



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 Dry Grocery items on an
"as and when" required basis for a period of 5 years
to Majuba Power Station Canteen**

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Enquiry No.

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 Dry Grocery items on an "as and when" required basis for a period of 5 years to Majuba Power Station Canteen

The tenderer, identified in the Offer signature block, has

	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.
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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

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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:

Signature

Name

Capacity

On behalf of
(Insert name and address of organisation)

For the Purchaser

**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*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

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
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(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):	Thandile Ntsebeza
	Address	Majuba Power Station, Volksrust 2470
	Tel No.	017 612 6773
	Fax No.	-
	e-mail	TshabaNn@eskom.co.za
11.2(13)	The <i>goods</i> are	The supply and delivery of dry grocery items on an "as and when" required basis for a period of 5 years to Majuba Power Station Canteen
11.2(15)	The Goods Information is in	Part 3: Scope of Work to which it makes reference.
11.2(15)	The Supply Requirements as part of the	Annexure A to this Contract Data

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

Goods Information is in

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	1 week
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.	[•]
30.1	The <i>delivery date</i> of the goods and services is:	goods delivery date
		1 [•] [•]
		2 [•] [•]
		3 [•] [•]
30.2	The <i>Supplier</i> does not bring the goods 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	2 weeks of the Contract Date.

4 Testing and defects

42	The <i>defects date</i> is	1 weeks after Delivery.
43.2	The <i>defect correction period</i> is	1 weeks
	and the <i>defect correction period</i> for	2 days

5 Payment

50.1	The <i>assessment interval</i> is	After 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	1 week.
51.4	The <i>interest rate</i> is	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
		(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 *mutatis mutandis* 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.

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. [•]2. [•]3. [•]
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:	The Total value of the Goods
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Total value of the Goods
88.5	The <i>end of liability date</i> is	3 Months after Delivery of each PO.

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	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1 Price adjustment for inflation							
X1.1 The base date for indices is		proportion	linked to index for	Index prepared by			
The proportions used to calculate the Price Adjustment Factor are:				15% Fixed Portion			
				10% Labour			
				55% Groceries			
				20% Transport			
				Seifsa Table C3 (All Hourly paid employees)			
				PPI: Table 1 (Other Food)			
				Seifsa: Table L2 (A)			

		100%
X2	Changes in the law	The Republic of South Africa, is a compensation event if it occurs after the Contract Date
Z	The additional conditions of contract are	Z1 to Z15 always apply for Eskom

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

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 *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party	means, as the context requires, the <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.

Z13 Insurance

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 <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

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

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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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 <i>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.</i>
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 <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESEM.
Z15.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> 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 <i>Purchaser</i> 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 <i>Supplier's</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> at the <i>Purchaser's</i> 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 2010³ as follows:

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

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

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

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

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

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

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

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

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

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 goods including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the goods 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 services 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

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	<i>The price schedule</i>	3

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

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

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

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.

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule*

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods and services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the price schedule

Material description	Quantity	Unit Price R	Total R
COMPLETE MOP;DIA 200 X THK 30 MM;COTTON	240		
BREAD:WHITE;SLICED;BAG PLASTIC;700 G	1080		
BREAD:BROWN	1080		
BREAD ROLL:COCKTAIL (6);PLAIN;BAG	6000		
BREAD ROLL:HAMBURGER BAKED;PLAIN;ROUND 6'S	6000		
CRUMB:BREAD;CRUMBS;BAG PLASTIC;1 KG	300		
BREAD ROLL:BAKED, HOTDOG, WHITE;PLAIN 6's	6000		
BREAD:RYE	60		
BREAD:WHOLEWHEAT LOAF	60		
BREAD:FRENCH LOAF MEDIUM ROLL	60		
MACARONI, DRY:500G FATTIS	3000		
BAKING POWDER:ROYAL;PACKET;1 KG	120		
BEVERAGE:APPLE;TIN 300 ML;APPLETISER	1440		
BEVERAGE:SPRING WATER STILL;BOTTLE 500 ML	4320		
BEVERAGE:WHITE GRAPETISER;TIN 300 ML	1440		
SPARKLING WATER:ASSORTED MINERALS;500 ML	360		
BISCUIT:SNACKTIME;BOX;2 KG	120		
BISCUIT:DE VRIES;BUTTERMILK;BOX;1 KG	600		
BISCUIT:BAKERS;CHOICE ASSORTED;BOX;1 KG	600		
COFFEE INST:RICOFFY;NESTLE;GRANULES;TIN 750G	60		
SUGAR WHITE REFND:BAG PAPER;2.5 KG	960		
SUGAR BRWN:SACHET 1KG	240		
PASTE:SUGAR ICING;PKT;500 G	60		
SUGAR:CASTOR 1KG	60		
CREAMER NON DAIRY:CREMORA;POWDER;1 KG	240		
ROSEMARY:PKT;500 G	240		
HERB, MIXED:1 KG	240		
SPICE:PAPRIKA;GROUND ROERTSONS 1KG	1440		
SPICE:ROBERTSONS VEGGIES SEASONING;1 KG	480		
SPICE:CINNAMON SPICE 1KG	240		
SPICE:TUMERIC 1KG	240		
PEPPER:GROUND WHITE;PLASTIC;1 KG	120		
SPICE:PERI-PERI ROBERTSONS	120		
CONDIMENT PACKET:SALT 1KG	1200		
SAUCE:WORCESTER;BOTTLE PLASTIC;5 L	480		
JELLY:ASSORTED;3 KG	720		
CUSTARD:POWDER;1KG	900		
SAUCE:DESERT;CHOCOLATE	120		

