NEC3 Term Service Contract

Between **ESKOM ROTEK INDUSTRIES SOC Ltd**
(Reg No. 1990/006897/30)

and **Company:**
(Reg No.)

for **TRANSFORMER OIL INHIBITOR DOSING FOR A PERIOD OF FIVE (5) YEARS**

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

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance	[.]
	[to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the *Purchaser*	[.]
C1.2b	Contract Data provided by the *Supplier*	[.]
	[to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	[.]

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:

A SERVICE CONTRACT OF INHIBITOR DOSING FOR A PERIOD OF FIVE (5) YEARS

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(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 Rotek Industries SOC Ltd, Lower Germiston Road, Rosherville, Cleveland, Johannesburg, 2001**

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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

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		**Eskom Rotek Industries SOC Ltd, Lower Germiston Road, Rosherville, Cleveland, Johannesburg, 2001**
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser.*

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Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Options	

X1: Price adjustment for inflation

The prices offered are in Rand and are fixed and firm for the first 12 months of the contract.

CPA indices are as follows:

Proposed CPA	Proportion	indices
Fixed	15%	
labour	45%	SEIFSA Table C-3
Transport and Equipment	30%	SEIFSA Table L-2
Others(safety file prep, Sampling,, Accommodation and LOA)	10%	SEIFSA Table D-2
	100%	

X2 Changes in the law

X7: Delay damages

Z: *Additional conditions of contract*

	of the NEC3 Supply Contract (April 2013) [1]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The *Purchaser* is (name):	**Eskom Rotek Industries SOC Ltd: Reg no: 1990/006897/30, state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Lower Germiston Road Rosherville, Cleveland, Johannesburg, 2001**
	Tel No.	**011 629 4121**
	Fax No.	**N/A**
10.1	The *Supply Manager* is (name):	[:] **Thabo Tsimane**
	Address	[:] **Lower Germiston Road Rosherville, Cleveland, Johannesburg, 2001**
	Tel	[:] **011 629 4973**
	e-mail	[:] **tsimants@eskom.co.za**
11.2(13)	The *service* are	**A SERVICE CONTRACT OF TRANSFORMER OIL INHIBITOR DOSING FOR A PERIOD OF FIVE (5) YEARS**
11.2(14)	The following matters will be included in the Risk Register	**Late Deliveries, Cost, Safety , Quality, Technical Additional items identified by the parties from time to time and recorded in the site or works specific risk register**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**7 business days**
2	**The *Supplier's* main responsibilities**	**A SERVICE CONTRACT OF TRANSFORMER OIL INHIBITOR DOSING FOR A PERIOD OF FIVE (5) YEARS**
3	**Time**	**Issue of Task Order**
30.1	The *starting date* is.	**[:] TBA**
30.1	The *delivery date* of the *goods* and *service*s is:	***According to agreed delivery schedule.***
30.2	The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	***According to agreed delivery schedule.***
31.1	The *Supplier* is to submit a first	

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

	programme for acceptance within	**Within 7 business days**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**Half yearly if necessary**
4	**Testing and defects**	
42	The *defects date* is	**52 weeks after delivery**
43.2	The *defect correction period* is	**2 week**
42.2	The *defects access period* is	**2 week**
5	**Payment**	
50.1	The *assessment interval* is	**Between the 25th day of each successive month**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days from date of receipt of a valid tax invoice/statement.**
6	**Compensation events**	
7	**Title**	
8	**Risks, liabilities, indemnities and insurance**	
80.1	These are additional *Purchaser's* risks	**1. Late Deliveries, Cost, Safety , Quality, Technical** **2. Additional items identified by the parties from time to time and recorded in the site or works specific risk register**
88.1	The *Supplier's* liability to the *Purchaser* 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 *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event and** **(2) for all other existing *Purchaser's* property the applicable deductible as at contract date.**
88.3	The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**Total value of the contract amount.**

88.4	The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total value of the contract amount.**
88.5	The *end of liability date* is	**1 year after Delivery of the whole of the *goods* and *service*s.**

