, the following requirements shall be adhered to:

240-68099512 Form A : The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard

Invoicing and payment

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

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

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

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

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

4.12 Insurance provided by the *Purchaser*

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

4.13 Contract change management

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

4.14 Provision of bonds and guarantees

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

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

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

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

5 Procurement

5.1 Subcontracting

5.1.1 Preferred subcontractors

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

5.1.2 Limitations on subcontracting

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

5.1.3 Spares and consumables

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

5.1.4 SD&L Undertaking

Section 4: SDL&I Penalty and Performance Security

Not applicable.

5.1.5 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).

6 List of drawings

6.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title
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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.