



## NEC3 Supply

# Supply Contract (SC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and [•]

for

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Documentation prepared by: TY MAKGAKGA

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

**The supply and delivery of fresh meat on an “as and when” required basis for a period of 3 years to Kendal Power Station Canteen**

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 Prices inclusive of VAT is	R[•]
(In words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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

Address

**For the  
tenderer:**

Name &  
signature of  
witness

**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.**

Registered office at Megawatt Park, Maxwell  
Drive, Sandton, Johannesburg

Date

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Purchaser

**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.**

Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. 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 \_\_\_\_\_

**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.**

On behalf of \_\_\_\_\_

Registered office at Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 SC3 Contract data

### Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	<b>General</b>	
	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) <sup>1</sup>	
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.	011 800 2111
10.1	The <i>Supply Manager</i> is (name):	Yvonne Makgakga
	Address	Kendal Power Station Canteen building
	Tel	(013) 647 9249
	Fax	N/A
	e-mail	makgakty@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply and Delivery of Meat and Frozen Products on an “as and when” required basis for a period of three (3) years.
11.2(14)	The following matters will be included in the Risk Register	No access to get into Kendal Power Station to make deliveries due to unforeseen circumstances such as Road Closure, Protests or Natural Disasters
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Within 24 hours for emergencies and within 1 week for contractual matters</b>
2	<b>The <i>Supplier's</i> main responsibilities</b>	<b>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.</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<b>As stipulated on the purchase order</b>
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	<b>1 week of the Contract Date.</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>48 hours after every missed delivery date</b>
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>24 hours after Delivery.</b>
43.2	The <i>defect correction period</i> is	<b>The <i>Supplier</i> replaces the defective goods within 24 day after being notified of the defects</b>
42.2	The <i>defects access period</i> is	<b>24 hours</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days after receipt of valid tax invoice and proof of delivery.</b>
51.4	The <i>interest rate</i> is	<b>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</b>
6	<b>Compensation events</b>	<b>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.</b>

7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional <i>Purchaser's</i> risks	N/A
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:	The total value of the estimated contract value
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	The total value of the estimated contract value
88.5	The <i>end of liability date</i> is	1 year after Delivery of the whole of the <i>goods</i> and <i>services</i> .
9	<b>Termination and dispute resolution</b>	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>10</b>	<b>Data for Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>Prices are fixed and firm for the first 12 Months after the first order placement date. Thereafter CPA escalation will apply. Base Date: [●].</b>
<b>X2</b>	<b>Changes in the law</b>	
X2.1	A change in the law of	<b>is a compensation event if it occurs after the Contract Date</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Delivery are	<b>5% of the purchase order value will be applicable when the supplier has missed a Delivery Date</b>
<b>X17</b>	<b>Low performance damages</b>	
X17.1	The amounts for low performance damages are:	<b>Any low performance damage will constitute to a 5% of the purchase order value</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
		<b>Z1 to Z15 always apply for Eskom</b>

## **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 and the Electricity Distribution Industry.

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 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.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 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.

- Z2.4 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 the same as for Reason 3 identified in clause 90.3.

**Z3 Waiver and estoppel: Add to clause 12.3:**

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

**Z4 Provision of a Tax Invoice and interest. Add to clause 51**

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, 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.
- Z4.3 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.

**Z5 Purchaser's limitation of liability**

- Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

**Z6 Termination: Add to clause 90.2 before (Reason 1)**

- Z6.1 or had a judicial management order granted against it.

**Z7 Addition to clause 50.5**

- Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

**Z8 Ethics**

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or

Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 8.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Goods for this reason.
- Z 8.3 If the *Purchaser* terminates the *Supplier's* obligation to provide the Goods for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z 8.4 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.

## **Z9 Insurance**

**Replace condition of contract 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 in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

**INSURANCE TABLE A**

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

**84.2 The Purchaser provides the insurances in this Insurance Table B**

**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
-------------------------------------	---

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

## **Z10 Nuclear Liability**

- Z10.1 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.
- Z10.2 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*.
- Z10.3 Subject to clause Z10.4 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*.
- Z10.4 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.
- Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z11 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.
Z11.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> 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.
Z11.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> 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 Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z11.4 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.
- Z11.5 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.
- Z11.6 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.
- Z11.7 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.

The tendering Supplier is advised to read both the NEC3 Supply Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>See C1.1 Form of Offer and Acceptance</b>

<sup>2</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902.

