



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 BAKERY PRODUCTS TO MATLA
POWER STATION FOR 24 MONTHS ON AS AND WHEN
REQUIRED BASIS

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 BAKERY PRODUCTS TO MATLA POWER STATION FOR 24 MONTHS ON AN AS AND WHEN REQUIRED BASIS

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)	Ms Maserati Lesolang	_____
Capacity	General Manager: Matla Power Station	_____
for the Purchaser	Eskom Holdings SOC Limited Matla Power Station Private Bag x 5012 KRIEL 2271	_____

(Insert name and address of organisation)

Name & signature of witness	_____	Date	_____
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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)*Name &
signature
of witness

Date

General Manager

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

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)]

Clauses

Data

1 General

The *conditions of contract* are the core clauses and the clauses for Options

X1: Price adjustment for inflation
X2: Changes in the law
X7: Delay damages
X18: Limitation of liability
X19: Task Order
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 *Purchaser* 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.

Fax No.

N/A

10.1 The *Supply Manager* is (name):

Address

Matla Power Station

Tel

Fax

N/A

e-mail

11.2(13) The *goods* are)

BAKERY PRODUCTS

11.2(13) The *services* are)

SUPPLY AND DELIVERY OF BAKERY PRODUCTS AT MATLA POWER STATION FOR 24 MONTHS ON AN AS AND WHEN REQUIRED BASIS

11.2(14) The following matters will be included in

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

) the Risk Register

Delay Damages
Price increases due to inflation
Quality of deliverables
 (All other risks will be identified prior, addressed, and registered during the risk register meeting that will take place as agreed between the parties)

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 *law of the contract* is the law of

the Republic of South Africa

13.1 The *language of this contract* is

English

13.3 The *period for reply* is

2 weeks

2 **The *Supplier's* main responsibilities**

Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 **Time**

30.1 The *starting date* is.

TBC

30.1 The *delivery date* of the goods and services is:

goods and services

delivery date

Supply and delivery of Fresh and Frozen Meat products at Matla Power Station

As per purchase order

30.2 The *Supplier* does not bring the goods to the Delivery Place more than one week before the Delivery Date.

All goods are to be delivered as per the quantities indicated on the contract or on purchase order

31.1 The *Supplier* is to submit a first programme for acceptance within

1 weeks of the Contract Date.

32.2 The *Supplier* submits revised programmes at intervals no longer than

2 weeks.

4 **Testing and defects**

4.1

42 The *defects date* is

24 hour after noticing defects

43.2 The *defect correction period* is

24 hours from receipt of the purchaser's written defects notification

42.2	The <i>defects access period</i> is	60 days
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5 Payment

50.1	The <i>assessment interval</i> is	between the 15 days of each successive month or any other day agreed upon
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51.1	The <i>currency of this contract</i> is the	South African Rand
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51.2	The period within which payments are made is	4 weeks.
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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
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(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.
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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.
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8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	N/A
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84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1. Insurance against	Loss of or damage to the <i>goods</i> , plant and materials.
	Cover / indemnity is	<p>Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B</p> <p>If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.</p>
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 described in the "Format A" / "Format B" / "Format Dx", insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and; • R1 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property <p>See notes in Annexure B</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices

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 of the Prices
88.5	The <i>end of liability date</i> is	Twelve [12] months 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	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	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)
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94.4(2)	The <i>tribunal</i> is:	arbitration
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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.
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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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	The contract start date.		
		proportion	linked to indexfor	proportion
		0.55	Bakery products	0.55
		0.10	Labour	0.10
		0.20	Transport	0.20
		0.15	non-adjustable	0.15
X2	Changes in the law			
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date		
X3	Multiple currencies			
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•]	TBC	
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date) The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before 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	
		Late delivery of goods	R500.00 per day for delay in delivery of the order as per	

		delivery date specified upfront.
	Should delay damages be applied, the supplier is to invoice for the full task order amount, and provide a credit note for the amount of delay damages.	
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 means where two or more parties co-operate to achieve an unlawful or illegal

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

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

87

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

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

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:

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	Effecting Delivery	B4	Receiving 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

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	As stated in the contract goods information	
2. The requirements for transport are	As stated in the contract goods information	
3. The delivery place is	Matla Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

Signed at _____ on this _____ day of _____ 20__

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	
<i>below on the letterhead of the Bank providing the Bond / Guarantee)</i>	

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

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>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> 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*

ANNEXURE A

THE SUPPLY AND DELIVERY OF FRESH MEAT ON AN “AS AND WHEN REQUIRED BASIS” TO ESKOM Matla Power Station FOR A PERIOD OF TWO (2) YEARS (24 months)

