

## PART 3: SCOPE OF WORK

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

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## 1 Overview and purpose of the *goods and services*

The goods and service under this NEC SC involve the supply and delivery of high-quality topsoil to a designated area for the rehabilitation of an ash dam at Arnot Power Station. This topsoil must be fertile, structurally sound, free from contaminants, and of suitable texture. The service encompasses sourcing, careful excavation, efficient transportation, and offloading of the topsoil at the specified location, ensuring the delivered material meets the required quality standards.

The primary purpose of supplying and delivering this topsoil is to provide a suitable environment for the establishment of sustainable vegetation on the ash dam. By creating a fertile and structurally sound upper layer, the topsoil aims to overcome the harsh conditions often associated with ash dams, such as poor soil structure, nutrient deficiencies, and potential contamination. This ultimately facilitates erosion control, promotes biodiversity, improves aesthetics, and contributes to the long-term physical and chemical stability of the rehabilitated area.

## 2 Specification and description of the *goods*

The specifications for the topsoil are provided as per Annexure A of this Works Information. Annexure A details the required characteristics including texture (screened, clay-textured or loam-textured dark soil), physical properties (fertile, friable, free from heavy clay or excessively sandy composition, maximum coarse particles and stone size), organic matter content, and freedom from contamination (subsoil, roots, baler twine, subsoil clay lumps, foreign matter, weeds, weed seeds, and noxious plant species)

The supplier is responsible for the timely and efficient delivery of the specified quantity of compliant topsoil to the site. To ensure security and compliance, the following are mandatory for all delivery personnel and vehicles:

- **Driver Medicals:** All drivers delivering topsoil to the site must possess current and valid medical certificates confirming their fitness for duty. Copies of these certificates must be submitted for approval prior to any site access.
- **Police Clearance:** All drivers must have a valid police clearance certificate (or equivalent background check) for site access. Copies of these certificates must be submitted for approval prior to any site access.
- **Vehicle Access (Tontrac):** All vehicles, including those for topsoil delivery, must adhere to the site's Tontrac access procedures. This includes any necessary vehicle registrations, inspections, or permits required for entry and movement within the site premises. The supplier is responsible for ensuring all vehicles comply with Tontrac requirements before attempting site access.

### 2.1 *Purchaser's design*

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

### 2.2 *Procedure for submission and acceptance of Supplier's design*

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

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

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

**Delivery Method Statement:** A brief outline of the proposed method of transporting and offloading the topsoil at the designated delivery locations on the ash dam, addressing any potential environmental or access constraints identified in the Works Information.

### **Requirements for Drawings:**

The *Supplier* is not required to prepare detailed technical drawings of the topsoil itself. However, if the *Supplier* proposes a specific or complex delivery method that necessitates visual representation for clarity (e.g., a detailed plan for accessing a difficult delivery point), the *Supply Manager* may request a sketch or diagram as part of the Delivery Method Statement. The level of detail for any such drawing shall be proportionate to the complexity of the proposed method and agreed upon with the *Supply Manager*.

## **2.3 Other requirements of the *Supplier's* design**

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

## **2.4 Use of *Supplier's* design**

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

## **2.5 Manufacture & fabrication**

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

## **2.6 Factory acceptance testing (FAT)**

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

The *Supply Manager*, or a testing agency nominated by the *Purchaser*, reserves the right to witness the *Supplier's* internal quality control testing at the source location(s) if deemed necessary by the *Purchaser*. The *Supplier* shall provide reasonable access and notification to the *Supply Manager* or the nominated agency to facilitate such witnessing. The *Supplier* may not restrict the *Supply Manager's* right to witness tests as per clause 25.2. The *Purchaser* will notify the *Supplier* in advance if they intend to witness any testing.

