



## NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC Ltd**

and **[Insert at award stage]**  
(Reg No. \_\_\_\_\_ )

for : **SUPPLY AND DELIVERY OF FRESH MEAT ON AN "AS  
AND WHEN" REQUIRED BASIS FOR A PERIOD OF 3  
YEARS TO TUTUKA POWER STATION.**

<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No.**

## **PART C1: AGREEMENTS & CONTRACT DATA**

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<b>Contents:</b>	<b>No of pages</b>
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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 meat on an "as and when" required basis for a period of 3 years to Tutuka Power Station.**

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	

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.

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

Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## Acceptance

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

The terms of the contract, are contained in:

Part C1      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2      Pricing Data

Part C3      Scope of Work: Goods Information including Supply Requirements  
and drawings and documents (or parts thereof), which may be  
incorporated by reference into the above listed Parts.

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

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

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

Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station

Signature(s)

Name(s)

Capacity

for the  
Purchaser

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

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station

	For the tenderer:	For the Purchaser
Signature		
Name		
Capacity		
On behalf of	<i>(Insert name and address of organisation)</i>	<b>Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199.</b>
Name & signature of witness		
Date		



## 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	<p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>Z: Additional conditions of contract</b></p> <p><b>All Z clauses are all applicable</b></p>
	of the NEC3 Supply Contract (April 2013) <sup>2</sup>	
10.1	The <i>Purchaser</i> is (name):	<b>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.</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg.</b>
	Tel No.	

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

Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station

	Fax No.	N/A
10.1	The <i>Supply Manager</i> is (name):	
	Address	Eskom Holdings SOC Limited (Reg No: 2002/015527/06) Tutuka Power Station
	Tel	
	Fax	N/A
	e-mail	
11.2(13)	The <i>goods</i> are	Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station Catering Services Department.
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Goods Information is in	Part 3: Scope of Work.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
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	5 working days
2	<b>The <i>Supplier's</i> main responsibilities</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.
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	TBC

30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<b>TBC</b>
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<b>3 working days of the Contract Date.</b>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<b>01 week.</b>
4	<b>Testing and defects</b>	
42	The <i>defects date</i> is	<b>At the date of noticing the defects</b>
43.2	The <i>defect correction period</i> is	<b>24 hours from receipt of the purchaser's written defects notification</b>
42.2	The <i>defects access period</i> is	<b>30 Days</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>26<sup>th</sup> 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>After 4 weeks</b>



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	<p><b>(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</b></p> <p><b>and</b></p> <p><b>(2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date</b></p>
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:	<b>The total of the Prices</b>
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	<b>The total of the Prices</b>
88.5	The <i>end of liability date</i> is	<b>N/A</b>
<b>9</b>	<b>Termination and dispute resolution</b>	<b>Termination process will be followed as per the NEC3 SC Book.</b>
94.1	The <i>Adjudicator</i> is	<p>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).</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p> <p>e-mail</p>

94.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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>)</b>
94.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
94.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
94.4(5)	The place where arbitration is to be held is	<b>Gauteng, South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	<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>	

10	Data for Option clauses		
X1	Price adjustment for inflation:		Rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted in accordance with the published SEIFSA (CPI) INDICES.
X1.1	proportion	linked to index for	Index prepared by
	70%	Consumer Price Index - Table D4	
	15%	Transport - Table L-2(B)	
	15%	non-adjustable	
	100%		
X 2	A change in the law of		

<b>X 2.1</b>	<b>A change in the law of</b>	<b>Republic of South Africa is a compensation event if it occurs after the Contract Date.</b>	
<b>X7</b>	<b>Delay damages</b>		
<b>X7.1</b>	Delay damages for Delivery are	<b>Delivery of</b>	<b>amount per day</b>
		<b>Incorrect item or late delivery</b>	1 Day- 1% of the PO 2 Days- 2% of the PO 3 Days- 3% of the PO 4 Days- 4% of the PO 5 Days- 5% of the PO 6 Days- 6% of the PO 7 Days- 7% of the PO 8 Days- 8% of the PO 9 Days- 9% of the PO 10 Days- 10% of the PO
<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.

## **Z2 Joint ventures**



- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

### **Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

### **Z4 Confidentiality**

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

**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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> 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,
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<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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.

