



NEC3 Supply Contract (SC3)

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

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

for **THE SUPPLY AND DELIVERY OF FRESH
VEGETABLE AND FRESH FRUITS ON AN “AS AND
WHEN” REQUIRED BASIS FOR A OF 3 YEARS TO
KRIEL POWER STATION CANTEEN.**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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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:

THE SUPPLY AND DELIVERY OF FRESH VEGETABLE AND FRESH FRUITS ON AN "AS AND WHEN" REQUIRED BASIS FOR A OF 3 YEARS TO KRIEL POWER STATION CANTEEN.

The tenderer, identified in the Offer signature block, has

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

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

	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*
**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**
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	
		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) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
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.	011 871 3706
	Fax No.	Not applicable
10.1	The <i>Supply Manager</i> is (name):	Veliswa Mlotshwa
	Address	Eskom Holdings SOC Limited Kriel Power Station Generation, Group, Cluster 3 Ogies/Bethal Road, Kriel
	Tel	017 615 2139
	Fax	Not applicable
	e-mail	mlotshvl@eskom.co.za
11.2(13)	The <i>goods</i> are	Supply and delivery of Fresh Vegetables and Fresh Fruits
11.2(13)	The <i>services</i> are	N/A
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Any matter that has cost implication outside the agreed terms. - Any matter that may cause delay in the

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

delivery.

- Any quality related issues.
- Any matter that deviates from the specification.
- Any force majeure issue due such as protests, covid restrictions.
- Market price uncertainties and fluctuations.
- Purchaser delays in placing orders impacting delivery of long lead times.
- Delivery delays due to impact of supply chain Any matter that has cost. disruption locally or internationally.
- Interruption/delays due to pandemic.
- Modification required by the purchaser.

11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Part C3 1 Purchaser's goods information	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	24 hours	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	Contract signature date (date of the last party signing the contract as per the Offer and acceptance C1.1)	
30.1	The <i>delivery date</i> of the goods and services is:	<i>goods and services</i>	<i>delivery date</i>
		1	As per issued task/ purchase order
			As per agreed delivery schedule lead time per task order
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	3 days	
4	Testing and defects		
42	The <i>defects date</i> is	Not applicable to this contract	
43.2	The <i>defect correction period</i> is	Not applicable to this contract	
	except that the <i>defect correction period</i> for	Not applicable to this contract	

	and the <i>defect correction period</i> for	Not applicable to this contract
42.2	The <i>defects access period</i> is	Not applicable to this contract
	except that the <i>defect access period</i> for	Not applicable to this contract
	and the <i>defect access period</i> for	Not applicable to this contract
5	Payment	
50.1	The <i>assessment interval</i> is	On day of delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 30 days from receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	<ol style="list-style-type: none"> 1. Driver negligence 2. Quality and delivery risk

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	<p>(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</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</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:	Not applicable
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the prices
88.5	The <i>end of liability date</i> is	End date of service
9	Termination and dispute resolution	
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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	To be known once the dispute arises
	Tel No.	To be known once the dispute arises
	Fax No.	To be known once the dispute arises
	e-mail	To be known once the dispute arises
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	South Africa

	The person or organisation who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or				
	- if the arbitration procedure does not state who selects an arbitrator, is				
10	Data for Option clauses				
X1	Price adjustment for inflation				
X1.1	The <i>base date</i> for indices is		One month prior to tender closing date		
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for	Index prepared by
			35%	Table C-3A	SEIFSA
			15%	Table L2A	SEIFSA
			35%	Table D(2)CPI Product	SEIFSA
			15%	non-adjustable	
			100%		
X2	Changes in the law				
X2.1	A change in the law of		South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages				
X7.1	Delay damages for Delivery are		Delivery of		amount per day
			For all orders		5% of the total value of the order per day for delay on agreed delivery date
X17	Low performance damages				
X17.1	The amounts for low performance damages are:		Amount	Performance level	
			5% of the total value of the order per day.	for not adhering to stipulated Reply period and Quality/Safety/Environmental requirements.	
Z	The <i>additional conditions of contract</i> are				
	Z1 to Z15 always apply for Eskom				

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Affected Party	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,
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 <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,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing

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

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

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

Z13Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:**Insurance by the Purchaser**

87

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

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

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

SANAS means the South African National Accreditation System.

