



NEC3 Supply Contract (SC3)

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

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

for **Supply and Delivery of Fresh Fruits and
Vegetables for a Period of 3 Years at
Eskom Academy of Learning (EAL) –
Midrand.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of Fresh Fruits and Vegetables for a Period of 3 Years at Eskom Academy of Learning (EAL) – Midrand.

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*

[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: <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.	[●]

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

	Fax No.	[•]	
10.1	The <i>Supply Manager</i> is (name):	[•]	
	Address	[•]	
	Tel	[•]	
	Fax	[•]	
	e-mail	[•]	
11.2(13)	The <i>goods</i> are	[•]	
11.2(13)	The <i>services</i> are	[•]	
11.2(14)	The following matters will be included in the Risk Register	[•]	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data	
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	[•] weeks	
2	The <i>Supplier's</i> 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 <i>goods</i> and <i>services</i> is:	goods	delivery date
		1 Fruits	[•]
		2 Vegetables	[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	4 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	1 week after Delivery.	

43.2	The <i>defect correction period</i> is	1 week
	except that the <i>defect correction period</i> for	[•] is [•] weeks
	and the <i>defect correction period</i> for	[•] is [•] weeks
42.2	The <i>defects access period</i> is	[•] days
	except that the <i>defect access period</i> for	[•] is [•]
	and the <i>defect access period</i> for	[•] is [•]
5	Payment	
50.1	The <i>assessment interval</i> is	On delivery and completion of an issued Purchase Order (PO)
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks.
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	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	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	R[●] [This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]
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	R[●] [This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]
88.5	The <i>end of liability date</i> is	[●] years after Delivery of the whole of the goods and services.
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 <i>base date</i> for indices is	[●].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.60	Fruits & nuts, Veg
		0.15	Transport services of goods
		0.10	Labour
		0.15	non-adjustable
		1.00	
X2	Changes in the law		
X2.1	A change in the law of	[●] is a compensation event if it occurs after the Contract Date	

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
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 *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.

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and 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
Issue Purchase Order	Giving notice of Delivery	Purchaser
Issue Delivery Note	Checking packing and marking before dispatch	Supplier
Dispatch Transporting Vehicle	Contracting for transport	Supplier
Issue Invoice	Pay costs of transport	Purchaser
Receive delivery note	Arrange access to delivery place	Purchaser
Releasing goods	Loading the <i>goods</i>	Supplier
Receiving goods	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
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	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

1. How goods and services are priced and assessed for payment

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

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the <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*

Refer to Fruits and Vegetables BOQ

The total of the Price

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

Contents

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1 Overview and purpose of the goods and services

Eskom Academy of Learning offers full in-housed catering facilities that prepare and serve food to Eskom employees, top Eskom Management and high profiled government delegates.

In the interest of catering healthy and balanced meals to the guests, which is in line with industry standards, it is imperative that EAL serves a balanced diet on menu offering. To achieve this there are contracts for Fresh fruits and vegetables are required.

2 Specification and description of the goods

Item Description	Item Specification
Marrow Veg: Baby Fresh; Julienne; 1 Kg	Marrow, Vegetable: Type: Baby Fresh; Physical Form: Julienne; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1
Cauliflower: Plastic Bag; 1 Kg; Florets	Cauliflower: Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Florets; Type: Fresh; Food Quality: Grade 1
Carrot: Bag Plastic; 1 Kg; Grade 1; Sliced	Carrot: Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Sliced; Type: Fresh
Elderberries; Plastic Punnet	Fruit, Fresh: Type: Elderberries; Package Type: Plastic Punnet; Package Weight: 1 Kg; Physical Form: Small Round Blue Black in Colour; Food Quality: Grade 1
Apple: Golden Delicious Fresh; Box; 1 Kg	Apple: Type: Golden Delicious Fresh; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Round
Blueberry: Grade A; Fruit; 200 G	Blueberry: Food Quality: Grade A; Physical Form: Small Round Blue-Purple Colour; Food Variety: Fruit; Package Type: Paper Punnet with Perforated Film; Package Weight: 200 G; Type: Fresh Fleshy Berries
Asparagus: Fresh; 1 Kg; Bundle; Grade 1	Asparagus: Type: Fresh; Package Weight: 1 Kg; Package Type: Bundle; Food Quality: Grade 1
Eggplant: Fresh; Oval; Box; 1 Kg	Eggplant: Type: Fresh; Physical Form: Oval; Package Type: Box; Package Weight: 1 Kg
Mixed Vegetables: Baby, Fresh; Plastic Bag	Mixed Vegetables: Type: Baby, Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Baby Kind of All Vegetables, Green Beans, Carrots, Corn, Cauliflower, Peppers
Leek: Flat Pencil-Thin Green Leaves; 1 Kg	Leek: Physical Form: Flat Pencil-Thin Green Leaves; Package Type: Plastic Packet; Package Weight: 1 Kg; Type: Baby Fresh
Cabbage: Box; 1 Kg; Round Red Cabbage; Whole	Cabbage: Package Type: Box; Package Weight: 1 Kg; Physical Form: Round Red Cabbage; Product Size: Medium; Food Quality: Grade 1; Type: Whole; State of Refrigeration: Fresh
Cherry: Fresh; Box (Punnets); 1 Kg; Round	Cherry: Type: Fresh; Package Type: Box (Punnets); Package Weight: 1 Kg; Physical Form: Round; Food Quality: Grade 1
Apricot: Fresh Class 1; Round; 1 Kg	Apricot: Food Quality: Fresh Class 1; Physical Form: Round; Package Type: Box HACCP Packaging; Package Weight: 1 Kg; Type: Drupe Stone Fruit
Carrot: Bag Plastic; 1 Kg; Grade 1; Grated	Carrot: Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Grated; Type: Fresh
Chillies Red; Spear Shape; Plastic Bag	Chilli: Type: Resh Red; Physical Form: Spear Shape; Package Type: Plastic Bag; Package Weight: 1 Kg
Carrot: Bag Plastic; 1Kg; Grade 1; Whole	Carrot: Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Whole; Type: Fresh Peeled
Cabbage: Plastic Bag; 1 Kg; Grade 1	Cabbage: Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Round or Oval Pale Green in Colour of Tightly Packed Leaves;

