

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

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

### Contents

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

<b>Part 3: Scope of Work .....</b>	<b>1</b>
<b>C3.1: <i>Purchaser's</i> Goods Information .....</b>	<b>2</b>
<b>1 Overview and purpose of the goods and services .....</b>	<b>4</b>
<b>2 Specification and description of the goods .....</b>	<b>4</b>
2.1 <i>Purchaser's</i> design .....	4
2.2 Procedure for submission and acceptance of <i>Supplier's</i> design .....	4
2.3 Other requirements of the <i>Supplier's</i> design .....	4
2.4 Use of <i>Supplier's</i> design .....	<a href="#">45</a>
2.5 Manufacture & fabrication .....	<a href="#">45</a>
2.6 Factory acceptance testing (FAT) .....	<a href="#">45</a>
2.7 Other tests and inspections and commissioning in place of use .....	5
2.8 Operating manuals and maintenance schedules .....	5
<b>3 Supply Requirements .....</b>	<b>5</b>
<b>4 Specification of the services to be provided .....</b>	<b><a href="#">56</a></b>
<b>5 Constraints on how the <i>Supplier</i> Provides the Goods .....</b>	<b><a href="#">56</a></b>
5.1 Programming constraints .....	<a href="#">56</a>
5.2 Work to be done by the Delivery Date .....	<a href="#">56</a>
5.3 Marking the goods .....	<a href="#">56</a>
5.4 Constraints at the delivery place and place of use .....	6
5.5 Cooperating with Others .....	6
5.6 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i> .....	<a href="#">67</a>
5.7 Management meetings .....	<a href="#">67</a>
5.8 Documentation control .....	7
5.9 Health and safety risk management .....	<a href="#">78</a>
5.10 Environmental constraints and management .....	<a href="#">78</a>
5.11 Quality .....	8
5.12 Invoicing and payment .....	8
5.13 Insurance provided by the <i>Purchaser</i> .....	<a href="#">98</a>
5.14 Contract change management .....	9
5.15 Provision of bonds and guarantees .....	9

**Manufacture, Supply and Delivery of tower steel for the Construction of Ariadne Eros 2<sup>nd</sup> 400 kV line**

5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier .....	9
<b>6</b>	<b>Procurement .....</b>	<b><u>109</u></b>
6.1	Subcontracting .....	<u>109</u>
6.1.1	Preferred subcontractors .....	<u>109</u>
6.1.2	Limitations on subcontracting .....	<u>109</u>
6.1.3	Spares and consumables .....	<u>109</u>
6.1.4	Other requirements related to procurement .....	10
6.1.5	Cataloguing requirements .....	<u>114</u>
<b>7</b>	<b>List of drawings .....</b>	<b><u>124</u></b>
7.1	Drawings issued by the Purchaser .....	<u>124</u>
<b>C3.2</b>	<b>Supplier's Goods Information .....</b>	<b><u>141</u></b>

## 1 Overview and purpose of the goods and services

The purpose of the goods is for the construction of Ariadne Eros 2<sup>nd</sup> 400/132 kV Line

## 2 Specification and description of the goods

Manufacture, Supply and Delivery of Tower Steel for the Ariadne Eros 2<sup>nd</sup> 400/132 kV line as per following:

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines 6.0
- Ariadne Eros Section A -Steel Procurement Technical Criteria Signed
- 20220131 Tender BoQ Sec A Steel Supply\_ Locked BoQ Rev0

### 2.1 Purchaser's design

Refer to Tower drawings are per Tower drawings supplied.

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

Not applicable

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

Not applicable

### 2.4 Use of Supplier's design

Not applicable

### 2.5 Manufacture & fabrication

Refer to :

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0
- Ariadne Eros Section A -Steel Procurement Technical Criteria Signed
- 20220131 Tender BoQ Sec A Steel Supply\_ Locked BoQ Rev0
- Drawings supplied

### 2.6 Factory acceptance testing (FAT)

Refer to:

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0

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

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0
- Ariadne Eros Section A -Steel Procurement Technical Criteria Signed

## 2.8 Operating manuals and maintenance schedules

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0

## 3 Supply Requirements

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

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0

## 4 Specification of the services to be provided

Not applicable

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

### 5.1 Programming constraints

- 240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0

### 5.2 Work to be done by the Delivery Date

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

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

### 5.3 Marking the goods

240-47172520 TRMSCAAC\_Standard for the Construction of Overhead Powerlines\_Rev 6.0

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

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

- The Supplier shall deliver between the hours of 8am and 5pm South African Time.
- The Supplier shall lay down the goods as directed by the Supervisor on site.
- The Supplier shall comply with the Safety and Health Specification as supplied.

#### 5.5 Cooperating with Others

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

- The Supplier shall cooperate with other on site as directed by the site Supervisor.

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

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

- The Supplier shall provide his own plant and equipment to effect delivery and laying down of delivered steel on site.
- The Supplier will provide all material (Inclusive of poles for laying down of steel) to ensure the quality of the steel is not affected by laying down.

#### 5.7 Management meetings

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

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

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

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As directed by the Project Manager		<i>Purchaser &amp; Supplier</i>
Overall contract progress and feedback	As directed by the Project Manager		<i>Purchaser &amp; 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

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

- The Supplier shall submit to the Site Supervisor all delivery notes. These shall be signed by the suppliers representative and the Site supervisor

## 5.9 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 specification as supplied. [20220201\_Non-Construction Works, Health and Safety specification\_Rev0, to this Goods Information].