DESSERT:INSTANT PUDDING;STRAWBERRY	420		
DESSERT:INSTANT PUDDING;VANILLA	420		
DESSERT:INSTANT;BUTTERSCOTCH	420		
FOIL:LIGHT;AL OR METAL;WD 440 MM;LG 70 M	60		
TRAY:FOMO 69	60		
KNIFE:PLASTIC 250'S	3600		
FORK TBL:PLASTIC 250'S	3600		
TOOTHPICK:WRAPPED;WOOD;BOX;1000	480		
CUP:FOMO 1000'S X 250ML	240		
SPOON:PLASTIC DESSERT SPOON;160 MM 250's	2400		
SPOON:TEA SPOON PLASTIC 500'S	60		
APRON, FOOD HANDLER:ONE SIZE FITS ALL DISPOSABLE 100'S	480		
CHOCOLATE:SNACKER;BOX;(24) 45 G;CADBURY	120		
BEVERAGE:GRAPE;CAN 330 ML;FANTA	4320		
BEVERAGE:IRON BREW;CAN 330 ML;COCA COLA	4320		
JUICE FRT:BERRY BLAZE;250 ML;CAN;LIQUID	4320		
BEVERAGE:SPRITE;CAN 330 ML;COCA COLA	4320		
BEVERAGE:GRANADILLA SPARKLING;CAN 330 ML	4320		
BEVERAGE:FANTA ORANGE;CAN 330 ML	4320		
BEVERAGE:CREAM SODA;CAN 330 ML;SPARLETTA	4320		
BEVERAGE:TAB;CAN 330 ML;COCA COLA	4320		
BEVERAGE:LEMON TWIST;CAN 330 ML	4320		
BEVERAGE:POWERADE LIME;BOTTLE 500 ML	2880		
BEVERAGE:POWERADE MOUNTAIN BLAST 500ML	2880		
FLOUR:CAKE;PCKG TYP BAG;SNOWFLAKE 12.5 KG	720		
CHOCOLATE:QUALITY STREET;PKT;900 G	60		
MILK:BEVERAGE;UHT PROCESSED;LONG LIFE LTR	5760		
MUFFIN 6'S	480		
OIL:SPRAY AND COOK COLMANS;TIN	240		
ESSENCE:VANILLA;BOX;3 KG	60		
LID:BUDGET TUB;PLASTIC CURRY BOWL WITH LID 500's	720		
DOILY:240 MM 100'S	60		
DOILY:150 MM;PLATE 100'S	60		
BISCUIT:TENNIS;BOX;200 G	240		
DETERGENT:SUNLIGHT;DISH WASHING;5 L	480		
JUICE:LIME ROSE;BOTTLE;750 ML	120		
SPICE:STEAK AND CHOPS ROBERTSONS;1 KG	1080		
CHARCOAL:BRAAI;5 KG	2400		
SPICE:ROBERTSONS LEMON/HERB;800 G	720		
BEAN BTR:TIN;3.06 KG;KOO	360		
CHIP:ASSORTED;SIMBA;BOX 48'S;36 G	900		
SAUCE:HAMBURGER QUINNS;SPICED;5 L	240		
SPICE:ROBERTSONS FISH;PLASTIC CONTAINER	360		
GUAVA:TIN;3.06 KG;ROUND;GRADE 1	1200		
CHOCOLATE:TEMPO;BOX;52 G;POWER NUT;BAR	120		