63.2 The percentage for overheads and profit added to the Defined Cost is [•]%

## C1.2 Contract Data

### Part two - Data provided by the *Supplier*

#### Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)<sup>3</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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</i> and <i>services</i> is:	<b>Goods will be delivered as per Purchase Order/s.</b>
31.1	The programme identified in the Contract Data is contained in:	

<sup>3</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za)

63.2 The *percentage for overheads and profit*  
added to the Defined Cost is %

## C2 Pricing Data

### C2.1 Pricing assumptions

#### How goods and services are priced and assessed for payment

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

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

## C2.2 the *price schedule*

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

Item no.	Description	Unit	Quantity	Rate	Total
<b>100</b>	<b>BEEF</b>				
1	Beef: oxtail, sliced vacuum 10kg standard packed	KG	10800		
2	Beef: mince standard 5kg standard packed	KG	10800		
3	Beef: boerewors 150g 10kg standard packed	KG	28800		
4	Beef: brisket 180-200g 10kg standard packed	KG	14400		
5	Beef: Club steak 180g-200g 10kg standard packed	KG	23040		
6	Beef: T-bone steak 180g-200g 10kg standard packed	KG	23040		
7	Beef: stewing bone in 10kg standard packed	KG	28800		
8	Beef: chuck portions 180-200g 10kg standard packed	KG	28800		
9	Beef: tripe cut, washed & cleaned 10kg standard packed	KG	7200		
10	Beef: sausage 100g-120g 5kg standard packed	KG	360		
11	Beef: Tenderised steak, Vac Packed	KG	14400		
12	Beef: Burger 150g 5kg standard packed	KG	360		
13	Lamb: stewing bone in 10kg standard packed	KG	28800		
14	Lamb: shoulder chops 160g-180g 5kg standard packed	KG	28800		
15	Pork: pork chops	KG	14400		
16	Pork: marinated spareribs ribs 5kg standard packed	KG	7200		
17	Chicken Breast deboned, vac, packed	KG	2880		

18	Chicken Honey wings, Vac Packed, 5kg	KG	432		
19	Chicken spicy wings vac packed, 5kg	KG	432		
20	Chicken ¼ leg 220-250g, weight 10kg	KG	86400		
21	Hake Fillet 8/10 5kg	KG	14400		
22	Mixed vegetables 1kg	KG	8640		
23	Baby carrots 1kg	KG	8640		
24	Peas 1kg	KG	8640		
25	Country mix veg 1kg	KG	8640		
26	Hawaiian Stir-Fry 1kg	KG	8640		
27	Pumpkin cut 1kg	KG	8640		
28	Green Beans cut 1kg	KG	8640		
29	French Fries 2,5kg	KG	12960		
30	Cocktail Meat Balls 100 units	EA	720		
31	Chicken Sausage Rolls 60 units	EA	720		
32	Chicken Spring Rolls 60 units	EA	720		
33	Cheese Balls 60 units	EA	720		
34	Cheese Puffs 60 units	EA	720		
35	Chicken Samosas 60 units	EA	720		
36	Savoury Quiche 60 units	EA	720		

37	Ham Sandwiches, vac packed, weight weight 1kg	KG	360		
Total price (VAT exclusive)					
VAT (15%)					
Total price (Inclusive of VAT)					

**NB: All bidders to include delivery cost on each item and or on price schedule. No delivery cost will be paid as a separate item.**

BIDDER NAME \_\_\_\_\_ SINGATURE \_\_\_\_\_

## C3: Scope of Work

### C3.1 Goods Information

#### Introduction

The Scope covered in this enquiry is to supply and deliver of Fresh meat and frozen products on an as and when required basis for the period of three years at Kendal Power Station for Eskom employees and any contractors who may be on site from time to time.

#### 1. Delivery Requirements

Vehicles used for the transportation shall be clean, free from any odours, easy to clean, weatherproof, and must be a vehicle with refrigeration. The refrigeration unit shall be adequate to maintain the fresh meat at the required temperature. No meat will be loaded on an open and unrefrigerated vehicle.

A purchase order will be issued to the supplier with the required items and quantities.

Deliveries will be once a week between Monday and Thursday  
Monday to Thursday deliveries not later than 15h00  
Friday deliveries before 11h00

#### 2. Specifications

##### a) Production of Perishable Food

Fresh meat is a perishable foodstuff, therefore all steps in the production process, including packaging, storage and delivery, shall be performed with no unnecessary delay and under conditions that preclude the possibility of contamination, deterioration, or development of pathogenic and spoilage micro-organisms.

Fresh meat which is not meeting minimum standard of human consumption will be sent back.