## 5.10 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 as stated in South African Law where applicable.

**5.11 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.

- The Supplier shall comply with
  - 240-68099512 Form A 2020 Cat-3 Rev 8
  - 240-105658000 Supplier Quality Management Specification (3)

**5.12 Invoicing and payment**

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

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

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

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

The Project Manager shall submit to the Contractor a payment certificate, certifying works done. The Contractor shall prepare an invoice with amount identical to payment certificate. The Contractor will then submit his invoice to [InvoicesgrcapitalPDP@eskom.co.za](mailto:InvoicesgrcapitalPDP@eskom.co.za).

Payment will be made within sixty (60) days of receipt of correct invoice.

**Service Related Invoices**

- a) Once the Service has been delivered/completed, both parties shall agree that the Service has been delivered/completed successfully prior to invoicing.
- b) An Assessment/Payment certificate must be completed between the Vendor and Eskom according to the service performed. Both parties must sign the Assessment/Payment certificate.
- c) A copy of the Assessment/Payment certificate must be obtained by the Vendor to enable the creation of an invoice and to prevent any discrepancies. A copy of the Assessment/Payment certificate must be attached to the original invoice.
- d) Eskom End User performs a Service entry and Goods receipt on the SAP system. (Assessment/Payment certificate issued as a source document for Service Entry and Goods Receipt).
- e) Eskom End User will then forward the Service entry and Goods Receipt Note number to the Vendor within 3 working days after the service has been rendered and the Assessment/Payment certificate has been signed.
- f) Vendors must forward the original invoices together with a copy of Assessment/Payment certificate to the Eskom Documentation Centre.

**Retention Invoices**

- a) The requirements are the same as for Goods Delivered and Service-related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.



**Manufacture, Supply and Delivery of tower steel for the Construction of Ariadne Eros 2<sup>nd</sup> 400 kV line**

- c) Invoices related to Retentions releases require a defect or completion certificate from the Eskom End User and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and forwarded by the Eskom End User to the Documentation Centre to effect payment.

**Note:**

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed, there is no need for End Users to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
2. Eskom Documentation Centre will review invoices according to a checklist and on completion, scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
3. Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct.

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

**5.13 Insurance provided by the Purchaser**

First read SC3 Z clause 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.

- See Clause Z9 of conditions of contract

**5.14 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.

- Compensation events shall be dealt with according to applicable conditions of contract

**5.15 Provision of bonds and guarantees**

Not Applicable

**5.16 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.

- *Supplier* is required to keep any records of Defined Cost.

## 6 Procurement

### 6.1 Subcontracting

#### 6.1.1 Preferred subcontractors

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

#### 6.1.2 Limitations on subcontracting

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

No limitations

#### 6.1.3 Spares and consumables

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

- The Supplier must provide all poles or wood to place tower steel on the ground.

#### 6.1.4 Other requirements related to procurement

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

Formatted: Not Highlight

### Supplier Development Localisation and Industrialisation

SDL&I mandate is to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to accommodate government local development initiatives and policies

As a State-Owned Enterprise, ESKOM supports Government's socio-economic development initiatives that it addresses through Supplier Development and Localisation objectives, which include enterprise development, transfer of skills, job creation, incubation, localisation of procurement initiatives and industrialisation.

For the purposes of tendering, the *tenderer* must demonstrate the manner in which the SD&L requirements will be met in due course in an implementation program. If the *tender* is awarded all SD&L undertakings (the *Contractor's* SD&L Obligations) must be made by the *Contractor* at the time of contracting.

#### SDL&I Undertaking

- The SDL&I undertaking generally identifies the following areas for SDL&I evaluation. These are procurement from EMEs, QSEs, LMEs (Generic); local content of the tender as a whole; Job creation and Skills Development commitments of the *tenderer*.
- Targets and weighting are set for each individual project.

**Manufacture, Supply and Delivery of tower steel for the Construction of Ariadne Eros 2<sup>nd</sup> 400 kV line**

- Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring, but commitments will form part of contractual obligations.

**SDL&I Matrix or Undertaking****6.1.5 Cataloguing requirements by the *Supplier***

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

## 7 List of drawings

### 7.1 Drawings issued by the *Purchaser*

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

* Drawing (List)											
* EDMS/SPF Document Identifier	* Document Title	* Rev	* Document Type	* Alternative Document Identifier	* Alternative Document Submission	* Life Cycle Status	* Review Status	* Document Status	* Actual Out Date	* Due In Date	* Electronic File Name
0.69/515C/58	Self-supporting 0-15 angle strain tower Design Drawing	0	Outline Drawing				N/A				515C
0.69/515D/50	Self-supporting 15- 35 angle strain tower Design Drawing	0	Outline Drawing				N/A				515D
0.69/515H/1	Self-supporting Suspension tower Design Drawing	5	Outline Drawing				N/A				515H
2105	0-45 Angle Strain Tower type 518C	0	Outline Drawing				N/A				518C
2106	45-70 A/S & 0 term tower type 518D	0	Outline Drawing				N/A				518D
2103	Self supp. Tower type 518H	0	Outline Drawing				N/A				518H
0.69/527A	Double Circuit 400/132kV Tower type 527A suspension	0	Outline Drawing				N/A				527AM
0.69/527C/01	Double Circuit 400/132kV Tower type 527C Self-Supporting 0-35 angle strain	1	Outline Drawing				N/A				527CM
0.69/527D	Double Circuit 400/132kV Tower type 527D Self-Supporting	0	Outline Drawing				N/A				527DM

* Drawing (List)											
* EDMS/SPF Document Identifier	* Document Title	* Rev	* Document Type	* Alternative Document Identifier	* Alternative Document Submission	* Life Cycle Status	* Review Status	* Document Status	* Actual Out Date	* Due In Date	* Electronic File Name
	30-60 angle strain & 0 terminal										

## **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.

---