SPICE:ROBERTSONS MEAT TENDERIZER;1 KG	360		
CHOCOLATE:TEX;BOX (40);40 G;BAR	120		
BEAN, BAKED:TIN;3.06 KG KOO	3840		
RUSK:BUTTER MILK;BOX;1 KG;OUMA	60		
PINEAPPLE:TIN;3.06 KG;RINGS RHODES	1200		
SPICE:GARLIC SALT ROBERTSONS;1 KG	240		
MUSHROOM:STEMS MISTRO;TIN;2.85 KG;PIECES	720		
SAUCE:QUINNS BARBEQUE;SPICED;5 L	720		
SAUCE:MUSTARD;CONTAINER PLASTIC;3 KG	60		
SPICE:CURRY POWDER MEDIUM RAJAH;800 G	480		
PEACH:HALVES GOLCREST;TIN;3.06 KG;ROUND	1200		
FOIL:HEAVY DUTY;AL OR METAL;WD 440 MM	120		
FIRE LIGHTER:BLITZ;BOX;500 G	600		
CANDY:ENDEARMINTS;ORIGINAL;ROUND;1 KG	60		
STOCK:BEEF STOCK KNOR;PLASTIC TUB;1 KG	1080		
SPICE:CURRY POWDER HOT RAJAH;PLASTIC TUB	480		
NUT EDBL:PEANUTS AND RAISINS;OVAL;50 G	300		
SPICE:CUMIN KNORR;PLASTIC TUB;1 KG	240		
CORN FLOUR:FINE POWDER MAIZENA;BOX;5 KG	480		
SPICE:THYME; 1 KG	360		
MAIZE MEAL:WHITE STAR;BAG;12.5 KG;WHITE	1800		
PUDDING:TIRAMISU;POWDER;1 KG	600		
JUICE FRT:ORANGE;5 L;CONTAINER PLASTIC 40%	7200		
MAIZE MEAL:ACE;BAG;12.5 KG;WHITE	900		
TEA:ROOIBOS FRESHPAK 80 TEABAGS;BOX; X 2.5 G	60		
RICE INST:TASTIC;BAG PLASTIC;10 KG	2100		
SPICE:DRY PARSLEY ROBERTSONS;PLASTIC TUB	360		
CHOCOLATE:JUNGLE ENEGY;BOX;40 G;BAR	360		
CHOCOLATE:JUNGLE ENERGY;BOX;40 G;BANANA	360		
CHOCOLATE:JUNGLE ENERGY;BOX;40 G;YOGHURT	360		
GLOVE:POWDER FREE LATEX;M;LG 200 MM 100'S	120		
WRAP:RESINITE FOOD CLING;LG 1400 MM	960		
BEAN:SUGAR RED SPECKLED LION;BAG;2 KG	600		
DESSERT:TREAT 1041 NESTLE;CARAMEL;TIN	720		
CEREAL:KELLOGGS;ALL BRAN FLAKES;BOX;1 KG	120		
CHOCOLATE:BAR ONE;PACKET;55 G;BAR	120		
CHOCOLATE:CADBURY LUNCH BAR LRG;BOX;21 G	120		
CHOCOLATE:AERO;BOX;38 G;MINT	120		
CHOCOLATE:CADBURY PS;BOX;48 G	120		
CHUTNEY:BOTTLE MR BALLS;3 KG;GRADE 1	1200		
CLOTH:CLEANING;MUTTON;ROLL;400 G	360		
DETERGENT:ACTIVE OMO;WASHING;BAG PLASTIC	1440		
DRESSING SALAD:KNORR; GREEK;340 ML	240		
DRESSING SALAD:MAGGI GREEK OIL FREE;2 L	360		
DRESSING SALAD:MAGGI ITALIAN OIL FREE	360		
FLOUR:SELF RAISING SNOWFLAKE;2,5KG PACKET	240		