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## Z13 Insurance

### Z 13.1 Replace core clause 84 with the following:

<b>Insurance cover</b>	<b>84</b>	
	<b>84.1</b>	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.
	<b>84.2</b>	The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>goods</i> , 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 <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	<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><u>Death of or bodily injury</u></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	The amount required by the applicable law

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their employment in connection with this contract	
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**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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z14 Nuclear Liability**

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

Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at



or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

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

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

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

## **Z15 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

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

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

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

**OEL** means occupational exposure limit.

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

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

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

**SANAS** means the South African National Accreditation System.

- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

## Annexure A: Supply Requirements

[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].

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:

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

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

**The Supply Requirements for this contract are as follows:**

<b>1. The requirements for the supply are</b>	As stated in the contract goods information	
<b>2. The requirements for transport are</b>	As stated in the contract goods information	
<b>3. The delivery place is</b>	Tutuka Power Station	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
<b>For international procurement</b>	Undertake export requirements	N/A
	Undertake import requirements	N/A
<b>5. Information to be provided by the <i>Supplier</i></b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	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.

## C1.2 Contract Data

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

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### 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:	

<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)

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:		
	<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		
		%	

## PART 2: PRICING DATA

### NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]





## C2.1 Pricing assumptions

### 1. 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 (11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.

#### Assessing the amount due 50.2

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *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.

### 2. 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**

Supply and delivery of Fresh meat on an “as and when” required basis for a period of 3 years to Tutuka Power Station

Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

### **3. 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.

#### **3.1. 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 Supply and Delivery of fresh meat on an as when required basis to Tutuka Power Station for a period of 3 years					
Item no.	Description	Unit	Quantity	Rate	Price
<b>100</b>	<b>BEEF</b>				
101	Beef: oxtail, sliced vacuum 10kg standard packed	KG	11000.00		
102	Beef: mince standard 5kg standard packed	KG	800.00		
103	Beef: boerewors 150g 10kg standard packed	KG	2500.00		
104	Beef: short ribs 250g-280g 10kg standard packed	KG	13000.00		
105	Beef: brisket 180-200g 10kg standard packed	KG	13000.00		
106	Beef: club steak 180g-200g 10kg standard packed	KG	13000.00		
107	Beef: T-bone steak 180g-200g 10kg standard packed	KG	13000.00		
108	Beef: stewing bone in 10kg standard packed	KG	13000.00		
109	Beef: chuck portions 180-200g 10kg standard packed	KG	10000.00		
110	Beef: stroganoff 5kg standard packed	KG	800.00		
111	Beef: topside per 1kg vacuum packed	KG	600.00		
112	Beef: boneless cubes 10kg standard packed	KG	5000.00		
113	Beef: fillet whole 10kg standard packed	KG	800.00		
114	Beef: ox liver 100g-120g 10kg standard packed	KG	6000.00		
115	Beef: tripe cut, washed & cleaned 10kg standard packed	KG	8000.00		
116	Beef: sausage 100g-120g 5kg standard packed	KG	500.00		
117	Beef: patties 120g 5kg standard packed	KG	4000.00		
	<b>Sub -Total (Beef)-100</b>				
<b>200</b>	<b>LAMB</b>				
201	Lamb: stewing bone in 10kg standard packed	KG	13000.00		
202	Lamb: loin chop 160g 10kg standard packed	KG	8000.00		
203	Lamb: shoulder chop 160g-180g 5kg standard packed	KG	8000.00		
204	Lamb: shank whole 10kg standard packed	KG	600.00		
205	Lamb: sausage 100g-120g 10kg standard packed	KG	500.00		
206	Lamb: patties 120g 5kg standard packed	KG	4000.00		
	<b>Sub -Total (Lamb)-200</b>				