	Product Size: Average Size 10 Cm Diameter; Food Quality: Grade 1; Type: Baby Fresh
Beetroot: Plastic Bag;1 Kg; Fresh; Grade 1	Beetroot: Package Type: Plastic Bag; Package Weight: 1 Kg; State of Refrigeration: Fresh; Type: Baby Rainbow; Food Quality: Grade 1; Physical Form: Round Red; White; Golden; Chioggia Natural Colours
Butternut: Cubes; Bag Plastic;1 Kg; Grade 1	Butternut: Physical Form: Cubes; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Type: Fresh
Brussel Sprout: Grade1; Round; Plastic Bag	Brussel Sprout: Food Quality: Grade 1; Physical Form: Round; Package Type: Plastic Bag; Package Weight: 1 Kg; Type: Fresh
Vegetable, Fresh: Bok Choy;1 Kg; Grade 1	Vegetable, Fresh: Type: Bok Choy; Package Type: Ventilated Cardboard Box; Package Weight: 1 Kg; Physical Form: White or Green Thick Crunchy Stems with Dark Green Wide Leaves; Food Quality: Grade 1
Endive: Fresh Vegetable for Salads;1 Kg	Endive: Type: Fresh Vegetable for Salads; Physical Form: Loose Leaf Head of Curly Green Leaves; Package Type: Plastic Bag; Package Weight: 1 Kg;
Cucumber:1 Kg; English Fresh; Grade 1	Cucumber: Package Type: Individually Wrapped with Plastic Then Put in Paper Box; Package Weight: 1 Kg; Type: English Fresh; Physical Form: Long Straight Cylindrical Outer Green Skin with Ridges; Food Quality: Grade 1
Fruit, Fresh: Blackberries; Plastic Punnet	Fruit, Fresh: Type: Blackberries; Package Type: Plastic Punnet; Package Weight: 1 Kg; Physical Form: Oval; Black In Colour
Banana: Box;1 Kg; Grade 1; Fresh; Ripe	Banana: Package Type: Box; Package Weight: 1 Kg; Food Quality: Gr 1; Physical Form: Long Curving Cylinder; Type: Fresh; Ripe
Apple: Granny Smith Fresh; Boxx;1 Kg; Round	Apple: Type: Granny Smith Fresh; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Round
Celery: Box;1 Kg; Grade 1; Chopped	Celery: Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Chopped; Fresh
Broccoli: Grade 1; Plastic Bag;1 Kg	Broccoli: Food Quality: Grade 1; Physical Form: Green Long Stems with Small Head of Florets; Package Type: Plastic Bag; Package Weight: 1 Kg; Type: Tender stem Fresh
Bean Green: Box;1 Kg; Grade 1; Fresh	Bean, Green: Package Type: Box; Package Weight: 1 Kg; Food Quality: Gr 1; Physical Form: Long Cut Tail and Top; Type: Fresh
Broccoli: Grade 1; Cut; Plastic Bag;1 Kg	Broccoli: Food Quality: Grade 1; Physical Form: Cut; Package Type: Plastic Bag; Package Weight: 1 Kg; Type: Fresh
Carrot: Bag Plastic;1 Kg; Grade 1; Julienne	Carrot: Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Julienne; Type: Fresh
Avocado: Fresh; Grade 1; Ovall; Box;1 Kg	Avocado: Type: Fresh; Food Quality: Grade1; Physical Form: Oval; Package Type: Box; Package Weight: 1 Kg
Beansprout: Sliced; Plastic Bag;10 Kg	Beansprout: Physical Form: Sliced; Package Type: Plastic Bag; Package Weight: 10 Kg; Food Quality: Grade A; Type: Green Beans; State of Refrigeration: Fresh
Marrow Veg: Baby Fresh; Sliced; Bag Plastic	Marrow, Vegetable: Type: Baby Fresh; Physical Form: Sliced; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1
Apple: Red Fresh; Box;20 Kg; Grade 1; Round	Apple: Type: Red Fresh; Package Type: Box; Package Weight: 20 Kg; Food Quality: Grade 1; Physical Form: Round
Corn: Baby White on Cob; Box;1 Kg; Fresh	Corn: Type: Baby White on Cob; Package Type: Box; Package Weight: 1 Kg; State of Refrigeration: Fresh