CAP FOOD HNDLR MOP CAP 100'S	480		
JAM:ASSORTED PORTIONS RHODES;15 G	60		
LENTIL:ASIAN IMBO;BLACK;WHOLE;500 G	600		
MATCH:LION LIGHTER STICKS;SMALL BOX 10'S	180		
SAUCE:C&B;ORIGINAL;BOTTLE ;3 KG MAYONNAISE	2400		
CORN:IWISA MEALIE SAMPL;PACKET PLASTIC	540		
OIL VEG:SUNFLOWER;PREMIUM CRISPA GOLD 20LTR	1080		
MACARONI DRY:PASTA FUSILLI FATTIS/MONIS	360		
MACARONI DRY:PASTA SPAGHETTI FATTIS & MONIS	1800		
MACARONI DRY:PACKET;1 KG SHELLS	600		
SALT:FINE FOOD;SACHET;22 G 1000'S	720		
SAUCE:FINE FOOD;CHILLI;BOTTLE;2 L	1200		
SAUCE:QUINNS;HAMBURGER;CONTAINER PLASTIC 5LT	300		
SAUCE:KNORR;SWEET AND SOUR;BOTTLE;2 L	480		
SAUCE:THAI;SWEET CHILLI MILD;BOTTLE;2 L	480		
SAUCE:KNORR;TARTARE;BOTTLE PLASTIC;2 L	720		
SAUCE:LIQUIPAK;TOMATO;SACHETS, 400S;8 G	480		
PAD CLNG:KIMLYN SCOURER POT SINGLE TIE	1200		
PAD CLNG:SCOURER POT SINGLE TIE	1200		
SERVETTE:NAMPACK;PAPER;WHITE 3000'S	300		
SOAP LDRY:SUNLIGHT PURE BAR;PACKET;500 G	1440		
SPICE:SEASONING AROMAT KNORR;PLASTIC TUB 5KG	600		
SPICE:BARBEQUE SPECIALITY SEASONING;TUB SIX GUN	1080		
SPICE:ROBERTSONS BAY LEAVES;BOX;100 G	720		
SPICE:ROBERTSONS CHICKEN PORTUGUESE 1KG	1080		
SPICE:ROBERTSONS CHIP;PACKET;1 KG;DRIED	720		
SPICE:ROBERTSONS PARSLEY;TUB;300 G	360		
SPICE:ROBERTSONS SAVOURY RICE TUB;1KG	360		
STOCK:KNORR CHICKEN;CONTAINER;1 KG	720		
STOCK:KNORR VEGETABLE;CONTAINER;1 KG	120		
SAUCE:ALL GOLD;TOMATO AND ONION ALL MIX	1800		
VINEGAR:SPIRIT;SACHET;(250) 7 G	300		
YEAST BAKG:INSTANT DRY;GRANULES;SACHETS 20's	60		
EGG:CHICKEN;L;15 DOZEN;BOX;OVAL	240		
CLOTH:DISH 10'S	240		
BAG:REFUSE HEAVY DUTY;BLACK;PLASTIC 100'S	180		
CHOCOLATE:KIT KAT;SLAB;45 G;CRISP WAFER	120		
CHOCOLATE:CRUNCHIE;PACKET;40 G;SLAB	120		
BISCUIT:BAKERS;CHOICE ASSORTED;BOX;2 KG	240		
RAISIN:SEEDLESS;PACKET;1 KG	600		
CAKE:INSTANT CHEESE MIX;ROUND;1 KG	720		
TOMAT PST:TOMATO ARO;PLAIN;TIN;3.2 KG	60		
MEAT PROCSD:CORNED BEEF 190g	720		
STICK:KEBAB;250 MM;WOOD	60		
FOMO 53	4200		

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

Total of the Prices

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C3: Scope of Work

C3.1 Goods Information

The supply and delivery of hot beverages items on an "as and when" required basis for a period of 5 years to Majuba Power Station Canteen