All meat delivered must comply to the following:

1. Delivery date and expiry date on the package
2. No meat will be accepted in a soiled box or leaking blood.
3. Unrefrigerated vehicle OR low temperature of fresh meat.
4. Defrost (Frozen Items)

##### b) Regulations

A supplier must comply

- Health Act No 61 of 2003 and Regulations
- Local Municipality Regulations for that area to (have a certificate of acceptability).
- Occupational Health and Safety Act, 1993 (Act No.85 of 1993). SANS 10049:2019ED5
- Health Act, Food and Cosmetic Act, R918 facilities regulation
- Meat safety Act 40(Act 40 of 2000) Regulation

Late deliveries-Very important to suppliers

A timeous delivery is of the utmost importance, and it is expected from the successful tenderer to treat any orders received as a priority and to inform Eskom if deliveries cannot be effected on time.

#### 3. Special Deliveries - Emergency hours

- In case of emergencies the supplier will be required to be available on a 24-hour basis and be able to deliver at short notice.

Yes: \_\_\_\_\_

No: \_\_\_\_\_

- Supplier to provide the name of a contact person and contact details in case of emergencies.

Yes: \_\_\_\_\_

No: \_\_\_\_\_

#### Packaging and Labelling Requirements

- Product code
- Product Name
- Packaging date
- Expiry date
- Weight/Qty

## 1. Description of the goods

1.1 The supplier will deliver the following description of goods.

Item no.	Description	Unit	Estimated Quantity	Grade
1	Beef: oxtail, sliced vacuum 10kg standard packed	KG	10800	A
2	Beef: mince standard 5kg standard packed	KG	10800	A
3	Beef: boerewors 150g 10kg standard packed	KG	28800	A
4	Beef: brisket 180-200g 10kg standard packed	KG	14400	A
5	Beef: Club steak 180g-200g 10kg standard packed	KG	23040	A
6	Beef: T-bone steak 180g-200g 10kg standard packed	KG	23040	A
7	Beef: stewing bone in 10kg standard packed	KG	28800	A
8	Beef: chuck portions 180-200g 10kg standard packed	KG	28800	A
9	Beef: tripe cut, washed & cleaned 10kg standard packed	KG	7200	A
10	Beef: sausage 100g-120g 5kg standard packed	KG	360	A
11	Beef: Tenderised steak, Vac Packed	KG	14400	A
12	Beef: Burger 150g 5kg standard packed	KG	360	A
13	Lamb: stewing bone in 10kg standard packed	KG	28800	A
14	Lamb: shoulder chops 160g-180g 5kg standard packed	KG	28800	A
15	Pork: pork chops	KG	14400	A
16	Pork: marinated spareribs ribs 5kg standard packed	KG	7200	A
17	Chicken Breast deboned, vac, packed	KG	2880	A
18	Chicken Honey wings, Vac Packed, 5kg	KG	432	A
19	Chicken spicy wings vac packed, 5kg	KG	432	A
20	Chicken ¼ leg 220-250g, weight 10kg	KG	86400	A
21	Hake Fillet 8/10 5kg	KG	14400	A
22	Mixed vegetables 1kg	KG	8640	A
23	Baby carrots 1kg	KG	8640	A
24	Peas 1kg	KG	8640	A
25	Country mix veg 1kg	KG	8640	A

26	Hawaiian Stir-Fry 1kg	KG	8640	A
27	Pumpkin cut 1kg	KG	8640	A
28	Green Beans cut 1kg	KG	8640	A
29	French Fries 2,5kg	KG	12960	A
30	Cocktail Meat Balls 100 units	EA	720	A
31	Chicken Sausage Rolls 60 units	EA	720	A
32	Chicken Spring Rolls 60 units	EA	720	A
33	Cheese Balls 60 units	EA	720	A
34	Cheese Puffs 60 units	EA	720	A
35	Chicken Samosas 60 units	EA	720	A
36	Savoury Quiche 60 units	EA	720	A
37	Ham Sandwiches, vac packed, weight 1kg	KG	360	A

## 2. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		
<b>Environmental requirements</b>		
<b><u>Technical specifications:</u></b>		
Certificate of acceptability (CoA), from local Municipality where the meat facilities are situated.		