Corn: Sweet; Grade 1; Long Cylindrical;1 Kg	Corn: Type: Sweet; Food Quality: Grade 1; Physical Form: Long Cylindrical; Package Type: Packet Plastic; Package Weight: 1 Kg; State of Refrigeration: Fresh
Carrot: Bag Plastic;1 Kg; Grade 1; Sticks	Carrot: Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Sticks; Type: Fresh
Beetroot: Plastic Bag;1 Kg; Baby, Fresh	Beetroot: Package Type: Plastic Bag; Package Weight: 1 Kg; Type: Baby, Fresh; Food Quality: Grade 1; Physical Form: Small in Size, Round, Whole
Flower Edible: Pansies Fresh; 20 Grade 1	Flower, Edible: Type: Pansies Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Velvet Petals of Blue Yellow and White Colours; Food Quality: Grade 1
Herb: Rosemary Fresh; Plastic Bag;1G	Herb: Type: Rosemary Fresh; Package Type: Plastic Bag; Package Weight: 1G
Onion: Fresh Leek; Packet;1 Kg	Onion: Type: Fresh Leek; Package Type: Packet; Package Weight: 1 Kg; Physical Form: Flat Long Leave
Onion: Fresh Peeled, Whole; Bag Plastic	Onion: Type: Fresh Peeled, Whole; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Round
Flower Edible: Samphire Fresh; 20 Grade 1	Flower, Edible: Type: Samphire Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Green Stalks Tiny Flowers; Food Quality: Grade 1
Orange: Ripe Fresh; Bag; Round	Orange: Type: Ripe Fresh; Package Type: Bag; Physical Form: Round
Parsnip: Root Vegetable Grade1;1 Kg; Fresh	Parsnip: Type: Root Vegetable Grade1; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Long Cylindrical; State of Refrigeration: Fresh
Melon: Fresh Spanspek; Round; Box; Grade 1	Melon: Type: Fresh Spanspek; Physical Form: Round; Package Type: Box; Food Quality: Grade 1
Lime: Deep Green Round 3-6 Cm Dia;1 Kg	Lime: Physical Form: Deep Green Round 3-6 Cm Dia; Package Type: Plastic Bag; Package Weight: 1 Kg
Lettuce: Baby Leaf Mix Fresh; Box;1 Kg	Lettuce: Type: Baby Leaf Mix Fresh; Physical Form: A Blend of Colours; Shapes and Textures of Leaves; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade1
Mushroom: Brown Fresh; Plastic Bag;1 Kg	Mushroom: Type: Brown Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Brown Caps and Brown Stalks
Mushroom: Portobello Fresh; Plastic Bag;1	Mushroom: Type: Portobello Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Flaky Brown Cap; Has Dark Brown Gills Underneath Cap
Mango: Ripe; Round or Oval; Box Fresh	Mango: Variety: Ripe; Physical Form: Round or Oval; Package Type: Box Fresh
Onion: Fresh Spring Onion; Packet;1 Kg	Onion: Type: Fresh Spring Onion; Package Type: Packet; Package Weight: 1 Kg; Physical Form: Rd Spiky Leaf
Fruit, Fresh: Loquats;1 Kg; Grade 1	Fruit, Fresh: Type: Loquats; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Physical Form: Oval or Round 3-5 Cm Long; Yellow to Orange Colour with Smooth Slightly Fuzzy Skin; Food Quality: Grade 1
Onion: Baby Fresh; Plastic Bag;1 Kg	Onion: Type: Baby Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Small Round Bulbs Outer Skin Vary from Pale White to Vibrant Red or Yellow
Grape: White; Round; Box Fresh;1 Kg; Grade 1	Grape: Variety: White; Physical Form: Round; Package Type: Box Fresh; Package Weight: 1 Kg; Food Quality: Grade 1