1. Description of the goods

Material	Material description	QTY
0159731	COMPLETE MOP;DIA 200 X THK 30 MM;COTTON	240
0183483	BREAD:WHITE;SLICED;BAG PLASTIC;700 G	1080
0183484	BREAD:BROWN	1080
0183485	BREAD ROLL:COCKTAIL (6);PLAIN;BAG	6000
0183486	BREAD ROLL:HAMBURGER BAKED;PLAIN;ROUND 6'S	6000
0183487	CRUMB:BREAD;CRUMBS;BAG PLASTIC;1 KG	300
0183488	BREAD ROLL:BAKED, HOTDOG, WHITE;PLAIN 6's	6000
0183490	BREAD:RYE	60
0183492	BREAD:WHOLEWHEAT LOAF	60
0183494	BREAD:FRENCH LOAF MEDIUM ROLL	60
0644373	MACARONI, DRY:500G FATTIS	3000
0183649	BAKING POWDER:ROYAL;PACKET;1 KG	120
0183650	BEVERAGE:APPLE;TIN 300 ML;APPLETISER	1440
0183651	BEVERAGE:SPRING WATER STILL;BOTTLE 500 ML	4320
0183654	BEVERAGE:WHITE GRAPETISER;TIN 300 ML	1440
0183656	SPARKLING WATER:ASSORTED MINERALS;500 ML	360
0183657	BISCUIT:SNACKTIME;BOX;2 KG	120
0183659	BISCUIT:DE VRIES;BUTTERMILK;BOX;1 KG	600
0183661	BISCUIT:BAKERS;CHOICE ASSORTED;BOX;1 KG	600
0183666	COFFEE INST:RICOFFY;NESTLE;GRANULES;TIN 750G	60
0183669	SUGAR WHITE REFND:BAG PAPER;2.5 KG	960
0183670	SUGAR BRWN:SACHET 1KG	240
0183671	PASTE:SUGAR ICING;PKT;500 G	60
0183673	SUGAR:CASTOR 1KG	60
0183677	CREAMER NON DAIRY:CREMORA;POWDER;1 KG	240
0183725	ROSEMARY:PKT;500 G	240
0183727	HERB, MIXED:1 KG	240
0183730	SPICE:PAPRIKA;GROUND ROERTSONS 1KG	1440
0183731	SPICE:ROBERTSONS VEGGIES SEASONING;1 KG	480
0183732	SPICE:CINNAMON SPICE 1KG	240
0183733	SPICE:TUMERIC 1KG	240
0183734	PEPPER:GROUND WHITE;PLASTIC;1 KG	120
0183738	SPICE:PERI-PERI ROBERTSONS	120
0183739	CONDIMENT PACKET:SALT 1KG	1200

0183755	SAUCE:WORCESTER;BOTTLE PLASTIC;5 L	480
0183760	JELLY:ASSORTED;3 KG	720
0183763	CUSTARD:POWDER;1KG	900
0183765	SAUCE:DESERT;CHOCOLATE	120
0183769	DESSERT:INSTANT PUDDING;STRAWBERRY	420
0183771	DESSERT:INSTANT PUDDING;VANILLA	420
0183772	DESSERT:INSTANT;BUTTERSCOTCH	420
0183779	FOIL:LIGHT;AL OR METAL;WD 440 MM;LG 70 M	60
0183781	TRAY:FOMO 69	60
0183785	KNIFE:PLASTIC 250'S	3600
0183788	FORK TBL:PLASTIC 250'S	3600
0183792	TOOTHPICK:WRAPPED;WOOD;BOX;1000	480
0183798	CUP:FOMO 1000'S X 250ML	240
0183802	SPOON:PLASTIC DESSERT SPOON;160 MM 250's	2400
0183803	SPOON:TEA SPOON PLASTIC 500'S	60
0187058	APRON, FOOD HANDLER:ONE SIZE FITS ALL DISPOSABLE 100'S	480
0184465	CHOCOLATE:SNACKER;BOX;(24) 45 G;CADBURY	120
0184574	BEVERAGE:GRAPE;CAN 330 ML;FANTA	4320
0184575	BEVERAGE:IRON BREW;CAN 330 ML;COCA COLA	4320
0184576	JUICE FRT:BERRY BLAZE;250 ML;CAN;LIQUID	4320
0184577	BEVERAGE:SPRITE;CAN 330 ML;COCA COLA	4320
0184579	BEVERAGE:GRANADILLA SPARKLING;CAN 330 ML	4320
0184580	BEVERAGE:FANTA ORANGE;CAN 330 ML	4320
0184581	BEVERAGE:CREAM SODA;CAN 330 ML;SPARLETTA	4320
0184585	BEVERAGE:TAB;CAN 330 ML;COCA COLA	4320
0184589	BEVERAGE:LEMON TWIST;CAN 330 ML	4320
0184591	BEVERAGE:POWERADE LIME;BOTTLE 500 ML	2880
0184592	BEVERAGE:POWERADE MOUNTAIN BLAST 500ML	2880
0576554	FLOUR:CAKE;PCKG TYP BAG;SNOWFLAKE 12.5 KG	720
0184712	CHOCOLATE:QUALITY STREET;PKT;900 G	60
0184852	MILK:BEVERAGE;UHT PROCESSED;LONG LIFE LTR	5760
0186982	MUFFIN 6'S	480
0187031	OIL:SPRAY AND COOK COLMANS;TIN	240
0187051	ESSENCE:VANILLA;BOX;3 KG	60
0187055	LID:BUDGET TUB;PLASTIC CURRY BOWL WITH LID 500's	720
0187056	DOILY:240 MM 100'S	60
0187057	DOILY:150 MM;PLATE 100'S	60
0187111	BISCUIT:TENNIS;BOX;200 G	240
0548309	DETERGENT:SUNLIGHT;DISH WASHING;5 L	480
0567337	JUICE:LIME ROSE;BOTTLE;750 ML	120
0567845	SPICE:STEAK AND CHOPS ROBERTSONS;1 KG	1080
0568334	CHARCOAL:BRAAI;5 KG	2400
0576386	SPICE:ROBERTSONS LEMON/HERB;800 G	720
0576444	BEAN BTR:TIN;3.06 KG;KOO	360
0576447	CHIP:ASSORTED;SIMBA;BOX 48'S;36 G	900
0576544	SAUCE:HAMBURGER QUINNS;SPICED;5 L	240