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

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

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

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

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

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

Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.

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

Annexure A: Supply Requirements

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

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

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

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

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

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

PART 2: PRICING DATA

NEC3 Supply Contract

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C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	2

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

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

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** 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*

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

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

52	Radishes	kg	288		
53	Spring onion	kg	720		
54	Jalapeno	kg	460		
Sub -Total (Fresh Veg)					
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
200	Fresh Herbs				
55	Fresh Basil	kg	180		
56	Fresh chives	kg	180		
57	Fresh Rosemary	kg	180		
58	Fresh Parsley	kg	180		
59	Mixed micro greens	kg	360		
60	Fresh coriander	kg	180		
61	Fresh mint	kg	180		
62	Fresh rocket leaves	kg	180		
63	Fresh Thyme	kg	180		
64	Edible flowers	kg	180		
Sub -Total (Fresh Herbs)					
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
300	Salad				

65	Chakalaka salad	kg	8200		
66	Coleslaw salad with mayonnaise	kg	8200		
67	Potato salad with mayonnaise	kg	8200		
68	Beetroot salad with chutney	kg	8200		
69	3 bean salad	kg	8200		
	Sub -Total (Salads)				
Item no.	Item Description	Unit of measure	Quantity	Rate	Total Rand Value
400	Fresh Fruits (in season) Grade A				
70	Apples Red	kg	25920		
71	Bananas	kg	25920		
72	Lemons	kg	720		
73	Peaches (in season)	kg	17280		
74	Pears (in season)	kg	25920		
75	Strawberries (in season)	kg	720		
76	Oranges (in season)	kg	17280		
77	Naartjies (in season)	kg	8640		
78	Mango (in season)	kg	720		
79	Watermelon	kg	720		
80	Spanspek	Kg	720		

81	Strawberry	kg	720		
82	Paw Paw	kg	720		
83	Pineapple	kg	720		
84	Kiwi fruit	kg	720		
85	White grapes	kg	720		
86	Red Grapes	kg	720		
87	Grapefruit	kg	360		
	Sub -Total (Fresh fruits)				

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

PART 3: SCOPE OF WORK

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C3.2	<i>Supplier's Goods Information</i>	1
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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

A Contract is required to supply and deliver frozen food items to Kriel Power Station Canteen for a period of 3 years to ensure availability of goods. Deliveries of goods will be made in accordance too the guidelines provided in this document; additional requirements will be communicated by the Service Manager. The goods will be inspected upon delivery.

2 Specification and description of the *goods*

The supplier will deliver the following description of goods.

Item no.	Item Description	Unit of measure	Quantity
100	Fresh vegetables		
1	Avocado	kg	720
2	Beetroot whole 10kg	bag	300
3	Butternut cubed	kg	12960
4	Butternut whole 10kg	bag	300
5	Broccoli florets cut	kg	9640
6	Baby marrow whole 10kg	bag	1440
7	Baby marrow cube	Kg	5400
8	Baby corn	Kg	1020
9	Sweet corn whole	kg	1800
10	Baby carrots	Kg	1020
11	Carrot Julienne	Kg	2880
12	Carrot grated	kg	2880
13	Carrot sliced	kg	2880
14	Carrot Whole 10kg	bag	1440
15	Cabbage chopped	kg	2880
16	Cabbage whole 10kg	bag	1440
17	Red cabbage whole	kg	1440
18	Celery	kg	1000