## **2.7 Other tests and inspections and commissioning in place of use**

Upon delivery to the designated area, the *Purchaser* reserves the right to conduct further tests and inspections to verify that the delivered topsoil complies with the specifications in Annexure A. This may include visual inspection for foreign matter and weeds, as well as sampling and laboratory testing for texture, organic matter content, and potential contaminants.

The *Supplier* is not required to commission the topsoil in the place of use. The spreading and placement of the topsoil will be undertaken by others. If the *Purchaser* identifies any non-compliant topsoil upon delivery, the *Supplier* shall be responsible for its removal and replacement with compliant material at their own cost, in accordance with the terms of the contract.

## 2.8 Operating manuals and maintenance schedules

Operating manuals and maintenance schedules are not applicable to the supply of topsoil in this context. The goods are inert material and do not require operation or maintenance in the traditional sense. However, the *Supplier* shall provide a delivery note or similar document with each consignment, detailing the source (if multiple sources are used and traceability is required), quantity delivered, and confirmation that the material conforms to the agreed specification. The timing for this is upon delivery of each consignment.

## 3 Supply Requirements

This section details the key requirements related to the actual supply of the topsoil, including delivery, packaging (if applicable), and any specific conditions the *Supplier* needs to adhere to during the supply process.

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

### 3.1 Delivery Programme:

The *Supplier* shall submit a proposed delivery programme to the *Supply Manager* for acceptance within 2 weeks of the Contract Date. This programme shall detail the proposed schedule for sourcing, screening, and delivering the total required quantity of topsoil to the designated locations on the ash dam, taking into account any phasing requirements or access restrictions outlined elsewhere in the Goods Information. The delivery programme shall be in a format acceptable to the *Supply Manager* (e.g., Gantt chart or similar). The *Supplier* shall ensure that the delivery of the topsoil is completed by every month end as per the issued Task Order.

### 3.2 Delivery Locations:

The *Supplier* shall be responsible for ensuring their delivery vehicles can safely access Topsoil Storage Area at Arnot PS behind the Ash Dam Facility (coordinates -25.94823149139725, 29.817391087429556), taking into account site conditions and any restrictions communicated by the *Purchaser*.

### 3.3 Weighbridge And Access Procedures:

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

### 3.4 Delivery Method and Offloading:

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

### 3.5 Packaging and Labelling:

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

- **Unique Delivery Note Number:** Each delivery must have a unique sequential delivery note number for tracking and reconciliation purposes.
- **Topsoil Lab Results:** The supplier shall provide a copy of the lab results confirming that the delivered topsoil meets the specifications outlined in Annexure A. These results must be from a certified laboratory and must include tests for texture, organic matter content, pH, and any potential contaminants specified in Annexure A. The lab results must be specific to the batch of topsoil being delivered.
- **Contract Number:** Reference to the contract number for this supply.
- **Task Order Number:** The specific Task Order number (if applicable) under which this delivery is being made.
- **Intended Delivery Location:** Clear reference to the intended delivery location as specified in section 2.2 of this Works Information.
- **Gross Mass (Laden Vehicle Weight):** The total weight of the delivery vehicle and the topsoil load, as measured at the weighbridge upon arrival.
- **Net Mass (Payload):** The net mass (weight) of the topsoil being delivered in that specific load, determined by the weighbridge measurements (laden weight minus tare weight).
- **Tare Mass (Empty Vehicle Weight):** The recorded tare mass (empty weight) of the delivery vehicle, as measured at the weighbridge.

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

### 3.6 Traffic Management:

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

### 3.7 Permits and Licenses:

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

### 3.8 Performance Monitoring:

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

## 4 Specification of the services to be provided

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

### 4.1 Sourcing and Quality Control:

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

- \* Identifying and securing suitable sources of topsoil.
- \* Implementing and maintaining a rigorous quality control system to ensure that the topsoil supplied consistently meets all the specified requirements (texture, physical properties, organic matter content, freedom from contamination, weeds, etc.).