Mixed Vegetables: Fresh Stir Fry;1 Kg	Mixed Vegetables: Type: Fresh Stir Fry; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Sliced
Herb: Micro Fresh; Plastic Bag;1 Kg	Herb: Type: Micro Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg
Papaya: Round Or Oval; Box Fresh	Papaya: Physical Form: Round or Oval; Package Type: Box Fresh
Marrow Veg: Baby Fresh; Diced; Bag Plastic	Marrow, Vegetable: Type: Baby Fresh; Physical Form: Diced; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1
Herb: Coriander Fresh; Plastic Bag;1 G	Herb: Type: Coriander Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Lettuce: Iceberg Fresh; Round; Box;4 Kg	Lettuce: Type: Iceberg Fresh; Physical Form: Round; Package Type: Box; Package Weight: 4 Kg; Food Quality: Grade 1
Herb: Tarragon; Plastic Bag; 1 Kg	Herb: Type: Tarragon; Package Type: Plastic Bag; Package Weight: 1 Kg
Herb: Basil Fresh; Plastic Bag;1 G	Herb: Type: Basil Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Salad prepared: Fresh Tropical Fruit; Cubed	Salad, Prepared: Type: Fresh Tropical Fruit; Physical Form: Cubed; Package Type: Bucket Plastic; Package Weight: 1 Kg
Fruit, Fresh: Star Fruit;1 Kg; Grade 1	Fruit, Fresh: Type: Star Fruit; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Physical Form: Five Point Star Shape; Ridged; Green When Unripe Yellow with Tinge of Green When Ripe; Food Quality: Grade 1
Potato: Wedges Fresh Skin-on; Plastic Bag	Potato: Type: Wedges Fresh Skin-On; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: White Sliced Unpeeled Irregular Wedge-Shaped
Potato White: Fresh New Peeled; Wedges;1 Kg	Potato, White: Type: Fresh New Peeled; Physical Form: Wedges; Package Type: Plastic Bag; Package Weight: 1 Kg
Tomato: Whole Red; 6 Kg; Box; Fresh; Round	Tomato: Type: Whole Red; Package Weight: 6 Kg; Package Type: Box; Food Quality: Fresh; Physical Form: Round; State of Refrigeration: Fresh, Firm and Clean
Spinach: Flat Leave; Bag Plastic;10 Kg	Spinach: Type: Flat Leave; Package Type: Bag Plastic; Package Weight: 10 Kg; Physical Form: Chopped; Food Quality: Grade 1; State of Refrigeration: Fresh
Carrot: Plastic Bag;1 Kg; Grade 1;5 - 7 Cm	Carrot: Package Type: Plastic Bag; Package Weight: 1 Kg; Food Quality: Grade 1; Physical Form: Cylindrical Red White Orange Yellow Purple Assorted Colours; Type: Baby Rainbow Fresh Raw; Product Size: 5-7 Cm
Potato White: Fresh Whole Foiled Peeled; 1	Potato, White: Type: Fresh Whole Foiled Peeled; Physical Form: Round; Package Type: Plastic Bag; Package Weight: 1 Kg
Pepper bell: Green Fresh; Box;1 Kg	Pepper, Bell: Type: Green Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Rd Or Oval; Vendors Are
Potato White Fresh Diced Peeled; Cubes;1 Kg	Potato, White: Type: Fresh Diced Peeled; Physical Form: Cubes; Package Type: Plastic Bag; Package Weight: 1 Kg
Pumpkin: Fresh; Bag Plastic;1 Kg; Cubed	Pumpkin: Type: Fresh; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Cubed; Food Quality: Grade 1
Herb: Rosemary fresh; Plastic Bag;1 G	Herb: Type: Rosemary Fresh; Package Type: Plastic Bag; Package Weight: 1 G

Peach: Nectarine Fresh; Box;1 Kg; Round	Peach: Type: Nectarine Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Round
Fruit, Fresh: Gooseberries; Plastic Bag;1	Fruit, Fresh: Type: Gooseberries; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Oval Shape with Hairy Skin; Colour Can Be Red; White; Yellow or Green; Food Quality: Grade 1
Onion: Fresh Leek; Packet;1 Kg	Onion: Type: Fresh Leek; Package Type: Packet; Package Weight: 1 Kg; Physical Form: Flat Long Leave
Kebab: Fruit; Plastic;1 Kg; Assorted Fruits	Kebab: Type: Fruit; Package Type: Plastic; Package Weight: 1 Kg; Flavour: Assorted Fruits; Food Quality: Grade 1; State of Refrigeration: Fresh; Size: Medium
Herb: Watercress fresh; Plastic Bag;1 G	Herb: Type: Watercress Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Granadilla: Paper Box HACCP Packaging;1	Granadilla: Physical Form: Round Ripe Yellow to Orange Colour; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Type: Grade 1 Fresh
Herb: Mint fresh; Plastic Bag;1 G	Herb: Type: Mint Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Rocket fresh; Plastic Bag;1 G	Herb: Type: Rocket Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Onion: Fresh Peeled, whole; Bag Plastic;1	Onion: Type: Fresh Peeled, Whole; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Round
Mushroom: Oyster fresh; Plastic Bag;1 Kg	Mushroom: Type: Oyster Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Cap Is Shell Shaped; Thick White Flesh with Short Stalk or None
Herb: Parsley fresh; Plastic Bag;1 G	Herb: Type: Parsley Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Fig: Pear Shaped; Box;1 Kg; Fresh	Fig: Physical Form: Pear Shaped; Package Type: Box; Package Weight: 1 Kg; Type: Fresh
Salad Prepared: Asian Noodle;1 Kg	Salad, Prepared: Type: Asian Noodle; Physical Form: With Broccoli Florets; Grated Carrots; Julienne Marrows; Red Pepper; Olive Oil; Rice Vinegar; Garlic; Ginger; Peanuts; Coriander; Soy Sauce; Salt; Pepper; Package Type: Plastic Clear Bucket with Lid; Package Weight: 1 Kg
Flower Edible: Samphire Fresh;20 Grade 1	Flower, Edible: Type: Samphire Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Green Stalks Tiny Flowers; Food Quality: Grade 1
Orange: Plastic Bag;1 Kg	Orange: Type: Kumquats Baby Golden Oranges Citrus Fruits Ripe Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Small Oval Orange in Colour with Thin Peel
Herb: Lemon Grass Fresh Herb; Plastic Bag	Herb: Type: Lemon Grass Fresh Herb; Package Type: Plastic Bag; Package Weight: 1 G
Mushroom: Brown fresh; Plastic Bag;1 Kg	Mushroom: Type: Brown Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Brown Caps and Brown Stalks
Mushroom: Portobello fresh; Plastic Bag;1	Mushroom: Type: Portobello Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Flaky Brown Cap; has Dark Brown Gills Underneath Cap
Mango: Ripe; Round or Oval; Box Fresh	Mango: Variety: Ripe; Physical Form: Round or Oval; Package Type: Box Fresh
Onion: Fresh Spring Onion; Packet;1 Kg	Onion: Type: Fresh Spring Onion; Package Type: Packet; Package Weight: 1 Kg; Physical Form: Rd Spiky Leaf
Fruit, Fresh: Loquats;1 Kg; Grade 1	Fruit, Fresh: Type: Loquats; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Physical Form: Oval or Round 3-5 Cm Long; Yellow to Orange Colour with Smooth Slightly Fuzzy Skin; Food Quality: Grade 1

