

CONTRACT TITLE: SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 3 YEARS TO THE TUTUKA POWER STATION CANTEEN.



NEC3 Supply Contract (SC3)

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

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

for **Supply and Delivery of Fresh Vegetables and Fruits on an "As and When" Required Basis for a Period of 3 Years to the Tutuka Power Station Canteen.**

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

CONTRACT No. [Insert at award stage]

CONTRACT TITLE: SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 3 YEARS TO THE TUTUKA POWER STATION CANTEEN.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]

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C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of Fresh Vegetables and Fruits an “As and When” Required Basis for a Period of 3 Years to the Tutuka Power Station Canteen.

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	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 ¹	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

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Purchaser

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

Name & signature of witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)*

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

Name & signature of witness _____

Date _____

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C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Supply Manager</i> is (name):	
	Address	Eskom Holdings SOC Limited Tutuka Power Station Bethal / Standerton Road Standerton 2340
	Tel	
	e-mail	
11.2(13)	The <i>goods</i> are	Supply and delivery of Fresh Vegetables and Fresh Fruits
11.2(13)	The <i>services</i> are	Activities necessary for the supply and delivery of fresh vegetables and fresh fruits, including harvesting (if applicable), sorting, grading, packaging, handling, transportation, delivery to the delivery point, and provision of delivery documentation.

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

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11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Late delivery of fresh fruits and vegetables - Non-compliance with quality, grade, size, or freshness requirements - Spoilage, decay, bruising, or contamination of produce - Failure to maintain the cold chain during storage or transportation - Failure to provide required delivery documentation 									
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents									
11.2(15)	The Supply Requirements as part of the Goods Information is in	Part C3 1 Purchaser's goods information									
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa									
13.1	The <i>language of this contract</i> is	English									
13.3	The <i>period for reply</i> is	24 hours									
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.									
3	Time										
30.1	The <i>starting date</i> is.	TBC									
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%;"><i>goods and services</i></th> <th style="width: 30%;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Delivery of Fresh Vegetables</td> <td>In accordance with the accepted programme or the lead time specified on each Order.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Delivery of Fresh Fruits</td> <td>In accordance with the accepted programme or the lead time specified on each Order.</td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	Delivery of Fresh Vegetables	In accordance with the accepted programme or the lead time specified on each Order.	2	Delivery of Fresh Fruits	In accordance with the accepted programme or the lead time specified on each Order.
	<i>goods and services</i>	<i>delivery date</i>									
1	Delivery of Fresh Vegetables	In accordance with the accepted programme or the lead time specified on each Order.									
2	Delivery of Fresh Fruits	In accordance with the accepted programme or the lead time specified on each Order.									
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.										
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week of the Contract Date.									
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	1 Month									
4	Testing and defects										
42	The <i>defects date</i> is	Delivery date at the point of delivery.									
43.2	The <i>defect correction period</i> is	1 day after notification									

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	except that the <i>defect correction period</i> for	Not applicable to this contract
	and the <i>defect correction period</i> for	Not applicable to this contract
42.2	The <i>defects access period</i> is	1 day after notification
	except that the <i>defect access period</i> for	Not applicable to this contract
	and the <i>defect access period</i> for	Not applicable to this contract
5	Payment	
50.1	The <i>assessment interval</i> is	one day after delivery, provided the goods have passed QC inspection and have been accepted.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 30 days from receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

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8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Not applicable
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	total of the prices
88.5	The <i>end of liability date</i> is	the end date of service period

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is Address Tel No. Fax No. e-mail	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

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94.4(5)	The place where arbitration is to be held is Mpumalanga, 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.
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10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	One month prior to tender closing date proportion 15% 100%	linked to index for non-adjustable	Index prepared by
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X2 Changes in the law

X2.1	A change in the law of	the Republic of South Africa
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X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of Fresh Vegetables Fresh Fruits	amount per day 5% percent of the total value of the Purchase Order for each day of delay beyond the agreed delivery date, capped at 10% of the total value of the Purchase order. 5% percent of the total value of the Purchase Order for each day of delay beyond the agreed delivery date, capped at 10% of the total value of the Purchase order.
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X17	Low performance damages		
X17.1	The amounts for low performance damages are:	Amount 5%of the value of the Purchase Order for the affected Goods, capped at 10% of the total of the Prices.	Performance level The Goods do not meet the quality specification stated in the Scope.
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.