0576558	SPICE:ROBERTSONS FISH;PLASTIC CONTAINER	360
0576563	GUAVA:TIN;3.06 KG;ROUND;GRADE 1	1200
0576577	CHOCOLATE:TEMPO;BOX;52 G;POWER NUT;BAR	120
0576591	SPICE:ROBERTSONS MEAT TENDERIZER;1 KG	360
0576607	CHOCOLATE:TEX;BOX (40);40 G;BAR	120
0576611	BEAN, BAKED:TIN;3.06 KG KOO	3840
0576627	RUSK:BUTTER MILK;BOX;1 KG;OUMA	60
0576634	PINEAPPLE:TIN;3.06 KG;RINGS RHODES	1200
0576650	SPICE:GARLIC SALT ROBERTSONS;1 KG	240
0581465	MUSHROOM:STEMS MISTRO;TIN;2.85 KG;PIECES	720
0582180	SAUCE:QUINNS BARBEQUE;SPICED;5 L	720
0582221	SAUCE:MUSTARD;CONTAINER PLASTIC;3 KG	60
0582224	SPICE:CURRY POWDER MEDIUM RAJAH;800 G	480
0582241	PEACH:HALVES GOLCREST;TIN;3.06 KG;ROUND	1200
0582242	FOIL:HEAVY DUTY;AL OR METAL;WD 440 MM	120
0582243	FIRE LIGHTER:BLITZ;BOX;500 G	600
0582244	CANDY:ENDEARMINTS;ORIGINAL;ROUND;1 KG	60
0582254	STOCK:BEEF STOCK KNOR;PLASTIC TUB;1 KG	1080
0582276	SPICE:CURRY POWDER HOT RAJAH;PLASTIC TUB	480
0582310	NUT EDBL:PEANUTS AND RAISINS;OVAL;50 G	300
0583535	SPICE:CUMIN KNORR;PLASTIC TUB;1 KG	240
0583545	CORN FLOUR:FINE POWDER MAIZENA;BOX;5 KG	480
0583547	SPICE:THYME; 1 KG	360
0583597	MAIZE MEAL:WHITE STAR;BAG;12.5 KG;WHITE	1800
0583601	PUDDING:TIRAMISU;POWDER;1 KG	600
0583618	JUICE FRT:ORANGE;5 L;CONTAINER PLASTIC 40%	7200
0583626	MAIZE MEAL:ACE;BAG;12.5 KG;WHITE	900
0583627	TEA:ROOIBOS FRESHPAK 80 TEABAGS;BOX; X 2.5 G	60
0583945	RICE INST:TASTIC;BAG PLASTIC;10 KG	2100
0583974	SPICE:DRY PARSLEY ROBERTSONS;PLASTIC TUB	360
0584244	CHOCOLATE:JUNGLE ENEGY;BOX;40 G;BAR	360
0584249	CHOCOLATE:JUNGLE ENERGY;BOX;40 G;BANANA	360
0584253	CHOCOLATE:JUNGLE ENERGY;BOX;40 G;YOGHURT	360
0644401	GLOVE:POWDER FREE LATEX;M;LG 200 MM 100'S	120
0644411	WRAP:RESINITE FOOD CLING;LG 1400 MM	960
0649461	BEAN:SUGAR RED SPECKLED LION;BAG;2 KG	600
0649476	DESSERT:TREAT 1041 NESTLE;CARAMEL;TIN	720
0649477	CEREAL:KELLOGGS;ALL BRAN FLAKES;BOX;1 KG	120
0649517	CHOCOLATE:BAR ONE;PACKET;55 G;BAR	120
0649518	CHOCOLATE:CADBURY LUNCH BAR LRG;BOX;21 G	120
0649520	CHOCOLATE:AERO;BOX;38 G;MINT	120
0649521	CHOCOLATE:CADBURY PS;BOX;48 G	120
0649529	CHUTNEY:BOTTLE MR BALLS;3 KG;GRADE 1	1200
0649545	CLOTH:CLEANING;MUTTON;ROLL;400 G	360
0649636	DETERGENT:ACTIVE OMO;WASHING;BAG PLASTIC	1440
0649644	DRESSING SALAD:KNORR; GREEK;340 ML	240