Onion: Baby fresh; Plastic Bag;1 Kg	Onion: Type: Baby Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Small Round Bulbs Outer Skin Vary from Pale White to Vibrant Red or Yellow
Grape: White; Round; Box Fresh;1 Kg; Grade 1	Grape: Variety: White; Physical Form: Round; Package Type: Box Fresh; Package Weight: 1 Kg; Food Quality: Grade 1
Mixed Vegetables: Fresh Stir Fry;1 Kg	Mixed Vegetables: Type: Fresh Stir Fry; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Sliced
Herb: Micro fresh; Plastic Bag;1 Kg	Herb: Type: Micro Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg
Papaya: Round Or Oval; Box Fresh	Papaya: Physical Form: Round or Oval; Package Type: Box Fresh
Marrow Veg: Baby Fresh; Diced; Bag Plastic	Marrow, Vegetable: Type: Baby Fresh; Physical Form: Diced; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1
Flower Edible: Calendula;20 G; Grade 1	Flower, Edible: Type: Calendula; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Bright Orange and Yellow Petals; Food Quality: Grade 1
Lettuce: Cos Head Fresh; Box;1 Kg; Grade 1	Lettuce: Type: Cos Head Fresh; Physical Form: Green Extended Leaves Tightly Wrapped to Form Elongated Head; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Herb: Curry Leaves; Plastic Bag;1 G	Herb: Type: Curry Leaves; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Sage Fresh; Plastic Bag;1 G	Herb: Type: Sage Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Marjoram Fresh; Plastic Bag;1 G	Herb: Type: Marjoram Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Coriander Fresh; Plastic Bag;1 G	Herb: Type: Coriander Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Naartjie: Citrus	Naartjie: Type: Citrus
Patty Pan: Yellow; Plastic Bag;1 Kg	Patty Pan: Colour: Yellow; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Round and Flat with Scalloped Edges; State of Refrigeration: Fresh, Grade 1
Herb: Thyme Fresh; Plastic Bag;1 G	Herb: Type: Thyme Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Dill Fresh; Plastic Bag;1 G	Herb: Type: Dill Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Peach: Yellow Fresh; Box;1 Kg; Round	Peach: Type: Yellow Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Round
Lettuce: IceBerg Fresh; Round; Box; 4 Kg	Lettuce: Type: Iceberg Fresh; Physical Form: Round; Package Type: Box; Package Weight: 4 Kg; Food Quality: Grade 1
Flower Edible: Hibiscus Fresh;20 G; Grade 1	Flower, Edible: Type: Hibiscus Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Large Petals with Colours Red; Yellow; Orange or White; Food Quality: Grade 1
Grape: Black; Round; Box Fresh;1 Kg; Grade 1	Grape: Variety: Black; Physical Form: Round; Package Type: Box Fresh; Package Weight: 1 Kg; Food Quality: Grade 1
Patty: Yellow And Green; Box;1 Kg; Small	Patty: Variety: Yellow and Green; Package Type: Box; Package Weight: 1 Kg; Size: Small; Food Quality: Grade 1; State of Refrigeration: Fresh

Herb: Tarragon; Plastic Bag;1 Kg	Herb: Type: Tarragon; Package Type: Plastic Bag; Package Weight: 1 Kg
Pea: Snap Fresh; Box;1 Kg; Round	Pea: Type: Snap Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Round
Lettuce: Baby Leaf Fresh; Box;1 Kg; Grade 1	Lettuce: Type: Baby Leaf Fresh; Physical Form: Small Leaves at Immature Stage; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Grapefruit: Citrus Fruit, Bitter; Bag;1 Kg	Grapefruit: Type: Citrus Fruit, Bitter; Package Type: Bag; Package Weight: 1 Kg; Physical Form: Round; State of Refrigeration: Fresh
Flower Edible: Nasturtium; 20 G; Grade 1	Flower, Edible: Type: Nasturtium; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Fresh Assorted Colours, 5 Petals Darker at Base of Petals; Food Quality: Grade 1
Mixed Vegetables: Fresh Country Mix;1 Kg	Mixed Vegetables: Type: Fresh Country Mix; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Cut
Pear: Prickly Fresh; Box;1 Kg	Pear: Type: Prickly Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Egg Shaped with Prickles Yellow to Red Colour
Flower Edible: Roses Fresh;20 G; Grade 1	Flower, Edible: Type: Roses Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G; Physical Form: Variety of Colours Soft Petals; Food Quality: Grade 1
Lettuce: Rocket Wild Fresh; Box;1 Kg	Lettuce: Type: Rocket Wild Fresh; Physical Form: Green Leaves Shape Like A Feather; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Kiwi Fruit: Egg Shaped; Box;1 Kg; Grade 1	Kiwi Fruit: Physical Form: Egg Shaped; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade1; Type: Fresh
Lychee: Paper Box;1 Kg; Fruit Fresh Ripe	Lychee: Physical Form: Oval or Round Brittle Hard Outer Covering Strawberry Red Colour; Package Type: Paper Box; Package Weight: 1 Kg; Type: Fruit Fresh Ripe
Melon: Canary Fresh Ripe;1 Kg; Grade A	Melon: Type: Canary Fresh Ripe; Physical Form: Oval Shape Slightly Tapering on Both Ends Deep Yellow in Colour; Dia 10 - 13 Cm; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Food Quality: Grade A
Pepper Bell: Jalapeno Chilli Pepper;1 Kg	Pepper, Bell: Type: Jalapeno Chilli Pepper; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Cylindrical with Blunt Point; Waxy Green with Stem Attached When Unripe Turns to Red When Mature;
Marrow Veg: Baby Fresh; Battons;1 Kg	Marrow, Vegetable: Type: Baby Fresh; Physical Form: Batons; Package Type: Bag Plastic; Package Weight: 1 Kg; Food Quality: Grade 1
Herb: Chives Fresh; Plastic Bag;1 G	Herb: Type: Chives Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Melon: Fresh Water Malon'd or Oval; Box	Melon: Type: Fresh Watermelon; Physical Form: Rd or Oval; Package Type: Box; Food Quality: Grade 1
Nectarine: Class 1;1 Kg; Drupe Stone Fruit	Nectarine: Food Quality: Class 1; Physical Form: Round Smooth Skin Yellow or Cream When Ripe; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Type: Drupe Stone Fruit; State of Refrigeration: Fresh
Onion: Red Grade 1; Bag;1 Kg; Bulbous; Fresh	Onion: Type: Red Grade 1; Package Type: Bag; Package Weight: 1 Kg; Physical Form: Bulbous; State Of Refrigeration: Fresh
Mushroom: Exotic Mix Fresh; Plastic Bag;1	Mushroom: Type: Exotic Mix Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Consists of a Variety Mushrooms
Mushroom: White Fresh; Box;1 Kg; Round	Mushroom: Type: White Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Round