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Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

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

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his SubContractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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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,

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- 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 Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the *Services* for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the *Services* for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13Insurance

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.

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INSURANCE TABLE A

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

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Business Interruption	
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** means measurements performed in parallel, yet separately, to existing

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Measurements	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 <i>Purchaser's</i> 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.

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Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

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

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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

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

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

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

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The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	As stated in the Contract Data	
2. The requirements for transport are	As stated in the Contract Data	
3. The delivery place is	The Canteen at Tutuka Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Supplier</i>
	Arrange access to delivery place	<i>Supplier and Purchaser</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier and Purchaser</i>
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 <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

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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 <i>Supplier</i> is (Name): Address Tel No. Fax No.									
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:									
11.2(11)	The tendered total of the Prices is	R , (in words)								
11.2(12)	The <i>price schedule</i> is in:									
11.2(14)	The following matters will be included in the Risk Register									
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are									
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="border-right: 1px dashed black; padding: 5px;"><i>goods and services</i></th> <th style="padding: 5px;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td style="border-right: 1px dashed black; padding: 5px;">1 [•]</td> <td style="padding: 5px;">[•]</td> </tr> <tr> <td style="border-right: 1px dashed black; padding: 5px;">2 [•]</td> <td style="padding: 5px;">[•]</td> </tr> <tr> <td style="border-right: 1px dashed black; padding: 5px;">3 [•]</td> <td style="padding: 5px;">[•]</td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1 [•]	[•]	2 [•]	[•]	3 [•]	[•]
<i>goods and services</i>	<i>delivery date</i>									
1 [•]	[•]									
2 [•]	[•]									
3 [•]	[•]									
31.1	The programme identified in the Contract Data is contained in:									
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%								

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PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
	This cover page	
C2.1	Pricing assumptions	
C2.2	The <i>price schedule</i>	

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C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

Identified and defined terms	11 11.2	<p>(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.</p> <p>(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.</p>
Assessing the amount due	50.2	<p>The amount due is</p> <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, • plus other amounts to be paid to the <i>Supplier</i>, • less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

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

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- 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 *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

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C2.2 the *price schedule*

Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
100	Fresh vegetables				
1	Avocado	kg	720		
2	Beetroot whole 10kg	bag	300		
3	Butternut cubed	kg	12960		
4	Butternut whole 10kg	bag	300		
5	Broccoli florets cut	kg	9640		
6	Baby marrow whole 5kg	box	1440		
7	Baby marrow cube	Kg	5400		
8	Baby corn	Kg	1020		
9	Sweet corn whole	kg	1800		
10	Baby carrots	Kg	1020		
11	Carrot Julienne	Kg	2880		
12	Carrot grated	kg	2880		
13	Carrot sliced	kg	2880		
14	Carrot Whole 10kg	bag	1440		
15	Cabbage chopped	kg	2880		
16	Cabbage whole 10kg	bag	1440		
17	Red cabbage whole	kg	1440		
18	Celery	kg	1000		
19	Cauliflower florets cut	kg	6760		
20	Country mixed vegetable	kg	9640		
21	Cucumber Fresh	kg	2360		
22	Crushed mince garlic	kg	720		
23	Fresh garlic	kg	720		

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24	Lettuce ice burg	kg	5320		
25	Lettuce mix	kg	1000		
26	leeks	kg	720		
27	Green chillies	kg	460		
28	Green beans whole	kg	2880		
29	Green beans cut	kg	7200		
30	Gem squash 1/4 cut	kg	8640		
31	Hubbard squash cut	kg	10580		
32	Hubbard squash whole 10kg	bag	200		
33	Onions Red	kg	1440		
34	Onions white	kg	6760		
35	Pepper Green	kg	1800		
36	Pepper Red	kg	1600		
37	Pepper Yellow	kg	1600		
38	Washed Potato 1/4 cuts	kg	9640		
39	Whole potato 10kg	bag	5320		
40	Whole peeled potato	kg	6400		
41	Baby potato	kg	9640		
42	Potato wedges	kg	9640		
43	Potato chips	kg	12800		
44	Roast mixed Vegetables	kg	8640		
45	Vegetable Stir fry	kg	8200		
46	Spinach deveined cut	kg	11080		
47	Baby spinach	kg	1440		
48	Cocktail Tomatoes	kg	720		
49	Mix cocktail tomatoes	kg	360		
50	Tomatoes 1 st Grade	kg	5320		
51	Mushrooms White	kg	1200		
52	Radishes	kg	288		