0649645	DRESSING SALAD:MAGGI GREEK OIL FREE;2 L	360
0649647	DRESSING SALAD:MAGGI ITALIAN OIL FREE	360
0649658	FLOUR:SELF RAISING SNOWFLAKE;2,5KG PACKET	240
0649665	CAP FOOD HNDLR MOP CAP 100'S	480
0649670	JAM:ASSORTED PORTIONS RHODES;15 G	60
0649677	LENTIL:ASIAN IMBO;BLACK;WHOLE;500 G	600
0649679	MATCH:LION LIGHTER STICKS;SMALL BOX 10'S	180
0649680	SAUCE:C&B;ORIGINAL;BOTTLE ;3 KG MAYONNAISE	2400
0649698	CORN:IWISA MEALIE SAMPL;PACKET PLASTIC	540
0649723	OIL VEG:SUNFLOWER;PREMIUM CRISPA GOLD 20LTR	1080
0649730	MACARONI DRY:PASTA FUSILLI FATTIS/MONIS	360
0649737	MACARONI DRY:PASTA SPAGHETTI FATTIS & MONIS	1800
0649739	MACARONI DRY:PACKET;1 KG SHELLS	600
0649763	SALT:FINE FOOD;SACHET;22 G 1000'S	720
0649765	SAUCE:FINE FOOD;CHILLI;BOTTLE;2 L	1200
0649769	SAUCE:QUINNS;HAMBURGER;CONTAINER PLASTIC 5LT	300
0649781	SAUCE:KNORR;SWEET AND SOUR;BOTTLE;2 L	480
0649784	SAUCE:THAI;SWEET CHILLI MILD;BOTTLE;2 L	480
0649787	SAUCE:KNORR;TARTARE;BOTTLE PLASTIC;2 L	720
0649790	SAUCE:LIQUIPAK;TOMATO;SACHETS, 400S;8 G	480
0649796	PAD CLNG:KIMLYN SCOURER POT SINGLE TIE	1200
0649797	PAD CLNG:SCOURER POT SINGLE TIE	1200
0649799	SERVETTE:NAMPAK;PAPER;WHITE 3000'S	300
0649802	SOAP LDY:SUNLIGHT PURE BAR;PACKET;500 G	1440
0649804	SPICE:SEASONING AROMAT KNORR;PLASTIC TUB 5KG	600
0649806	SPICE:BARBEQUE SPECIALITY SEASONING;TUB SIX GUN	1080
0649807	SPICE:ROBERTSONS BAY LEAVES;BOX;100 G	720
0649810	SPICE:ROBERTSONS CHICKEN PORTUGUESE 1KG	1080
0649812	SPICE:ROBERTSONS CHIP;PACKET;1 KG;DRIED	720
0649824	SPICE:ROBERTSONS PARSLEY;TUB;300 G	360
0649831	SPICE:ROBERTSONS SAVOURY RICE TUB;1KG	360
0649860	STOCK:KNORR CHICKEN;CONTAINER;1 KG	720
0649861	STOCK:KNORR VEGETABLE;CONTAINER;1 KG	120
0649923	SAUCE:ALL GOLD;TOMATO AND ONION ALL MIX	1800
0649935	VINEGAR:SPIRIT;SACHET;(250) 7 G	300
0649939	YEAST BAKG:INSTANT DRY;GRANULES;SACHETS 20's	60
0649969	EGG:CHICKEN;L;15 DOZEN;BOX;OVAL	240
0649985	CLOTH:DISH 10'S	240
0650024	BAG:REFUSE HEAVY DUTY;BLACK;PLASTIC 100'S	180
0650240	CHOCOLATE:KIT KAT;SLAB;45 G;CRISP WAFER	120
0650241	CHOCOLATE:CRUNCHIE;PACKET;40 G;SLAB	120
0651956	BISCUIT:BAKERS;CHOICE ASSORTED;BOX;2 KG	240
0652967	RAISIN:SEEDLESS;PACKET;1 KG	600
0654737	CAKE:INSTANT CHEESE MIX;ROUND;1 KG	720
0672121	TOMAT PST:TOMATO ARO;PLAIN;TIN;3.2 KG	60
0183495	MEAT PROCSD:CORNED BEEF 190g	720