<b>300</b>	<b>PORK</b>				
301	Pork: Pork Chops	KG	8000.00		
302	Pork: shanks cut 20kg standard packed	KG	10000.00		
303	Pork: rashers 1kg standard packed	KG	500.00		
304	Pork: sausage 100g-120g 5kg standard packed	KG	500.00		
305	Pork: marinated smoked loin ribs 5kg standard packed	KG	13000.00		
	<b>Sub -Total (Pork)-300</b>				
<b>400</b>	<b>CHICKEN</b>				
401	10 KG Box Chicken Leg Quarters	KG	8640.00		
402	10 KG Box Chicken Breast	KG	1500.00		
403	10 KG Box Chicken Wings	KG	1500.00		
404	10 KG Box Chicken Livers	KG	300.00		
405	10 KG Box Whole Chicken	KG	150.00		
406	5 KG Box Hake Fillets 4/6	KG	2400.00		
407	10 KG Beef Patters	KG	3600.00		
408	10 KG Chicken Patties	KG	3600.00		
	<b>Sub -Total (Chicken)-400</b>				
<b>500</b>	<b>Others</b>				
501	Braai pack 1: club steak, wors & drumstick	Each	25000.00		
502	Braai pack 2: lamb chop, wors & chicken kebab	Each	5000.00		
503	Assorted sliced cold meat 1kg	KG	500.00		
504	Biltong: sliced 1kg	KG	600.00		
505	Biltong: chilli bites 1kg	KG	600.00		
506	Biltong: dry wors 1kg	KG	600.00		
	<b>Sub -Total (Others)-500</b>				
<b>SECTION</b>	<b>DESCRIPTION</b>				<b>TOTAL RAND VALUE</b>
<b>100</b>	<b>BEEF</b>				R -
<b>200</b>	<b>LAMB</b>				R -
<b>300</b>	<b>PORK</b>				R -
<b>400</b>	<b>CHICKEN</b>				R -
<b>500</b>	<b>OTHER</b>				R -
	<b>TOTAL TENDER VALUE EXCLUDING VAT &amp; CPA</b>				R -

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

# C3.1: PURCHASER'S GOODS INFORMATION

## Contents

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2.3 Other requirements of the *Supplier's* design

2.4 Use of *Supplier's* design

2.5 Manufacture & fabrication

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

## Overview and purpose of the goods and services

Tutuka Power Station intend to enter into a contract with the supplier to supply and delivery of Fresh meat on an “as and when” required basis.

Specification and description of the goods

## Scope of work

The supplier is required to supply and deliver fresh meat to Tutuka Power station once per week as per instruction on order placement.

Monday to Thursday deliveries not later than 15H00 and Friday before 11H00.

**Please note:** It might be required occasionally to deliver more than once a week and a Purchase order will be issued to the supplier with the required items and quantities.

All fresh meat should be delivered using an enclosed delivery truck and the delivery truck should be in a good condition with no leaking oils as it will not be allowed access to the station.

## Specification.

The delivery truck shall have a refrigerator with a thermometer for the meat to be kept in low temperatures while in transit. The Storeman will take and record the temperature of the truck when delivering.

The Vehicles for the transportation shall be clean, free from any odours, easy to clean, preferable waterproof, and must be a covered vehicle.

- No meat will be loaded on an open vehicle and meat delivered must be covered either by a plastic or packed inside a sealed box.
- All stock should be packaged in boxes and the boxes should not be damaged.
- Inspection will be done on delivery and stock not good quality, brand, conditions as well as expiry dates less than four 2 weeks will not be accepted.
- No Substitutes Brands will be accepted.

## Return conditions.

- All products qualify to be returned if the quality of the product is not completely satisfactory.
- All products will be returned should it be defective.
- The supplier must have an accredited certificate that is approved by SANHA and the Muslim Council to supply products classified as Halaal.

## b) Regulations.

Suppliers must comply with: Compliance with National Legislation and Standards

The successful supplier shall comply with all applicable legislation(Acts and their regulations) and South African Standards (SANS), These include but not limited to:

**Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No, 54 of 1972):** To control sale manufacture and importation of foodstuff, cosmetics and disinfectants and to provide for incidental matters.