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

53	Spring onion	kg	720		
54	Jalapeno	kg	460		
Sub -Total (Fresh Veg)					
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
200	Fresh Herbs				
55	Fresh Basil	kg	180		
56	Fresh chives	kg	180		
57	Fresh Rosemary	kg	180		
58	Fresh Parsley	kg	180		
59	Mixed micro greens	kg	360		
60	Fresh coriander	kg	180		
61	Fresh mint	kg	180		
62	Fresh rocket leaves	kg	180		
63	Fresh Thyme	kg	180		
64	Edible flowers	kg	180		
Sub -Total (Fresh Herbs)					
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
300	Salad				
65	Chakalaka salad	kg	8200		
66	Coleslaw salad with mayonnaise	kg	8200		
67	Potato salad with mayonnaise	kg	8200		
68	Beetroot salad with chutney	kg	8200		

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69	3 bean salad	kg	8200		
	Sub -Total (Salads)				
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
400	Fresh Fruits (in season) Grade A				
70	Apples Red	kg	25920		
71	Bananas	kg	25920		
72	Lemons	kg	720		
73	Peaches (in season)	kg	17280		
74	Pears (in season)	kg	25920		
75	Strawberries (in season)	kg	720		
76	Oranges (in season)	kg	17280		
77	Naartjies (in season)	kg	8640		
78	Mango (in season)	kg	720		
79	Watermelon	kg	720		
80	Spanspek	Kg	720		
81	Strawberry	kg	720		
82	Paw Paw	kg	720		
83	Pineapple	kg	720		
84	Kiwi fruit	kg	720		
85	White grapes	kg	720		
86	Red Grapes	kg	720		
87	Grapefruit	kg	360		
	Sub -Total (Fresh fruits)				

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

SECTION	DESCRIPTION	TOTAL RAND VALUE
100	FRESH VEGETABLES	
200	FRESH HERBS	
300	SALAD	
400	FRESH FRUITS	
TOTAL TENDER VALUE EXCLUDING VAT		

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

PART 3: SCOPE OF WORK

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

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

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SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

1 Overview and purpose of the *goods and services*

The *Contractor* is required to supply and deliver fresh vegetables, fruits, and salads on an "as and when" required basis for a period of three (3) years at the Tutuka Power Station Canteen. The purpose of this scope is to ensure a consistent and reliable provision of high-quality, fresh produce that meets safety and nutritional standards, supporting the daily operational needs of the Canteen and promoting the health and wellbeing of its users. The *Contractor* shall maintain strict quality control, adhere to delivery schedules, and ensure compliance with all relevant food safety, environmental, and safety standards throughout the duration of the contract.

2 Specification and description of the goods

2.1 Purchaser's design

Not Applicable to this Contract

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

Not Applicable to this Contract

2.3 Other requirements of the *Supplier's* design

Not Applicable to this Contract

2.4 Use of *Supplier's* design

Not Applicable to this Contract

2.5 Manufacture & fabrication

Not Applicable to this Contract

2.6 Factory acceptance testing (FAT)

Not Applicable to this Contract

2.7 Other tests and inspections and commissioning in place of use

Not Applicable to this Contract

2.8 Operating manuals and maintenance schedules

Not Applicable to this Contract

3 Supply Requirements

3.1 General Requirements

- a) Upon commencement of the contract, a tailored delivery schedule will be issued to the *Contractor*.
- b) Strict adherence to the delivery schedule is mandatory.
- c) Failure to comply with the schedule disrupts kitchen planning and may result in penalties as stated in the Contract Data.
- d) The schedule will stipulate specific delivery days, required items, and delivery frequency.
- e) Any anticipated delays in meeting the scheduled delivery times must be communicated timeously to the Service Manager.