- \* Conducting the screening process to achieve the required texture and remove oversized particles and foreign matter.
- \* Providing the Sourcing Plan and Quality Control Procedures to the Supply Manager for acceptance as part of their Supplier's Design (section 2.2).
- \* Undertaking the quality control tests as detailed in their accepted procedures and providing records of these tests to the Purchaser upon request.
- \* Facilitating the witnessing of their quality control procedures and testing by the Supply Manager or a nominated testing agency (section 2.6).

#### **4.2 Transportation and Delivery:**

The Supplier shall be responsible for the safe and efficient transportation and delivery of the specified quantity of topsoil to the designated locations on the ash dam, as detailed in section 2 of this Works Information. This service includes:

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

#### **4.3 Rectification of Non-Compliant Goods:**

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

#### **4.4 Provision of Information:**

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

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

## **5 Constraints on how the *Supplier* Provides the Goods**

### **5.1 Programming constraints**

- The *Supplier* shall adhere to the accepted Delivery Programme (section 2.1). Any proposed changes to the programme must be submitted to the *Supply Manager* for acceptance in accordance with Clause 32 of the NEC4 Supply Contract.
- The *Supplier* shall ensure sufficient resources are allocated to meet the agreed delivery milestones and the final completion date.



- The *Supplier* shall provide progress updates as required by the *Supply Manager*, in the format and at the frequency specified in with the terms of the contract

## 5.2 Work to be done by the Delivery Date

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

## 5.3 Marking the goods

N/A

## 5.4 Constraints at the delivery place and place of use

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

## 5.5 Cooperating with Others

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

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

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

## 5.7 Management meetings

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

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

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

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

## 5.8 Documentation control

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

## 5.9 Health and safety risk management

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

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

- Health and Safety Plan: A detailed plan outlining the Supplier's approach to managing health and safety risks associated with the sourcing, transportation, and delivery of the topsoil. This plan shall include specific measures to address identified hazards.
- Risk Assessments: Documented risk assessments for all tasks associated with the supply and delivery, including but not limited to loading, transportation, offloading, and vehicle movement on site. These assessments shall identify potential hazards, evaluate risks, and specify control measures.
- Method Statements: Safe work procedures (method statements) for high-risk activities.
- Legal Appointments: Copies of the Supplier's legal appointments as required by the Occupational Health and Safety Act.
- Induction and Training Records: Records of health and safety induction and training provided to all of the Supplier's personnel working on the project.
- Incident Reporting Procedures: Procedures for reporting and investigating incidents, accidents, and near misses.
- Emergency Preparedness and Response Plan: Procedures for responding to potential emergencies on site.
- Plant and Equipment Records: Records of inspection and maintenance for all plant and equipment used by the Supplier.
- Proof of Public Liability Insurance: As required by the Contract Data.
- Any other documentation specifically required by Eskom's health and safety standards.

The *Supplier* shall ensure that the Safety File is kept up-to-date and readily available for inspection by the *Purchaser* or Eskom representatives at any time. The *Supplier's* personnel shall comply with all aspects of

the Safety File and any site-specific health and safety rules and procedures implemented by Eskom or the *Purchaser*. Failure to comply with these health and safety requirements may result in suspension of work until the non-compliance is rectified.

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

### 5.10 Environmental constraints and management

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

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

### 5.11 Quality

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

### 5.12 Invoicing and payment

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

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

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

### 5.13 Insurance provided by the *Purchaser*

N/A. The *Purchaser* will not be providing any insurance coverage for the *Supplier's* operations or goods under this contract. The *Supplier* shall be solely responsible for obtaining and maintaining all necessary insurance policies as required by the Contract Data.

### 5.14 Contract change management

N/A

### 5.15 Provision of bonds and guarantees

N/A

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

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

## **6 Procurement**

### **6.1 Subcontracting**

N/A

## **7 List of drawings**

### **7.1 Drawings issued by the *Purchaser***

N/A

## 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.

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