Melon: Casaba Fresh Ripe;1 Kg; Grade A	Melon: Type: Casaba Fresh Ripe; Physical Form: Round or Oval Golden Yellow with Hints of Green Colour; Thick Hard Wrinkled Rind 7 Cm Diameter; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Food Quality: Grade A
Melon: Green/Sweet Fresh; Round; Box	Melon: Type: Green/Sweet Fresh; Physical Form: Round; Package Type: Box; Food Quality: Grade 1
Herb: Fennel Fresh; Plastic Bag;1 G	Herb: Type: Fennel Fresh; Package Type: Plastic Bag; Package Weight: 1 G
Herb: Pea Tendrils Leaves Fresh;1 Kg	Herb: Type: Pea Tendrils Leaves Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg
Mushroom: Shimeji Brown Fresh; Plastic Bag	Mushroom: Type: Shimeji Brown Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Rounded Button Caps Slender Stems Small to Medium in Size
Mushroom: Shimeji White Fresh; Plastic Bag	Mushroom: Type: Shimeji White Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Rounded Button Caps Slender Stems Small to Medium In Size
Ginger: Crushed; Plastic Bucket;1 Kg	Ginger: Physical Form: Crushed; Package Type: Plastic Bucket; Package Weight: 1 Kg
Vegetable, Fresh: Kale; Plastic Bag;1 Kg	Vegetable, Fresh: Type: Kale; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Straight or Curly Loose Green Leaves Attached to Stem; Food Quality: Grade 1
Mushroom: Eryngii Fresh; Plastic Bag;1 Kg	Mushroom: Type: Eryngii Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Pale Grey Brown Cap and Large Firm; Thick White Stem
Garlic: Fresh; Crushed; Bucket;1 Kg	Garlic: Type: Fresh; Physical Form: Crushed; Package Type: Bucket; Package Weight: 1 Kg
Flower Edible: Sorrel Fresh;20 G/Hr; Grade 1	Flower, Edible: Type: Sorrel Fresh; Package Type: Plastic Container with Moist Paper Towel Placed at Bottom of Container; Package Weight: 20 G/Hr; Physical Form: Pink; Yellow or White With 5 Petals; Food Quality: Grade 1
Mushroom: Porcini fresh; Plastic Bag;1 Kg	Mushroom: Type: Porcini Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Thick Stems; Rounded Red-Brown Caps Which Are Slightly Sticky and Are Convex When Young
Lettuce: Mixed Fresh; Pieces; Box;1 Kg	Lettuce: Type: Mixed Fresh; Physical Form: Pieces; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Lemon: Fresh; Round or Oval; Box;1 Kg	Lemon: Type: Fresh; Physical Form: Round or Oval; Package Type: Box; Package Weight: 1 Kg
Mushroom: Shiitake Fresh; Plastic Bag;1 Kg	Mushroom: Type: Shiitake Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Umbrella Shaped Dark Brown Caps; Light Brown Thin and Tough Stems
Potato: Medium Size Skin on Fresh Whole;1	Potato: Type: Medium Size Skin on Fresh Whole; Package Type: Paper Bag; Package Weight: 1 Kg; Physical Form: Round or Oval Shape
Spinach: Deveined Fresh; Plastic Bag;1 Kg	Spinach: Type: Deveined Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Green Leaves Without Stems on Leaves; Food Quality: Grade 1
Tomato: Whole Red;1 Kg; Bag	Tomato: Type: Whole Red; Package Weight: 1 Kg; Package Type: Bag
Strawberry: Punnets Packed in a Box;1 Kg	Strawberry: Package Type: Punnets Packed in a Box; Package Weight: 1 Kg; Physical Form: Oval; Type: Fresh
Tomato: Whole Red;6 Kg; Box; Fresh; Round	Tomato: Type: Whole Red; Package Weight: 6 Kg; Package Type: Box; Food Quality: Fresh; Physical Form: Round; State of Refrigeration: Fresh, Firm and Clean