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

- f) A valid driver's licence and proof of competence for the designated delivery driver must be submitted after contract award.

3.2 Penalty for late deliveries

Penalties shall be applied in accordance with clause X7.

N.B: Timeous delivery is of utmost importance. The *Contractor* is expected to prioritise all orders received and must promptly inform Eskom of any deliveries that cannot be met on time

3.3 Compliance requirements

The *Contractor* shall comply with all applicable legislation, standards, and regulations.

4 Specification of the services to be provided

4.1 Deliveries

- Deliveries will be scheduled three times per week, as per instructions on order placement.
- The deliveries will be made only on Mondays (not later than 15:00), Wednesdays (not later than 15:00), and Fridays (not later than 11:00).

4.2 Transportation

- All vehicles used for transportation shall be clean, free from any odours, easy to clean, waterproof, and equipped with refrigeration.
- The refrigeration unit must be adequate to maintain vegetables, salads, and fruits at the required temperature.
- No vegetables, salads, or fruits will be loaded onto open or unrefrigerated vehicles.
- Since vegetables, salads, and fruits are perishable, all steps in the process—including packaging, storage, and delivery—shall be performed without unnecessary delay.
- Conditions must prevent cross-contamination, deterioration, or the development of pathogenic and spoilage micro-organisms.

4.3 Minimum Standards

All fresh vegetables, salads, and fruits delivered must meet the following minimum standards:

- Delivery date and expiry date must be labelled on the packaging (for salads).
- Packaging must be of good quality.
- No spoiled vegetables, fruits, or salads.
- Salads must be in clean, sealed containers.
- Produce must be handled with care to avoid damage, bruises, and blemishes (for fruits).

4.4 Description of the goods

Item no.	Item Description	Unit of measure	Quantity
100	Fresh vegetables		
1	Avocado	kg	720
2	Beetroot whole 10kg	bag	300

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

3	Butternut cubed	kg	12960
4	Butternut whole 10kg	bag	300
5	Broccoli florets cut	kg	9640
6	Baby marrow whole 10kg	bag	1440
7	Baby marrow cube	Kg	5400
8	Baby corn	Kg	1020
9	Sweet corn whole	kg	1800
10	Baby carrots	Kg	1020
11	Carrot Julienne	Kg	2880
12	Carrot grated	kg	2880
13	Carrot sliced	kg	2880
14	Carrot Whole 10kg	bag	1440
15	Cabbage chopped	kg	2880
16	Cabbage whole 10kg	bag	1440
17	Red cabbage whole	kg	1440
18	Celery	kg	1000
19	Cauliflower florets cut	kg	6760
20	Country mixed vegetable	kg	9640
21	Cucumber Fresh	kg	2360
22	Crushed mince garlic	kg	720
23	Fresh garlic	kg	720
24	Lettuce ice burg	kg	5320
25	Lettuce mix	kg	1000
26	leeks	kg	720
27	Green chillies	kg	460
28	Green beans whole	kg	2880
29	Green beans cut	kg	7200
30	Gem squash 1/4 cut	kg	8640
31	Hubbard squash cut	kg	10580
32	Hubbard squash whole 10kg	bag	200
33	Onions Red	kg	1440
34	Onions white	kg	6760
35	Pepper Green	kg	1800
36	Pepper Red	kg	1600
37	Pepper Yellow	kg	1600
38	Washed Potato 1/4 cuts	kg	9640
39	Whole potato 10kg	bag	5320
40	Whole peeled potato	kg	6400