THE SUPPLY AND DELIVERY OF BAKERY PRODUCTS ON AN “AS AND WHEN REQUIRED BASIS” TO ESKOM Matla Power Station				
Item Description	SIZE	UNIT PER PRICE	Estimated QTY	Total Price
WHITE BREAD SANDWICH SLICED	700G		63 320	
BROWN BREAD SANDWICH SLICED	700G		63 320	
BROWN NUTTY WHEAT	P/LOAF		100	
WHOLEGRAIN: SIZE 700G	P/LOAF		100	
HOT DOG ROLLS	X6		1000	
HAMBURGER BUNS	X6		2000	
COCKTAIL ROLLS WHITE	X6		6000	
COCKTAIL ROLLS BROWN	X6		6000	
MEGA HAMBURGER ROLLS JUMBO	X6		1000	
MINI CHEESE ROLLS	X6		2000	
WHOLE WHEAT ROLLS	X6		1000	
SCONES PLAIN	6 PACK		1000	
HOT CROSS BUNS	X6		1000	
TORTILLA WRAP	X6		1000	
PITA BREAD	X6		500	
TRAMEZZENI	X6		500	
Total Price for 24 Months		=		

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
CONTRACT TITLE: SUPPLY AND DELIVERY OF LOW VOLTAGE SWITCHGEAR SPARES AT MEDUPI POWER
STATION FOR 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (ADHOC)

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
CONTRACT TITLE: SUPPLY AND DELIVERY OF LOW VOLTAGE SWITCHGEAR SPARES AT MEDUPI POWER
STATION FOR 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS (ADHOC)

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 3: Scope of Work 2

C3.1: *Purchaser's* Goods Information 3

1	Overview and purpose of the <i>goods</i> and <i>services</i>	4
2	Specification and description of the <i>goods</i>	Error! Bookmark not defined.
2.1	<i>Purchaser's</i> design	Error! Bookmark not defined.
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design	Error! Bookmark not defined.
2.3	Other requirements of the <i>Supplier's</i> design	Error! Bookmark not defined.
2.4	Use of <i>Supplier's</i> design	Error! Bookmark not defined.
2.5	Manufacture & fabrication	Error! Bookmark not defined.
2.6	Factory acceptance testing (FAT)	Error! Bookmark not defined.
2.7	Other tests and inspections and commissioning in place of use	Error! Bookmark not defined.
2.8	Operating manuals and maintenance schedules	Error! Bookmark not defined.
3	Supply Requirements	Error! Bookmark not defined.
4	Specification of the <i>services</i> to be provided	Error! Bookmark not defined.
5	Constraints on how the <i>Supplier</i> Provides the Goods	Error! Bookmark not defined.
5.1	Programming constraints	Error! Bookmark not defined.
5.2	Work to be done by the Delivery Date	Error! Bookmark not defined.
5.3	Marking the <i>goods</i>	Error! Bookmark not defined.
5.4	Constraints at the delivery place and place of use	Error! Bookmark not defined.
5.5	Cooperating with Others	Error! Bookmark not defined.
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	Error! Bookmark not defined.
5.7	Management meetings	Error! Bookmark not defined.
5.8	Documentation control	Error! Bookmark not defined.
5.9	Health and safety risk management	Error! Bookmark not defined.
5.10	Environmental constraints and management	Error! Bookmark not defined.
5.11	Quality	Error! Bookmark not defined.
5.12	Invoicing and payment	Error! Bookmark not defined.
5.13	Insurance provided by the <i>Purchaser</i>	Error! Bookmark not defined.
5.14	Contract change management	Error! Bookmark not defined.
5.15	Provision of bonds and guarantees	Error! Bookmark not defined.
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i>	Error! Bookmark not defined.
6	Procurement	Error! Bookmark not defined.
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6.1.2	Limitations on subcontracting	Error! Bookmark not defined.
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6.1.4	Other requirements related to procurement	Error! Bookmark not defined.
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7	List of drawings	Error! Bookmark not defined.
7.1	Drawings issued by the <i>Purchaser</i>	Error! Bookmark not defined.
C3.2	<i>Supplier's</i> Goods Information	x

Overview and purpose of the *goods and services*

Matla intend to enter into a contract with the supplier to supply and deliver Bakery Products on as when required basis for a period of 24 Months

Specification and description of the *goods*

SCOPE OF WORK

Matla Power Station intends to enter into a contract for the supply and delivery of Fresh Bread and related bakery products on an as and when required basis for a period of 2 years with suitably qualified supplier.

1. Specifications

a) Production of Fresh Bread

Fresh bread is a perishable foodstuff, therefore all steps in the production process, including packaging, storage and delivery, shall be performed under conditions that preclude the possibility of contamination, deterioration, or development of pathogenic and spoilage micro-organisms. Quality checks will be conducted on fresh bread delivered and bread which is not meeting minimum standard of human consumption or specification will be sent back and the supplier will be required replace the batch within twelve(12) hours .