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

#### A. Delivery Requirements

- Site Information: Kendal Power Station is situated between Johannesburg and Witbank N12 being just over 40km
- Vehicles used for the transportation shall be clean, free from any odours, easy to clean, preferable weatherproof vehicle, and must be a covered vehicle.
- No meat, vegetables and cocktails finger foods will be loaded on an open vehicle.
- A purchase order will be issued to the contractor with the required items and quantities.
- Deliveries will be once a week between Monday and Thursday  
Monday to Thursday deliveries not later than 15h00  
Friday deliveries before 11h00



## B CERTIFICATION

**CERTIFICATE OF ACCEPTABILITY** for the premises. A supplier has to comply with the Health Act No.61 of 2003 and Regulations and comply with the Local Municipality Regulations for that area SANS 10049:2019ED5

In the event of a contract being awarded to a successful Supplier, Eskom Holdings SOC Ltd reserves the right to inspect the premises of the Supplier without prior notice, accompanied by or without the local inspector. Admission to the Supplier's premises should be granted at such time.

FOOD SAFETY MANAGEMENT (SANS ISO 22000:2005)

- Food Safety Management System
- Food Safety Management System Certification (FSSC) 22000

### 1. MONITORING

#### 4.1 Management Meetings

Regular meetings of general nature to be convened and chaired by Supply Manager as follows:

Title and purpose	Time & Interval	Location	Attended by
Risk Register and compensation events	As soon as the risk is identified	TBA	TBC
Contractor's SHEQ Executive meeting	TBC	TBA	TBC
Any other meeting on request by the Employer or Contractor	TBC	TBA	TBC

Eskom Holdings SOC Limited reserves the right to inspect the premises of the Supplier without any prior notice, accompanied by or without the local Health inspector. Admission to the Supplier's premises should be granted at such time.

Eskom Holding SOC Limited reserves the right to have, at any point in time during the agreement period, without any prior notice, Micro Swab Test (at Eskom Holding SOC Limited's discretion) done by an Independent Laboratory. In the event of this happening, admission to the Supplier's premises should be granted to an appointed laboratory. Eskom Holdings SOC Limited will provide the Supplier with a copy of the test results within 10 Days after the report has been received by Eskom Holdings SOC Limited. Eskom will be liable for the first test unless in the event of results of any of the tests performed not conforming to the minimum requirements as specified by the independent laboratory, the total charge for the tests will be for the Supplier's account.

Should the Supplier not comply to the requirements as specified by the independent Laboratory, the Supplier should provide Eskom Holding SOC Limited with results for similar

tests (for Supplier's account) indicating the problem has been rectified, within 15 days of receipt of the report. If not, Eskom Holdings SOC Limited reserves the right to terminate the contract within 24 hours.

#### 4.2 Key Performance Indicators-( 0 not compliant, 1 compliant)

##### Scoring criteria: 1-compliant, 0 -Non Compliant

KPI's					
	Dates	Dates			
Transporation (Vehicle Temperatures >4 C)					
Visible Grading (Green Stamp)					
Delivery on Time & In Full OTIF					
Visible expiry Date					
Packaging					

Poor Performance on the KPI;s resulting in score of 0 will raise an early warning.

## 5. INVOICING AND PAYMENTS

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is \_\_\_\_\_;
- The total of
  - The Price for each lump sum item in the Price Schedule or Batch Order which the *Supplier* has completed;
  - Where a quantity is stated for an item in the Price Schedule or Batch Order, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*;
- Less amounts to be paid by or retained from the *Supplier*;
- The invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

#### Invoices linked to commodity prices.

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).

- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

### General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

#### Note:

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 *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

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).

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

### 3.5 BBBEE and preferencing scheme

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.

The *supplier's* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *purchaser* within thirty days of the notification or as otherwise instructed by the *purchaser*.

Where, as a result, the *supplier's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *supplier's* obligation to provide the *service*.

Failure by the *suppliers* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

The Contractor will be required to maintain or improve their B-BBEE recognition Level for the duration of the contract.

#### **4 Insurance provided by the employer.**

As stated in the contract data and as per annexure A within this service agreement.

#### **5 Health and safety, Environment, and quality Assurance**

- Kendal Power Station Health and safety standards.
- Compliance with Eskom & Kendal No smoking Policy.
- Adhere to the OHS Act 85 of 1993.
- To obtain a permit the supplier's personnel will undergo safety induction presented by Kriel Risk management Department.