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

41	Baby potato	kg	9640
42	Potato wedges	kg	9640
43	Potato chips	kg	12800
44	Roast mixed Vegetables	kg	8640
45	Vegetable Stir fry	kg	8200
46	Spinach, deveined and cut	kg	11080
47	Baby spinach	kg	1440
48	Cocktail Tomatoes	kg	720
49	Mix cocktail tomatoes	kg	360
50	Tomatoes 1 st Grade	kg	5320
51	Mushrooms White	kg	1200
52	Radishes	kg	288
53	Spring onion	kg	720
54	Jalapeno	kg	460
Sub -Total (Fresh Veg)			
Item no.	Item Description	Unit of measure	Quantity
200	Fresh Herbs		
55	Fresh Basil	kg	180
56	Fresh chives	kg	180
57	Fresh Rosemary	kg	180
58	Fresh Parsley	kg	180
59	Mixed micro greens	kg	360
60	Fresh coriander	kg	180
61	Fresh mint	kg	180
62	Fresh rocket leaves	kg	180
63	Fresh Thyme	kg	180
64	Edible flowers	kg	180
Sub -Total (Fresh Herbs)			
Item no.	Item Description	Unit of measure	Quantity
300	Salad		
65	Chakalaka salad	kg	8200
66	Coleslaw salad	kg	8200
67	Potato salad	kg	8200
68	Beetroot salad with chutney	kg	8200
69	3 bean salad	kg	8200
Sub -Total (Salads)			
Item no.	Item Description	Unit of measure	Quantity
400	Fresh Fruits (in season)		

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

	Grade A		
70	Apples Red	kg	25920
71	Bananas	kg	25920
72	Lemons	kg	720
73	Peaches (in season)	kg	17280
74	Pears (in season)	kg	25920
75	Strawberries (in season)	kg	720
76	Oranges (in season)	kg	17280
77	Naartjies (in season)	kg	8640
78	Mango (in season)	kg	720
79	Watermelon	kg	720
80	Spanspek	Kg	720
81	Strawberry	kg	720
82	Paw Paw	kg	720
83	Pineapple	kg	720
84	Kiwi fruit	kg	720
85	White grapes	kg	720
86	Red Grapes	kg	720
87	Grapefruit	kg	360
	Sub - Total (Fresh fruits)		

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

5.1.1 Supply of Perishable Food by the *Supplier*

The *Supplier* shall ensure that all perishable food items are delivered in accordance with the agreed delivery schedule and within the required lead times to maintain freshness and quality. Perishable goods must be sourced, handled, stored, and transported under conditions that preserve their integrity and comply with all applicable food safety regulations.

The *Supplier* must implement appropriate logistics planning to prevent delays and must prioritise orders to ensure timeous delivery. Any anticipated deviation from the schedule or risk of late delivery shall be communicated immediately to the Service Manager, together with proposed corrective actions. The *Supplier* must further ensure that all cold-chain requirements are upheld throughout the supply process to avoid spoilage or quality deterioration.

5.1.2 Use of standard forms

The *Supplier* shall use the prescribed NEC3 standard forms for all contract administration processes.

These forms ensure consistent communication, proper record-keeping, and effective management of obligations under the contract. The required forms include, but are not limited to:

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

- a) **Early Warning Notification Form** – to notify the Service Manager of any matter that could increase cost, delay delivery, or impair quality.
- b) **Compensation Event Notification Form** – to notify any event that may constitute a compensation event in terms of the contract.
- c) **Request for Information (RFI) Form**, where applicable.
- d) **Delivery Note and Inspection Acceptance Form** – to confirm receipt and condition of goods.
- e) **Non-Conformance Report (NCR) Form**, if defects or quality issues arise.

The *Supplier* shall ensure that all forms are completed accurately, submitted timeously, and retained for audit purposes.

5.2 Work to be done by the Delivery Date

By the agreed Delivery Date, the *Supplier* shall have completed all activities necessary to ensure the successful supply and handover of the goods. This includes the sourcing, inspection, packaging, and transportation of all items in accordance with the contract requirements. All goods must arrive at the delivery point in the specified quantities, of the required quality, and in a condition suitable for immediate use.

The *Supplier* shall also ensure that all required documentation—such as delivery notes, certificates of conformity, temperature control records (where applicable), and inspection reports is submitted at the time of delivery. Any work, preparation, or coordination required to achieve full compliance with the delivery schedule must be completed prior to the Delivery Date.

Failure to fulfil these obligations may constitute a delay and could result in penalties or corrective action as provided for in the contract.

5.3 Marking the goods

All items must be clearly marked with a visible expiry date, ensuring full compliance with packaging and labelling standards.