Delivery Requirements

Vehicles used for the transportation shall meet the following requirements:

- 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 Bread or any bakery product will be loaded on an open vehicle.
- A purchase order will be issued to the *Contractor* with the required items and quantities.
- Deliveries will be once a week between Monday and Thursday.
- Deliveries will not be later than 15h00
- No deliveries on Friday after 11:00 and only pre-arranged deliveries on Friday before 11h00 (can be received)
- Rates quoted should be quoted including all charges i.e. Transport, Loading & Unloading charges for Labour and the delivery to Matla Power Station Site Kitchen

b) Regulations

Suppliers have to comply with:

Compliance with National Legislation and Standards

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

- **Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No, 54 of 1972):** To control sale , manufacture and importation of foodstuff, cosmetics and disinfectants and to provide for incidental matters.
- **Government Notice No. R368 of 22 June 2018 :** Governing general hygiene requirements for food premises, the transport of food and related matters. No persons must handle food or permit food to be handled on food premises in respect of which a valid certificate of acceptability has not been issued or is not in force by the local authority.
- **Government Notice No. R186 of 22 February 2008.** Regulation relating the grading , packing, and marking of wheat products intended for sale in the republic of South Africa
- **Agricultural Product Standards Acts, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
- **The South African Food Labelling regulations** (Government Notice R146 of 1 March 2010)
- **SANS 10049:2012 (SABS049):** Food safety management – Requirements for prerequisite programmes (PRPs)

2. Penalty for late deliveries.

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.

Supplier will be liable to 0.1% penalty per completed days(48hours) of delay.

3. Special Deliveries - Emergency hours

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

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

DELIVERY ADDRESS

- **SITE INFORMATION:** Matla Power Station is situated in Kriel, being just over 17 km from Kriel town on the Delmas Road

4. Certification

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

FOOD SAFETY MANAGEMENT (SANS ISO 22000:2005)

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

4.1 Management Meetings

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

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

Eskom Holding 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 Supplier 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 tests (at Eskom Holdings SOC Limited's discretion) done by an Independent Laboratory. In the event of this happening, admission to the Suppliers premises should be granted to the appointed laboratory. Eskom Holding SOC Limited will provide Supplier with a copy of the test results within 15 Days after the receipt of the report. 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 Suppliers account.

Should the Supplier not comply to the requirements as specified by the Independent laboratory, the Supplier should provide Eskom Holding SOC Limited with the results for similar tests (for Supplier's account) indicating the problem has been rectified within 20 days of receipt of report. If not, Eskom Holding SOC Limited reserves the right to terminate the contract within 24 hours.

4.2 Key Performance Indicators – (0 not compliant, 1 compliant)

KPI's	Scoring criteria: 1- compliant, 0 -non-compliant				
	Dates	Dates			
Delivery on Time & In Full					
Visible Expiry Date					
Packaging					

Delivery Schedule

The supplier is to note that Bakery products are to be delivered weekly to Matla Power Station as per the Order and schedule provided by the purchaser.

Packaging of Bakery Products

All supplied Bakery products shall be dated, labelled, packaged and marked in way that are to be easily identifiable. And also the Bakery products shall be packaged in such a manner that they may be easily transported and stored without resulting in damage to the products. This includes preventing damage due to wetness.

Constraints at the delivery place and place of use

Deliveries must be directed to Stores Building, Matla Power Station Generation warehouse or as directed by the purchaser.

Cooperating with Others

Supplier should cooperate with all Matla Power Station procedures and other suppliers that contracted by Matla power station during delivery. Supplier to confirm delivery time and date with the purchaser 12 hours prior to delivery to allow the purchaser to arrange access and to schedule all deliveries accordingly and to inform Stores of the delivery, in order to arrange for the offloading of the goods.

Management meetings

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

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

Documentation control

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

Health and safety risk management

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

Environmental constraints and management

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

Quality

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

Invoicing and payment

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- The words 'TAX INVOICE'
- Name, address and VAT registration number of supplier.
- *Name, address and VAT registration number of recipient.
- Eskom's name has to be reflected as **Eskom Holdings SOC Ltd.**
- Eskom's VAT number 4740101508.
- Tax Invoice number and date issued.
- A full proper description of the goods and/or services supplied.
*The quantity or volume of goods or services supplied.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- With effect from 16 November 2014, send all invoices in PDF straight from your system to an Eskom email address (see email addresses below) and copy the purchaser.
- If there is Cost Price Adjustment (CPA) on your invoice we require that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done or there is incorrect information on the invoice or delivery note the invoice will be parked and the system will automatically send an e-mail to the end user or supplier to do the goods receipt or to correct the invoice or delivery note. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email addresses for invoice submission:

Local Eskom invoices: invoiceseskomlocal@eskom.co.za

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

Refer to Station Specific information Item 22.13.

- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:
 - Tel: 011 800 5060
 - e-mail: fss@eskom.co.za

PLEASE NOTE

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

Contract change management

Any major Scope change or amendments will be dealt with as per section 6 of the contract core clauses.

Cataloguing requirements by the *Supplier*

Where applicable Material numbers need to be clearly visible on item and invoice.
Data Capturing Forms are part of the returnables at completion of spares manufacturing.

List of drawings

Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

As per price list