9 Termination and dispute resolution

94.1	The *Adjudicator* is	**The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)**
	Address	
	Tel No.	
	Fax No.	
	e-mail	
94.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
94.4(5)	The *arbitration procedure* 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

Proposed CPA	Proportion
Fixed	**15%**
labour	**45%**
Transport and Equipment	**30%**
Others(safety file prep, Sampling,, Accommodation and LOA)	**10%**
	100%

		As per Seifsa agreed tables,
X2	**Changes in the law**	
X2.1	A change in the law of	**Is a compensation event if it occurs after the Contract Date**
X7	**Delay damages**	
X7.1	Delay damages for Delivery are delay damages for delivery are 0,1% up to maximum 10% of the task order value.	
Z	**The *additional conditions of contract* are**	**Z1 to Z15 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.

Z4.5 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 In carrying out its obligations to the *Employer* in terms of this Contract; in providing the Contract Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* shall comply and shall procure and ensure the compliance by its *employees*, agents, *Contractors* and mandataries with:

- The provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- The Eskom "Safety, Health and Environmental Requirements for *Employers*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Contract Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Contractor* and all amendments will be provided in writing to the *Contractor*. The *Contractor* must comply with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- The health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements.

Z6.2 The *Contractor* shall, at all times, consider itself to be the "*Contractor*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* shall at all times be responsible for the supervision its employees, agents, *Contractors* and mandataries and shall take full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Contract Works in accordance with the SHEQ Requirements.

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 *Supplier*, 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	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

Action Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier*'s obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier*'s risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z _13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name	**Minimum amount of cover or minimu**

of policy	of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the

OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Purchaser*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Supplier*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the

Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser*'s expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010[2] 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
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 *Supplier*'s obligations	B	The *Purchaser*'s obligations
A1	Provision of goods in conformity with contract	**B1**	Payment of the price
A2	Licences, authorisations and formalities	**B2**	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	**B3**	Contracts of carriage and insurance
A4	Delivery	**B4**	Taking delivery
A5	Transfer of risks	**B5**	Transfer of risks
A6	Division of costs	**B6**	Division of costs
A7	Notice to the buyer	**B7**	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	**B8**	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	**B9**	Inspection of goods
A10	Other obligations	**B10**	Other obligations

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

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

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

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 *Supplier* manufactures, prototypes, tests and stores the *goods* including order and timing]	
2. The requirements for transport are	[State the extent to which the *Supplier* transports the *goods* and the mode of transport]	
3. The delivery place is	[State the location where the *goods* are to be placed by the *Supplier,* such as whether it is a dispatch department at the *Supplier*'s premises, the *Purchaser* is to collect or other location the *Purchaser* may require. If the delivery place for the *services* is different to the *goods* 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 *goods*	
	Unloading the *goods*	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*	
	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 *goods* 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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

Clause	Statement	Data
10.1	The *Supplier* is (Name): Address Tel No.	• • •
11.2(8)	The Goods Information for the *Supplier's* design is in:	**The document called 'Goods Information' in Part 3 of this contract.**
11.2(11)	The tendered total of the Prices is	
11.2(12)	The *price schedule* is in:	
11.2(14)	The following matters will be included in the Risk Register	**Incorrect or inferior Components Delivered.** **Delay in deliveries.**
25.2	The restrictions to access for the *Supply Manager* and Others to work being done for this contract are	**N/A**
30.1	The *delivery date* of the *goods* and *service*s is:	***goods and services*** / ***delivery date*** **1** **[•]** **[•]** **2** **[•]** **[•]** **3** **[•]** **[•]**
31.1	The programme identified in the Contract Data is contained in:	**As per accepted programme.**
63.2	The *percentage for overheads and profit* added to the Defined Cost is	**N/A**

C2.1 Pricing assumptions

How *goods* and *service*s 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 *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. 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 *service*s which can be priced as lump sums or as expected quantities of *goods* and *service*s multiplied by a rate, or a mix of both.