Squash: Fresh Gem; Plastic;1 Kg; Grade 1	Squash: Type: Fresh Gem; Package Type: Plastic; Package Weight: 1 Kg; Physical Form: Round Half; Food Quality: Grade 1
Fruit, Fresh: Quince;1 Kg; Grade 1	Fruit, Fresh: Type: Quince; Package Type: Paper Box HACCP Packaging; Package Weight: 1 Kg; Physical Form: Bright Golden Yellow Colour Pear Shaped; Food Quality: Grade 1
Pepper Bell: Yellow Fresh; Box;1 Kg	Pepper, Bell: Type: Yellow Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Rd or Oval; Vendors Are Responsible for Ensuring That They are Performing Against the Correct Drawing Revision Number (If Applicable).
Vegetable, Fresh: Turnips Raw; Plastic Bag	Vegetable, Fresh: Type: Turnips Raw; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Root Vegetable Heart Shaped Bulb Cream White on the Bottom and Purple on Top; Food Quality: Grade 1
Salad Prepared: Atchaar; Bucket Plastic;1 Kg	Salad, Prepared: Type: Atchaar; Physical Form: Hot Chopped Mangoes on Oil; Package Type: Bucket Plastic; Package Weight: 1 Kg
Tomato: Heirloom Fresh, Medium/Cocktail;1	Tomato: Type: Heirloom Fresh, Medium/Cocktail; Package Weight: 1 Kg; Package Type: Plastic Bag; Food Quality: Grade A; Physical Form: Round Oval Deformed Cracks and Bumps Like Whole Pumpkin Colours Deep Brown, Red, Yellow, Green, Orange Even Whiteurs
Pineapple: Box; Oval; Fresh; Grade 1	Pineapple: Package Type: Box; Physical Form: Oval; Type: Fresh; Food Quality: Grade 1
Potato White: Fresh Baby Whole Peeled;1 Kg	Potato, White: Type: Fresh Baby Whole Peeled; Physical Form: Round or Oval; Package Type: Plastic Bag; Package Weight: 1 Kg
Tomato: Romanita Fresh;1 Kg; Plastic Bag	Tomato: Type: Romanita Fresh; Package Weight: 1 Kg; Package Type: Plastic Bag; Food Quality: Grade A; Physical Form: Elongated Egg Like Shape Bright Red Colour
Potato Sweet: Cubed; Plastic Bag;10 Kg	Potato, Sweet: Physical Form: Cubed; Package Type: Plastic Bag; Package Weight: 10 Kg; Type: Fresh; State of Refrigeration: Fresh; Potato Cubed Parked In 10kg Plastic Bag
Potato White Fresh Whole Foiled Peeled;1	Potato, White: Type: Fresh Whole Foiled Peeled; Physical Form: Round; Package Type: Plastic Bag; Package Weight: 1 Kg
Pepper Bell: Red Fresh; Box;1 Kg	Pepper, Bell: Type: Red Fresh; Package Type: Box; Package Weight: 1 Kg; Physical Form: Rd or Oval;).
Potato: Baby Whole Unpeeled Fresh;1 Kg	Potato: Type: Baby Whole Unpeeled Fresh; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: Round Cleaned
Radish: Fresh Radish; Round Bulblike Root	Radish: Type: Fresh Radish; Physical Form: Round Bulblike Root; Package Type: Plastic Bag; Package Weight: 500 G
Artichoke, Heart: Plastic Bag;1 Kg	Artichoke, Heart: Physical Form: Green Bulb Flower Bud Vegetable with Thorns on Leaf Tips; Package Type: Plastic Bag; Package Weight: 1 Kg; Type: Fresh Whole; State of Refrigeration: Not to Freeze; Food Quality: Grade A
Chilli: Fresh; Spear Shape; Plastic Bag;1	Chilli: Type: Fresh; Physical Form: Spear Shape; Package Type: Plastic Bag; Package Weight: 1 Kg
Pear: Fresh Fruit; Box;15 Kg; Oval	Pear: Type: Fresh Fruit; Package Type: Box; Package Weight: 15 Kg; Physical Form: Oval
Plum: Fresh; Round or Oval; Box;1 Kg	Plum: Type: Fresh; Physical Form: Round or Oval; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Vegetable, Fresh: Rhubarb;1 Kg; Grade 1	Vegetable, Fresh: Type: Rhubarb; Package Type: Perforated Paper Box; Package Weight: 1 Kg; Physical Form: Stalks Deep Red; Light Pink or Pale Green In Colour; Food Quality: Grade 1
Potato: Fresh Chips Skin on; Plastic Bag;1	Potato: Type: Fresh Chips Skin On; Package Type: Plastic Bag; Package Weight: 1 Kg; Physical Form: White Straight Cut Wide 1.2 X Long 7 Cm