### **6. HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE**

#### **6.1 Health, Safety and Environment (SHE)**

Contractors must comply with the following minimum requirements:

##### **Quality Requirements**

The *Contractor* shall comply with the ISO 9001:2008 Quality Management System and Employer's Quality Requirements as specified in Eskom QM58 document

- Quality documents for inspections and tests plans shall be required to be submitted to the Project Manager for approval before the works begin on site,

#### **CATEGORY 3:**

##### **Documents to be submitted:**

- Quality Management System Manual
- Quality Policy
- Control of documented information (both maintain and retain documented information)
- Internal Audit Procedure
- Control of Non-conformity products or service output
- Nonconformity and Corrective Action procedure
- Quality Objectives
- Where applicable; the supplier shall submit an example of inspection and test plan (ITP) or quality control plan (QCP) on similar or previous work done.
- Draft Contract Quality Plan
- The supplier shall submit a copy of documented information for roles, responsibilities, and authorities in relation to the QMS. Examples of relevant documented information are organization charts, job descriptions, work instructions, duty statements, manuals, procedures.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- Completed and signed Form A (Enquiry/Contract/ Quality Requirements for QM58 and ISO 9001)

## Health, Safety and Environment (SHE)

The *contractor* must comply with the following standards and SHE:

- Eskom SHEQ policy 32-727
- SHE requirements for Eskom commercial process
- Adhere to the OHS Act 85 of 1993.
- Adhere to Eskom lifesaving rules
- Incident management procedure 32-95
- All staff will undergo Safety Induction, presented by *Employer's* Risk Management Department.
- *Contractor* must obtain a permit and adhere
- Foodstuff, Cosmetics and Disinfectant Act 54 of 1972
- 

Kendal Power Station is ISO 14001: 2004 certified therefore the *Contractor* must comply with the requirements of the following procedures:

- Waste Management Procedure: \*1024102
- Non-conformance, corrective and preventive Action: \*1017357
- Emergency preparedness plan \*1015702
- Environmental competency, Training and awareness\*1015689
- Eskom SHEQ Policy (32-727)
- Environmental communication \*1015692
- Environmental legal and other requirements \*1015685

The above-mentioned procedures will be given to the appointed *contractor* before the commencement of the project. The procedures must always be available in the file and must be communicated with the *Contractor's* employees. Proof of communication must be kept in the file.

Kendal procedures are applicable to the *Contractor's* area of responsibility to assist the *Contractor* and his or her employees to prevent pollution and comply with legislative requirements and to familiarize themselves on such procedures within 30 days from the date of commencement of work at Kendal. Copies of the above-mentioned documents shall be obtained from the Eskom Agent and / or Environmental Officer on the first day prior to commencement of work at Kendal.

The *Contractor* must identify all Environmental aspects and impacts related to his or her activities. The *Contractor* must have copy of the legal register related to the scope. The non-adherence to the rules will result in a non-conformance, hence immediate termination of the contract.

Rules are as following:

- a) Arrange for sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area as per the Kendal waste management procedure \*1024102.
- b) Ensure that all waste (Hazardous and General) is stored as per the Kendal waste management procedure \*1024102.
- c) Ensure compliance with the general good housekeeping practices.
- d) Report all Environmental Incidents before the end of the shift or within 24hrs as per the Environmental non-conformities, corrective and preventive actions: \*1015684

## CONTRACT CHANGE MANAGEMENT

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

## MANAGEMENT OF WORK DONE BY TASK ORDER:

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- \*A detailed description of the work in the Task
- \*A priced list of items of work in the Task in which items taken from the Price List are identified.
- \*The starting and completion dates for the Task
- \*Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

**When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a programme within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

**SUPPLIER DEVELOPMENT LOCALISATION & INDUSTRIALISATION**

Local Procurement Content

Local Procurement Content	100%
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Skills Development

Tenderers are required to propose against the following training initiatives.

Category	(Bursary (hospitality)		2
Intake	N4	Exit	N6

Corporate social investment

A Contribution of 0.5 % per invoice Value
No money will be exchanged. in co-operation with the relevant Kriel committee ,the contractor will be approached to contribute the CSI value at the time towards a project on the identified list The contractor will be directly involved.

SD&L penalty

- Eskom will apply a penalty of 2.5% of the contract Value for failure to meet SDL& I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I obligations. The retained amounts shall only be released to the contractor upon fulfilment of all SDL&I obligation at the end of the contract.
- Alternatively, the contractor shall a bond equivalent to 2.5% of the contract value and shall only be released to the contractor upon fulfilment of all SDL&I obligations

SD&L penalty Reporting & Monitoring

- The suppliers Shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection template on their Compliance with the SDL&I obligation described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if the SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, The suppliers shall be required to implement corrective measures to meet those SDL&I

obligations before the commencement of the following report, failing which retention clauses shall be invoked.

- Every contract shall be accompanied by the SDL&I implementation schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments.



## Batch Order

**Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.**

Contract number [•]

Batch Order No. [•]

Date

To: [•].....  
..... (*Supplier*)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

**Total of the Prices for the Batch Order**

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)