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

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

It will be assumed that the tendering supplier has

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

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

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

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

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *service*s 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*

C3.1: PURCHASER'S GOODS INFORMATION

TRANSFORMER AND SWITCHGEAR SERVICES

Scope of work – Service of transformer oil inhibitor dosing

Memo

Name: Thabo Tsimane
Title: Oil Depot Manager

To: _____

_____

Copy to: _____

Date: 29 September 2026

Subject: T&SS enabling contract for Transformer Oil Inhibitor dosing

1 INTRODUCTION

T&SS is an essential and strategic link in the service provision of Eskom, has the responsibility to operate and maintain an ever-increasing fleet of generation, transmission, and distribution assets. T&SS provides essential and strategic repair, maintenance, refurbishment, and related engineering services, both on site as well as at our workshop facility in Rosherville. The regular inhibitor dosing on transformer oil is essential to ensure longevity of transformers oil

The dosing of additives is new to the South African market and technology to perform this has been absent. BHT is a solid, manufactured in the form of crystal-like flakes, melts at about 70 °C and boils at about 210 °C. It is insoluble in water, but soluble in transformer oil. Its specific gravity is very close to that of water.

During normal operation slow but steady oxidation occurs in transformer oil, resulting in deterioration of many of the desirable insulating properties. In order to reduce the
oxidation rate an oxidation inhibitor, normally butylated hydroxytoluene (BHT) also known as di-tert-butyl-para-cresol (DBPC), is added in a concentration of approximately 0.35 % to the transformer oil. Over time the concentration becomes depleted and it is desirable to monitor and if needed, replenish the chemical to restore the specified concentration. Oil containing additives normally behave differently to uninhibited oil. The anti-oxidant additive delays the formation of acids and sludge. Routine monitoring of colour, sludge, the interfacial performance and acids will result in no trends of degradation being evident. Thus, most conventional analytical testing methods will not yield results as expected.

This service will be for performed within Eskom(Power Stations, Transmission and Distribution substations) and industrial installation for power utilities and private sector alike.

2 SCOPE OF WORK

The scope of work covers the supply of Inhibitor dosing plant and butylated hydroxytoluene (BHT) to perform inhibitor dosing treatment process to various sites within ESKOM nationwide for a period of 5 years. The contract does not guarantee that any specific sites will be done during the period of the contract. The inhibitor dosing will be requested for the projects on an “as -and -when -required” basis.

2.1 Purchase BHT product in plastic drums .
2.2 Pre-screen BHT product to ensure there are no large solids present .
2.3 Attend pre-site meeting on site.
2.4 Attend substation induction course.
2.5 Take work permit, conduct risk assessment and complete workers register .
2.6 Ensure dosing vessel, pumps and pipes are in clean condition
2.7 Connect oil circulation pipes and pump and bleed free of trapped air.

2.8 Switch oil circulation pump on .
2.9 Connect dosing plant inlet / outlet on delivery side of circulation pump.
2.10 Flush dosing plant pipes.
2.11 Disconnect breather.
2.12 Extract 300 litres of oil into dosing plant vessel .
2.13 Mix the oil in the vessel while heating it to 60°C .
2.14 Measure exact volume of inhibitor compound (restore inhibitor content to 0.35%) .
2.15 Once oil temperature is at 60°C add required inhibitor.
2.16 Perform visual inspection that the inhibitor compound is fully dissolved in the oil.
2.17 Start dosing procedure – mixing shall continue for entire dosing process.
2.18 Circulate oil in transformer for 2 hours for units with an oil volume of below 50 000 liters and 4 hours for units with oil level of 50 000 liters and above
2.19 Close valves and disconnect pipes.
2.20 Restore oil to correct level .
2.21 Bleed Buchholz relay and perform conservator bleeding procedure .
2.22 Fit Chromadec information plate (fit next to nameplate)
2.23 Clean site
2.24 Take an oil sample from the Buchholz relay and send for analysis for inhibitor content 6 months after date of dosing procedure – inform site staff
2.25 Complete handing over certificate .
2.26 Complete Transformer / Reactor work report.