19	Cauliflower florets cut	kg	6760
20	Country mixed vegetable	kg	9640
21	Cucumber Fresh	kg	2360
22	Crushed mince garlic	kg	720
23	Fresh garlic	kg	720
24	Lettuce ice burg	kg	5320
25	Lettuce mix	kg	1000
26	leeks	kg	720
27	Green chillies	kg	460
28	Green beans whole	kg	2880
29	Green beans cut	kg	7200
30	Gem squash 1/4 cut	kg	8640
31	Hubbard squash cut	kg	10580
32	Hubbard squash whole 10kg	bag	200
33	Onions Red	kg	1440
34	Onions white	kg	6760
35	Pepper Green	kg	1800
36	Pepper Red	kg	1600
37	Pepper Yellow	kg	1600
38	Washed Potato 1/4 cuts	kg	9640
39	Whole potato 10kg	bag	5320
40	Whole peeled potato	kg	6400
41	Baby potato	kg	9640
42	Potato wedges	kg	9640
43	Potato chips	kg	12800
44	Roast mixed Vegetables	kg	8640
45	Vegetable Stir fry	kg	8200
46	Spinach devained cut	kg	11080
47	Baby spinach	kg	1440
48	Cocktail Tomatoes	kg	720
49	Mix cocktail tomatoes	kg	360

50	Tomatoes 1 st Grade	kg	5320
51	Mushrooms White	kg	1200
52	Radishes	kg	288
53	Spring onion	kg	720
54	Jalapeno	kg	460
Sub -Total (Fresh Veg)			
Item no.	Item Description	Unit of measure	Quantity
200	Fresh Herbs		
55	Fresh Basil	kg	180
56	Fresh chives	kg	180
57	Fresh Rosemary	kg	180
58	Fresh Parsley	kg	180
59	Mixed micro greens	kg	360
60	Fresh coriander	kg	180
61	Fresh mint	kg	180
62	Fresh rocket leaves	kg	180
63	Fresh Thyme	kg	180
64	Edible flowers	kg	180
Sub -Total (Fresh Herbs)			

Item no.	Item Description	Unit of measure	Quantity
300	Salad		
65	Chakalaka salad	kg	8200
66	Coleslaw salad	kg	8200
67	Potato salad	kg	8200
68	Beetroot salad with chutney	kg	8200
69	3 bean salad	kg	8200
	Sub -Total (Salads)		
Item no.	Item Description	Unit of measure	Quantity
400	Fresh Fruits (in season) Grade A		
70	Apples Red	kg	25920
71	Bananas	kg	25920
72	Lemons	kg	720
73	Peaches (in season)	kg	17280
74	Pears (in season)	kg	25920
75	Strawberries (in season)	kg	720
76	Oranges (in season)	kg	17280
77	Naartjies (in season)	kg	8640
78	Mango (in season)	kg	720

79	Watermelon	kg	720
80	Spanspek	Kg	720
81	Strawberry	kg	720
82	Paw Paw	kg	720
83	Pine apple	kg	720
84	Kiwi fruit	kg	720
85	White grapes	kg	720
86	Red Grapes	kg	720
87	Grape fruit	kg	360
	Sub -Total (Fresh fruits)		

2.1 **Purchaser's design**

Not Applicable to this Contract

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

Not Applicable to this Contract

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

Not Applicable to this Contract

2.4 **Use of Supplier's design**

Not Applicable to this Contract

2.5 **Manufacture & fabrication**

Not Applicable to this Contract

2.6 Factory acceptance testing (FAT)

Not Applicable to this Contract

2.7 Other tests and inspections and commissioning in place of use

Not Applicable to this Contract

2.8 Operating manuals and maintenance schedules

Not Applicable to this Contract

3 Supply Requirements

3.1 General Requirements

- a) Upon commencement of the contract, a tailored schedule will be issued to the *Contractor*.
- b) It is of the utmost importance that the schedule is adhered to.
- c) Nonadherence to the schedule will cause poor planning in the kitchen; this will result in a penalty as stated elsewhere in the contract information.
- d) The schedule will inform on specific delivery days for items as well the frequency of delivery.
- e) Any delays in meeting scheduled times must be communicated timeously to the *Service manager*.
- f) A copy of driver's competence for the vehicle- driver's license to be submitted before commencement of contract

3.2 Penalty for late deliveries

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 that cannot be affected on time, refer to clause X7.