Potato White: Fresh Peeled; Sliced; 1 Kg	Potato, White: Type: Fresh Peeled; Physical Form: Sliced; Package Type: Plastic Bag; Package Weight: 1 Kg
Kebab: Fresh Assorted Vegetables; Box; 1 Kg	Kebab: Type: Fresh Assorted Vegetables; Package Type: Box; Package Weight: 1 Kg; Food Quality: Grade 1
Potato White: Fresh Diced Peeled; Cubes; 1 Kg	Potato, White: Type: Fresh Diced Peeled; Physical Form: Cubes; Package Type: Plastic Bag; Package Weight: 1 Kg
Raspberry: Oval; Grade 1 Fresh; 1 Kg; Box	Raspberry: Physical Form: Oval; Food Quality: Grade 1 Fresh; Package Weight: 1 Kg; Package Type: Box; Food Variety: Red Or Black
Tomato: Cocktail Fresh; 1 Kg; Box; Grade 1	Tomato: Type: Cocktail Fresh; Package Weight: 1 Kg; Package Type: Box; Food Quality: Grade 1; Physical Form: Round
Potato: Washed Whole; Bag Plastic; 1 Kg	Potato: Type: Washed Whole; Package Type: Bag Plastic; Package Weight: 1 Kg; State of Refrigeration: Fresh
Potato: Chips Fresh; Bag Plastic; 1 Kg	Potato: Type: Chips Fresh; Package Type: Bag Plastic; Package Weight: 1 Kg; Physical Form: Long Thin Rectangular
Tomato: Exotic Mix Fresh; 1 Kg; Grade 1	Tomato: Type: Exotic Mix Fresh; Package Weight: 1 Kg; Package Type: Paper Box HACCP Packaging; Food Quality: Grade 1; Physical Form: Variety of Shapes Sizes and Colours
Potato Sweet: Sliced; Bag Plastic; 10 Kg	Potato, Sweet: Physical Form: Sliced; Package Type: Bag Plastic; Package Weight: 10 Kg; Type: Fresh

2.1 Purchaser’s design

N/A

2.2 Procedure for submission and acceptance of Supplier’s design

N/A

2.3 Other requirements of the Supplier’s design

2.4 Use of Supplier’s design

N/A

2.5 Manufacture & fabrication

N/A

2.6 Factory acceptance testing (FAT)

N/A

2.7 Other tests and inspections and commissioning in place of use

N/A

2.8 Operating manuals and maintenance schedules

N/A

3 Supply Requirements

Premises where fruits and vegetables are sources

- The premises where fruits and vegetables will be sourced must follow stringent hygiene processes that have temperature-controlled facilities which complies to FSSC 2200.

- The premises must be local to Gauteng to ensure flexible deliveries. EAL requirements vary depending on bookings which can change in less than 12 hours. This choice of when the items must be delivered is compulsory due to business operations.

During Transportation of Fresh Fruits and Vegetables

The fresh fruits and vegetables must be transported by refrigerated vehicles this will ensure the quality and freshness is kept from the premises to EAL

4 Specification of the services to be provided
 N/A

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints
 N/A

5.2 Work to be done by the Delivery Date

- Check and record truck temperature
- delivery note if it aligns with the Purchase Order
- Visual Inspection of quality

5.3 Marking the goods
 N/A

5.4 Constraints at the delivery place and place of use
 N/A

5.5 Cooperating with Others
 The Purchaser is required to cooperate with others when and if required to do so Purchaser is aware of the Supplier's

5.6 Services & other things to be provided by the Purchaser or Supplier
 During the delivery of goods, the Purchaser will provide warehouse tools and equipment to ensure safe offloading

5.7 Management meetings

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:
Overall contract progress and feedback	Monthly	Eskom Academy of Learning	<i>Employer, Supplier</i>

5.8 Documentation control

The Contractor shall comply with the Employers requirements with respect to documentation and how it will be identified, which alpha numeric characters will be used to indicate the source, recipient, communication number etc.

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a

message in the e-mail itself.

5.9 Health and safety risk management

The Employer expects the Service provider to engage in safety culture initiatives in line with the Eskom Life Saving Rules, Safety and Quality Requirements Standard.

The Service provider and all sub-consultants shall comply with the requirements listed in Employer's standard document, 'Eskom Safety, Health, Environment and Quality Policy 32-727', for all the Employer Health and Safety requirements.

The Employer places emphasis on the provision of a comprehensive Health and Safety file per the attached checklist for this contract. The Project Health and Safety file shall comply with the requirements of the OSH Act.

The Service provider shall develop and submit a Health and Safety file for this contract. This shall describe the project health and safety requirement and shall also describe the requirement for continued compliance to the requirement of the OSH Act.

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

5.10 Environmental constraints and management

N/A

5.11 Quality

The Contractor shall comply with all requirements specified in section 6 of the Eskom Supplier Quality Management standard. All documents shall be approved by the Employer.

All planning QA and QC documents shall be submitted for approval by the Employer within 30 days of contract award. The Contractor shall make use of a qualified and experienced Quality Controller to ensure that products/services are of a high quality prior to inspection by the Employers quality representative(s).

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*

NA

5.14 Contract change management

To be advised as and when that occurs

5.15 Provision of bonds and guarantees

N/A

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

The Supplier shall keep any additional records specified at any time by the Purchaser.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

N/A

6.1.2 Limitations on subcontracting

N/A

6.1.3 Spares and consumables

N/A

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*

N/A all items in the scope are catalogued

7 List of drawings

7.1 Drawings issued by the *Purchaser*

N/A

C3.2 SUPPLIER'S GOODS INFORMATION

Fruits and Vegetables as specified C2.2 the *price schedule*