NB:

Provision shall be made for a medium and large plant to cater for smaller and larger transformers. For transformers with an oil volume of up to 50 000 litres the oil volume extracted shall be 150 - 200 litres to allow for addition of 80 kg of inhibitor powder. For transformers exceeding 50 000 litres the oil volume shall be 300 –350 litres and allow for the addition of 150 kg inhibitor powder. In both cases the total oil volume of the vessel shall be 50% more than the oil extraction volume. The plant can be designed as two separate units or combined in one with oil volume selection function.

Note: 1 kg of inhibitor powder will increase the oil volume by approximately 1 litre.

3. SITE / EQUIPMENT REQUIREMENTS S/P ESK

3.1 Personal Protective Equipment (PPE) .
3.2 Tools, equipment, material and consumables .
3.3 220 / 380V supply .
3.4 Chromadec information nameplate with 3M VHB double sided tapev(UV, oil and heat resistant)
3.5 Oil additive dosing plant (500 litres oil vessel with heaters) – Comply with 240-100947435 Rev 1
3.6 Butylated Hydroxytoluene (BHT) in dry form.
3.7 High volume (20 000 l/h) oil circulation pump with 50 mm pipes and connection flanges.

4. SPECIAL REQUIREMENTS S/P ESK

4.1 Chromadec information plate with inhibitor type information, quantity added and date of dosing (no site engraving allowed) –
4.2 Do not attach label on transformer nameplate, but next to it .
4.3 Information plate to be secured to tank wall with 3M VHB double sided tape (min 1 mm thick) .
4.4 Heating elements shall not scorch/blacken the oil.
4.5 Protective devices shall be installed to prevent possible air ingress into transformer.
4.6 Inhibitor dosing shall be done with the transformer removed from service.

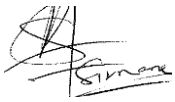
Annexure 1: (NAMA PLATE)

Actual size (6 x 12 cm) – white with black border

Text: Arial, Bold, Capitols, 16pt

NOTE: TRANSFORMER OIL
INHIBITED WITH 0.35% OF
BHT
…… kg INHIBITOR
ADDED SERIAL NO:
…….. DATE: …….

Compiled by:



_____
Thabo Tsimane
Oil Depot Manager
Transformer & Switchgear Services

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.

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*.

Other requirements of the *Supplier*'s design

Use this section to describe any particulars which must be considered by the *Supplier* in his design, for example codification of the *goods*.

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.

N/A

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.

N/A

Factory acceptance testing (FAT)

The supplier must indicate for each item offered, whether stock is kept locally, and the delivery period between receiving a task order and delivery to the Purchaser's premises.

Delivery requirements

- Materials must be delivered to the T&SS Receipt and Dispatch premises in Lower Germiston Road, Rosherville
- All costs for delivery must be included in the quoted price for the material.
- All vehicles must comply to the relevant Eskom Rotek Industries safety policies and procedures when entering the premises.
- All vehicles entering and leaving the premises are subject to and must comply with a security search.
- Materials must be suitably protected against mechanical damage, moisture, and dirt.

- Current transformers are to be delivered with the following documentation included o FAT results.

o Dimensional drawings and/or Nameplate

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.

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.

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*.

Specification of the *service*s 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

Constraints on how the *Supplier* Provides the Goods

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 constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

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 must 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.

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.*

Constraints at the delivery place and place of use

State any constraints on how the *Supplier* is to provide the *goods* and *service*s both at the delivery place and where the *goods* and *service*s 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* must comply with. State these or similar requirements here.

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 contractors on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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 *service*s 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*.

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 registers and compensation events	Weekly on _____ at ___		
Overall contract progress and feedback	Monthly on _____ at ___		*Purchaser*, *Supplier*, and ___

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

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

Documentation control

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 routing requirements but note from SC who issues what to whom.

Health and safety risk management

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

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _C3.1_____ to this Goods Information].

Environmental constraints and management

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

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure __Z6_____]

Quality

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

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 *service*s 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)

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.

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.

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.

Procurement

Subcontracting

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*.

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.

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

Other requirements related to procurement

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

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).

List of drawings

Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER*'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, 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.