3.3 Compliance requirements

- a) Health Act No 61 of 2003 Regulations.
- b) Local Municipality Regulations (have certificate of acceptability).
- c) Occupational Health and Safety Act, 1993 (Act No.85 of 1993). SANS 10049:2019ED5
- d) Health Act, Food and Cosmetic Act, R918 facilities regulation.

4 Specification of the services to be provided

Not applicable to this contract

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

5.1.1 Supply of Perishable Food by the *Supplier*

Frozen food items are 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.

- a) Frozen food items, which is not meeting minimum standard of human consumption, will be sent back. All frozen food items delivered must comply to the following and more:
- b) Frozen food items must be packaged in boxes.
- c) Delivery date and expiry date on the package.
- d) No frozen food items will be accepted in a soiled box or leaking fluids.
- e) Unrefrigerated vehicle OR temperature not suitable for the specific products being delivered.
- f) Not correctly packed and wrapped inside the box or container as per scope.
- g) Defrosted frozen food items will not be accepted.

5.1.2 Use of standard forms

The standard forms to be used by the *Supplier* in the administration of the contract are the following.

- a) Early warning
- b) Compensation event notification etc

5.2 Work to be done by the Delivery Date

The supplier is required to deliver frozen food items and the delivery will be once per week as per instruction on order placement.

- a) Monday to Thursday deliveries not later than 15H00 and Friday before 11H00.
- b) It might be required occasionally to deliver more than once a week.
- c) A purchase order will be issued to the *Supplier* with the required items and quantities.

5.3 Marking the goods

All items must be marked with the visible expiry date making sure that Packaging and Labelling Requirements are adhered to the following:

- a) Product name
- b) Packaging date
- c) Expiry date
- d) Weight/Quantity

5.4 Constraints at the delivery place and place of use

- a) Vehicles used for the transportation shall be clean, free from any odours, easy to clean, weatherproof, and must be a vehicle with refrigeration.
- b) The refrigeration unit shall be With Temperature between -5 Degree to 0 degree to maintain the frozen food items at the required temperature.
- c) No frozen food items will be loaded on an open and unrefrigerated vehicle.

5.5 Cooperating with Others

- a) The *Supplier* cooperates with the *Service manager* during delivery.
- b) The *Supplier* cooperates with the *Purchaser's* team in ensuring that the goods are delivered in accordance to all requirements

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

Not applicable to this contract

5.7 Management meetings

The following requirements for conducting and monitoring the services will apply to the Works. The Contractor shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose of delivering Frozen items . The Contractor shall attend the Site meetings when deemed required by the Employer.

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

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Contractual meetings	Once a month	Eskom Premises	Eskom representative and Management
Risk register	Weekly on Mondays at 10:00.	Eskom Premises	Employer, Contractor and Supervisor
Safety Meeting	Monthly	Eskom Premises	Employer, Contractor and Supervisor

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

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

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

5.8 Documentation control

The *Supplier* to keep record of amount paid as well as any correspondence and documentation during the Supply agreement to be filed in the contract file.

5.9 Health and safety risk management

- The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any *goods* for this contract.
- The *Supplier* shall comply with site health and safety requirements for Kriel Power Station when delivering *goods*.
- Site delivery safety requirements to be adhered to - And can be obtained through the *Purchaser's Manager* In line with the SHE specification
- The *Supplier* submits safety file for approval before access is granted
- The *Supplier* maintains the safety file validity in line with site requirements

- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.
- g) *Supplier* to update their safety file yearly and each time they make changes on their staff or personnel
- h) The *Supplier* ensures that when changing a team member, the new team gets induction and all process of safety file approval is adhered to- before gaining access to site

The *Supplier* shall comply with the health and safety requirements contained in the Safety Annexure A of the Invitation to Tender.