The following information must be accurately provided on each package:

- a) Product Name
- b) Packaging Date
- c) Expiry Date
- d) Weight or Quantity

Additionally, all labels should be legible, durable, and securely affixed to prevent detachment during handling and transportation. Proper labelling is essential to maintain product freshness, ensure safety, and facilitate inventory management.

5.4 Constraints at the delivery place and place of use

The *Supplier* shall comply with all constraints, rules, and access requirements applicable at the delivery place and the place of use. Deliveries must be carried out in a manner that does not disrupt normal operations, pose safety risks, or interfere with kitchen activities.

The *Supplier* shall ensure that delivery vehicles, drivers, and personnel adhere to all site access protocols, including security checks, induction requirements, hygiene standards, and traffic

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management rules. All goods must be offloaded only at designated areas and during approved delivery times.

Perishable goods must be delivered using appropriate equipment that maintains the required temperature and hygiene conditions up to the point of handover. The *Supplier* must take all necessary precautions to prevent contamination, damage, or delays caused by site constraints.

The *Supplier* shall remain responsible for familiarising themselves with all site-specific restrictions and ensuring that deliveries are executed safely, efficiently, and in compliance with all operational and safety requirements.

5.4.1 Access Limitations and Working Hours

- Deliveries shall only occur during the approved operating hours communicated by the Service Manager.
- Access to certain areas may be restricted during peak operational periods, planned outages, or emergency conditions.
- The *Supplier* must plan deliveries considering these limitations and shall not expect access outside the agreed timeframes unless prior written approval is obtained.
- Any delays caused by non-adherence to access requirements shall be at the *Supplier's* cost.

5.4.2 Security, Induction, and Identification Requirements

- All delivery personnel must complete the required site induction prior to commencing work on site.
- *Supplier* personnel must always carry valid identification and access permits while on Eskom premises.
- Delivery vehicles will be subject to security inspections at the entry and exit points.
- Non-compliance with security or induction requirements may result in denial of access, for which the *Supplier* remains fully responsible.

5.5 Cooperating with Others

- a) The *Supplier* shall cooperate fully with the Service Manager during all stages of delivery, providing timely information, access, and support as required to ensure smooth coordination and efficient contract administration.
- b) The *Supplier* shall work in close cooperation with the Purchaser's team to ensure that all goods are delivered in full compliance with the specified requirements, quality standards, delivery schedules, and site procedures. This includes aligning delivery activities with kitchen operations, safety protocols, and any operational constraints identified by the Purchaser.
- c) The *Supplier* shall adopt a collaborative approach, promptly addressing any concerns raised by the Service Manager or Purchaser's team, and taking all necessary steps to maintain effective communication, minimise disruption, and achieve successful delivery outcomes.

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

5.6.1 Services to be Provided by the Supplier:

The *Supplier* shall be responsible for the timely procurement, handling, and delivery of all goods in accordance with the specifications, standards, and delivery schedules outlined in this contract. This includes ensuring that all products are fresh, properly packaged, labelled, and transported under conditions that preserve quality and safety. The *Supplier* shall also provide any necessary

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

documentation, such as certificates of origin, safety data sheets, and expiry date labels, to comply with relevant regulations.

5.6.2 Services to be Provided by the Purchaser:

The Purchaser shall ensure that all relevant information, such as accurate order details, delivery schedules, and specific packaging requirements, are communicated to the *Supplier* in a timely manner. The Purchaser shall also facilitate access to designated delivery points, provide necessary assistance during delivery, and ensure that designated receiving personnel are available to inspect and accept the goods upon arrival.

5.6.3 Additional Requirements:

Both parties shall cooperate to ensure smooth operations, including adherence to health and safety standards, proper storage conditions, and compliance with relevant regulatory requirements. Any deviations, issues, or discrepancies must be promptly communicated and resolved to prevent disruptions in the supply chain.

5.7 Management meetings

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

Title and Purpose	Frequency	Location	Attendance by:
Kick-off meeting	Once off	Tutuka Power Station	Purchaser and <i>Supplier</i>
Risk register	"As and when" required	Tutuka Power Station	Purchaser and <i>Supplier</i>
Assessment, Performance & Compliance Meetings	Monthly	Tutuka Power Station	Purchaser and <i>Supplier</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service 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.