- **Local Municipality Regulations** (have certificate of acceptability).
- **Occupational Health and Safety Act, 1993** (Act No.85 of 1993).
- SANS 10049:2019ED5.
- **ISO: 9001:2015/SANS 9001:2015** “Requirement for Quality Management Systems”
- **ISO 14001:2015 / SANS 14001:2015** “Requirements for Environmental Management Systems”
- **SANS 10330:2007** “Requirements for HACCP System”
- **ISO 22000:2005** in a 3-year transition to **ISO 22000: 2018** “Food Safety Management Systems Requirements for any organization in the food chain”
- **FSSC 22000:** “Food Safety Management System certification”
- **SANS 10049: 2012** “Code of Practice Food Hygiene Management”
- **SANS 10133:** “The application of pesticides in food handling, food processing and catering establishment.
- **Government Notice No. R368 of 22 June 2018:** Governing general hygiene requirements for food premises, the transport of food and related matters. No persons must handle food or permit food to be handled on food premises in respect of which a valid certificate of acceptability has not been issued or is not in force by the local authority.
- **Government Notice No. R186 of 22 February 2008.** Regulation relating the grading, packing, and marking of wheat products intended for sale in the republic of South Africa
- **Agricultural Product Standards Acts, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
- The South African Food Labelling regulations (Government Notice R146 of 1 March 2010)
- **SANS 10049:2012 (SABS049): Food safety management** – Requirements for prerequisite programmers (PRPs).



## 1.1 Management meetings

Meetings are held monthly between the Project Manager and the Contractor (and any other co-opted members). The Contractor is represented, at each meeting, by the appropriate members of the staff.

The venue for these meetings is as determined by the Project Manager. The Project Manager writes the minutes of meetings.

Any action of the Project Manager or Contractor implied in the minutes of meetings with contractual implications is confirmed by means of a separate communication given in accordance with this Works Information and NEC.

The Contractor reports the overall progress and as a minimum requirement, the following is addressed:

- Contractor's current activity progress and planned finish dates;
- Contractor's programme agenda compared for delays and milestone targets
- Health, safety and quality Management;
- The progress of any other relevant activities;
- To discuss any technical or commercial issues;
- Problem areas or concerns.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick-Off Meeting	TBC	Tutuka Power Station	<b>Contractor's</b> Project Manager, Project Supervisor and other attendees at the discretion of the contractor.  <b>Employer's</b> Project Team.
Risk Management Review	As soon as the risk is identified	Tutuka Power Station	<b>TBC</b>

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.

## **1.2 Document Management**

### **1.2.1 Document identification**

All delivery documentation will be kept by Tutuka Power Station Catering Section and be filed on the central cabinet according to their numerical order numbers.

### **Health and safety risk management**

The Supplier shall comply with the health and safety requirements of the Purchaser.

### **Environmental constraints and management**

The Supplier shall comply with the environmental criteria and constraints required by the Purchaser.

### **Quality**

The Supplier shall comply with the quality assurance requirements from the Purchaser. The supplier will provide a complete Quality Plan in accordance with the requirements Supplier Contract Quality Requirements Specification.

### **Invoicing and payment**

#### **Details on how to submit invoices and additional information:**

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- The words 'TAX INVOICE'
- Name, address and VAT registration number of supplier.
- \*Name, address and VAT registration number of recipient.
- Eskom's name has to be reflected as **Eskom Holdings SOC Ltd.**
- Eskom's VAT number 4740101508.
- Tax Invoice number and date issued.
- A full proper description of the goods and/or services supplied.

\*The quantity or volume of goods or services supplied.

- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)

- With effect from 16 November 2014, send all invoices in PDF straight from your system to an Eskom email address (see email addresses below) and copy the purchaser.
- If there is Cost Price Adjustment (CPA) on your invoice we require that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done or there is incorrect information on the invoice or delivery note the invoice will be parked and the system will automatically send an e-mail to the end user or supplier to do the goods receipt or to correct the invoice or delivery note. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email addresses for invoice submission: **Local Eskom invoices:**  
**invoiceseskomlocal@eskom.co.za**

If your Invoice is not submitted immediately after you have delivered goods or rendered a service as agreed with purchaser, it might happen that you will only get paid within 30 days after receipt of your Invoice without Eskom paying any interest on late payment

**Refer to Station Specific information Item 22.13.**

- All queries and follow up on invoice payments should made by contacting the FSS Contact Centre:

Tel: 011 800 5060

e-mail: fss@eskom.co.za

#### **PLEASE NOTE**

- That if your Invoice Amount is different than our Order value, it will delay payment. It is important that the line numbers, as per the Order reflect on your Delivery Note and Invoice. It is strongly recommended that if there are any discrepancies on the Invoice, it must be sorted out with the end user BEFORE it is submitted for payment.