5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints when doing deliveries at Kriel Power Station premises regarding:

- a) The vehicle used for delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The material used for supporting the *goods* being delivered are correctly disposed and are without harm to environment. The *Supplier* must comply with site Environmental management plan (EMP) and other requirement.
- c) The *Supplier* complies with Environmental aspect and impact register.
- d) The *Supplier* complies with all site's environmental management procedures, especially the waste management and oil spillages

The *Supplier* shall comply with the environmental criteria and constraints contained in Annexure B of the Invitation to Tender

5.11 Quality

To demonstrate the ability to consistently provide products and services that will meet Eskom requirements on quality and any applicable statutory and regulatory requirements, the supplier shall meet the *category 4 requirements* as specified in the *List of Tender Returnable - 240-12248652*.

Per the Eskom Supplier Quality Management Requirements, the supplier shall:

- a) Submit a quality method statement based on ISO 9001 and specific to the scope of work,
 - o The quality method statement should address all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis,
 - o The Eskom template for method statement provided shall be used as guideline, where the supplier does not have a method statement template.
- b) Submit a signed/ approved quality policy which is aligned to the supplier's strategic direction,
- c) Submit a copy of quality objectives as approved by top management,
- d) Submit documented information for Control of Externally Provided Processes, Products and Services,
- e) Submit a copy of the documented information for roles, responsibilities, and authorities, specific to the project/ scope of work/ technical requirements. Examples of relevant documented information can be organizational charts, job descriptions, work instructions, duty statements, manuals, procedures,
- f) And lastly, complete and sign the Form A, *Tender & Contract Quality Requirements for 240-105658000 and Quality Requirements* as acknowledgement and acceptance of the Eskom Supplier Quality requirements as per SQM 58 and ISO 9001 Standard or any additional quality requirements specific to the scope of work.

Note monitoring will be carried out periodically or on predetermined intervals by Eskom within the duration of the contract using the agreed upon key performance indicators. For quality this will include,

- i) *Planned audits, assessments, and inspections,*
- ii) *Monitoring of the management system compliance monthly,*
- iii) *And nonconformity monitoring and corrective action response and closure.*

The *supplier* is required to read and fully understand the contents of the Supplier Quality Management Specification (QM-58) and a copy is to be kept in possession or on premises.

The *supplier* shall comply with all requirements as set out in QM-58 (Supplier Quality Management Specification)

The *supplier shall* further ensure that subcontractor's programmes comply with the requirements of the Service Information.

The *supplier shall* notify the *Service Manager* of any changes to the Quality Management System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Quality Management Specification (QM-58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *supplier* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Quality Management Specification (QM-58).

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

Employer may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) Employer

OHS Act, GMR 2(1)	Supervision of Machinery
OHS Act, GMR 2(7)	Assist the designated person
OHS Act, CR 6(1)	Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
OHS Act, CR 6(2)	Assistant Construction Supervisor
OHS Act, Section 17	Health and Safety Rep
OHS Act, GAR 9	Incident investigation
OHS Act, CR 12	Demolition work
OHS Act, CR 19	Explosive Powered Tools
OHS Act, CR 22	Electrical installations and machinery
OHS Act, GSR 3	First Aiders

5.12 Invoicing and payment

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

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

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

5.13 Insurance provided by the *Purchaser*

Not applicable to this contract

5.14 Contract change management

The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the *Supply's manager*

5.15 Provision of bonds and guarantees

Not applicable to this contract

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

- Early warning to be given by any of the parties as soon either becomes aware of matters that could increase the total of total prices, delay completion etc.
- All the compensation events will be implemented through the raising of an early warning. See NEC Core clause 16.1 and 63.1 and 63.2

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

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

6.1.2 Limitations on subcontracting

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

6.1.3 Spares and consumables

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

6.1.4 Other requirements related to procurement

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

6.1.5 Cataloguing requirements by the *Supplier*

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

7 List of drawings

7.1 Drawings issued by the *Purchaser*

Not Applicable to this contract

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.