The *Employer's* Supervisor or representative shall be entitled to request the *Contractor* to provide additional reports when in his/her opinion they are wanted to monitor the progress

5.8 Documentation control

The *Supplier* shall maintain comprehensive records of all amounts paid, as well as all correspondence, communications, and relevant documentation related to the supply agreement. These records must be accurately documented, securely stored, and readily accessible for reference. All such documentation shall be filed systematically within the contract file to ensure transparency, accountability, and ease of audit throughout the duration of the agreement.

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5.9 Health and safety risk management

- The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any *goods* for this contract.
- The *Supplier* shall comply with site health and safety requirements for Kriel Power Station when delivering *goods*.
- Site delivery safety requirements to be adhered to - And can be obtained through the *Purchaser's Manager* In line with the SHE specification
- The *Supplier* submits safety file for approval before access is granted
- The *Supplier* maintains the safety file validity in line with site requirements
- The mode of transport for delivery should comply with site requirement in line with issued SHE specification.
- *Supplier* to update their safety file yearly and each time they make changes on their staff or personnel
- The *Supplier* ensures that when changing a team member, the new team gets induction, and all process of safety file approval is adhered to- before gaining access to site
- The *Supplier* shall comply with the health and safety requirements contained in the Safety Annexure A of the Invitation to Tender.

5.10 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:

- All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department.
- It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.
- The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.
- The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

5.11 Quality

- The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.
- No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the Service Manager. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to the Service Manager within 1 week after Completion of each activity or task
- QCP and contract quality plan standards as per QM 58 to be adhered to
- The *Contractor* must provide Quality Control Plan documents for approval by Eskom Service Manager performing any activity.

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Information in the quality plan

- The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the *services* rendered and inspection thereof;
- The delivered *services* shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- The *Employer* shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities.
- The *Employer* reserves the right to inspect any or all of the work. Verification by the *Employer* shall not absolve the *Contractor* of the responsibility to provide acceptable *services*, nor shall it preclude subsequent rejection by
- The *services* must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by The *Employer* shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
- The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.
- The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered *services* will comply with the requirements of the contract and/or relevant specifications.
- The *Contractor* shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* intends to perform the Contract.
- The *Contractor* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

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

As per Z Clause 13

5.14 Contract change management

- The change management process shall be conducted in strict accordance with Clause 16.1 of this contract.

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

- All modifications, amendments, or adjustments to the contract scope, terms, or conditions must be formally documented.
- Verbal instructions or communications are not considered valid unless subsequently confirmed in writing; acceptable forms of written confirmation include minutes of meetings, official letters, or email correspondence.
- Any unapproved or informal instructions outside this process shall not be recognized or acted upon.
- This procedure is essential to maintain contractual integrity, prevent misunderstandings, and ensure a clear record of all agreed-upon changes.

5.15 Provision of bonds and guarantees

Not applicable to this contract

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

- Both parties shall promptly provide an early warning as soon as they become aware of any matter that could potentially lead to an increase in the total project cost, delays in completion, or other adverse impacts. This proactive notification is essential to facilitate timely management and resolution of issues.
- All compensation events shall be documented and managed through the formal process of raising an early warning, in accordance with NEC Core Clauses 16.1, 63.1, and 63.2. The *Supplier* shall maintain detailed records of all such events, including assessments of the associated costs, impacts, and any resulting adjustments to the project schedule or budget. These records must be accurate, complete, and readily accessible for audit and review purposes, ensuring transparency and effective management of project variations.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subContractors

Not applicable to this contract.

6.1.2 Limitations on subcontracting

Not applicable to this contract.

6.1.3 Spares and consumables

Not applicable to this contract.

6.1.4 Other requirements related to procurement

Not applicable to this contract.

6.1.5 Cataloguing requirements by the *Supplier*

Not applicable to this contract.

7 List of drawings

7.1 Drawings issued by the Purchaser

Not Applicable to this contract

SUPPLY AND DELIVERY OF FRESH VEGETABLES, FRUITS AND SALADS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO TUTUKA POWER STATION CANTEEN.

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.