0581250	STICK:KEBAB;250 MM;WOOD	60
0698372	FOMO 53 75's	4200

1. Delivery Requirements

- SITE INFORMATION : Majuba Power Station is situated between Amersfoort and Volksrust off N11 , being just over 30 km from Volsrust town and 10 km from Amersfoort town.
- Vehicles used for the transportation shall be clean, free from any odours, easy to clean, preferable weatherproof vehicle, and must be a covered vehicle.
- No groceries will be loaded on an open vehicle.
- A purchase order will be issued to the *Contractor* with the required items and quantities.
- Deliveries will be once a month on weekdays excluding Fridays
Deliveries will not be later than 15h00 (07:30-15:00)

2. Regulations

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

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

3. FOOD SAFETY MANAGEMENT (SANS ISO 22000:2005)

Food Safety Management System
Food Safety Management System Certification (FSSC) 22000
Covid 19 Safety Regulation Compliance

A Supplier has to comply with the Health Act No.61 of 2003 and Regulations and comply with the Local Municipality Regulations for that area to have a certificate of acceptability.
Occupational Health and Safety Act,1993 (Act No.85 of 1993). SANS 10049:2019ED5

Health Act, Food and Cosmetic Act, R918 facilities regulation

Eskom Holdings SOC Limited reserves the right to perform a "Supplier qualification evaluation" on the Supplier, before a contract is awarded. Admission to the Supplier's premises should be granted at such time.

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

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

Should the Supplier not comply to the requirements as specified by the independent Laboratory, the Supplier should provide Eskom Holding SOC Limited with results for similar tests (for Supplier's account) indicating the problem has been rectified, within 15 days of receipt of the report. If not, Eskom Holdings SOC Limited reserves the right to terminate the contract within 24 hours.

4. Specifications

a) General Specifications:

Groceries will not be accepted if:

1. Packaging is soiled and teared off
2. Tins rusted and dented on any side of the tins
3. Expiry date is in less than 3 months from order date
4. Moist or wet packaging if not sealed with watertight packaging

b) Technical specifications:

1. **MPUMALANGA SUPPLIERS PROOF OF COMPANY ADDRESS (Warehouse Address).**
2. **LETTER OF INTENT FROM SUPPLIER (Supplier to disclose the company where it will procure and submit a letter of intent).**
3. **PROOF OF FOOD DELIVERY VEHICLES**
 - Driver's Licences
 - Proof of delivery vehicle licenses
 - Vehicle Maintenance Records
4. **EXPERIENCE IN SUPPLY AND DELIVERY OF GROCERIES**
 - Reference Letter/s for previous related work
 - Proof of purchases or receipts

3. Constraints on how the *Supplier* Provides the Goods

State any constraints on how the *Supplier* is to provide the *goods* such as any limits on subcontracting. Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Subcontracting

No subcontracting

3.2 Use of standard forms

Provide details of standard forms to be used by the *Supplier* in the administration of the contract, for example early warning and compensation event notifications.

3.3 Invoicing and payment

List information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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

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

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

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Purchaser* may require the *Supplier* to keep records of amounts paid by him for people employed by the *Supplier*, plant and materials, work subcontracted by the *Supplier* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Purchaser*.

3.5 BBBEE and preferencing scheme

Specify constraints which *Supplier* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

3.6 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).

4. Requirements for the programme

This information is required by clause 32.1. State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

5. Services and other things provided by the *Purchaser*

Describe what the *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*.

Item	Date by which it will be provided
Access to Site	Day of Delivery

6. Supply requirements

Deliveries will be once a month on weekdays excluding Fridays
Deliveries must be not later than 15h00

Mon - Thursday	7:30 – 15:00
Friday	None unless pre arranged.

7. PENALTIES.

Supplier will be liable to 0.1% penalty per complete week of delay.

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

Batch Order

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

Contract number [•]

Batch Order No. [•]

Date

To: [•].....

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

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)

ESKOM HOLDINGS SOC LTD
THE SUPPLY AND DELIVERY OF DRY GROCERY ITEMS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 5 YEARS TO
MAJUBA POWER STATION CANTEEN

ENQUIRY NO. _____