



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 AND FROZEN PRODUCTS
TO MATLA POWER STATION FOR 24 MONTHS ON AN "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 FRESH AND FROZEN 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)

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: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 3808
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	Matsebela Mosoatsi
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]

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

11.2(13)	The <i>goods</i> are	Supply and delivery of frozen goods	
11.2(13)	The <i>services</i> are	N/A	
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	5 days	
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:	<i>goods and services</i>	<i>delivery date</i>
		1 [•]	During the contract period
		2 [•]	[•]
		3 [•]	[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	[•] weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	[•] weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	The date when the defect is noticed	
43.2	The <i>defect correction period</i> is	24 hours after notification of the defect	
42.2	The <i>defects access period</i> is	[60] 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	between the [•] day of each successive month.	

51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•] 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	N/A
		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 Purchaser's property the applicable deductible as at contract date

- 88.3 The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* 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 *Supplier's* total liability to the *Purchaser*, 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 *end of liability date* is **[•] years after Delivery of the whole of the goods and services.**

9 Termination and dispute resolution

94.1 The *Adjudicator* 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).**

Will be appointed when a dispute arise

- Address **[•]**
- Tel No. **[•]**
- Fax No. **[•]**
- e-mail **[•]**

94.2(3) The *Adjudicator nominating body* 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 *tribunal* is: **arbitration**

94.4(5) The *arbitration procedure* 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 **the Chairman for the time being or his**

	- if the arbitration procedure does not state who selects an arbitrator, is	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.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		[•]	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	
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
	e-mail	[•]	
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
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 *Supplier*, 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 *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the Purchaser

87

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

INSURANCE TABLE B

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

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

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 2010³ as follows:

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

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

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

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

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

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>. <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.

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

Preliminaries and General				
	Unit	QTY	Rate	Amount
Office Overheads Costs	Monthly	24		
Meeting all SHEQ Requirements	Yearly	2		
ITEM DESCRIPTION	BRAND	SIZE	EST QTY	Amount
PASTRY PHYLLO 500G CASE 20			100	
BREAD PITTA 6's CTN 24			750	
TRAMEZZINNI THIN OTH 5 X 8PCT CASE			1000	
APPLE MINI TURNOVER	RICHIS	150 X 110G	500	
CHOC CHIP TWISTER	READI BAKE	50 X110G	500	
CROISSANTS MEDIUM	READI BAKE	100X60G	250	
CROISSANTS MINI	READI BAKE	200X25G	200	
BREAD FLAT CHILLI &ONION	RICHIS	20X290G	500	
BREAD FLAT ROSEMARY	RICHIS	20X290G	500	
BREAD FLAT PLAIN	RICHIS	20X290G	500	
BREAD FLAT SUNDRIED TOMATO & OREGANO	RICHIS	20X290G	500	
DANISH APPLE	RICHIS	50X85G	200	
DANISH CHEESE	RICHIS	50X85G	200	
DANISH CHERRY	RICHIS	50X85G	200	
DANISH CUSTARD	RICHIS	50 X85G	200	
DANISH STRAWBERRY	RICHIS	51 X85G	200	
DONUTS HOMESTYLE RING	RICHIS	84X60G	200	
MUFFIN (INDIVIDUAL WRAPPED)CAMEL	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)BLUE BERRY	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)CAPPICIN CHOC CHIPS	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)DOUBLE CHOCOLATE	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)LEMON POPPY SEEDS	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)ASSORTED MIXED	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)RAISAINS BRAN	RICHIS	48X72G	1000	
MUFFIN (INDIVIDUAL WRAPPED)SUNBURST ORANGE	RICHIS	48X72G	1000	
PUFF MINI BEEF	RICHIS	48X72G	300	
PUFF MINI CHEESE	RICHIS	64X120G	300	
PUFF MINI CUSTARD	RICHIS	120X40G	200	
PUFF MINI SPINACH EMMERTALERS	RICHIS	120X40G	200	
DESSERT TOPPING CLASSIQUE MEADOWLAND	MEADOWLAND	1LITRE	200	

DESSERT TOPPING DELIGHT	MEADOWLAND	1LITRE	200	
ICE CREAM VANILLA	DAIRY MAID	5 LITRES	100	
ICE CREAM NAPOLITANA	DAIRY MAID	5 LITRES	100	
ICE CREAM STRAWBERRY	DAIRY MAID	5 LITRES	100	
ICE CREAM CHOCOLATE	DAIRY MAID	5 LITRES	100	
HAKE FILLETS 4/6 PER KG NAMIBIA		5KG	3000	
HAKE FILLETS 6/8 PER KG NAMIBIA		5KG	0	
HAKE FILLETS 8/10 PER KG NAMIBIA			0	
KINGKILP FILLETS 180G - 350G	180G -350G		750	
SNOEK MILD CURED		10KG	250	
YELLOWTAIL FILLETS		10KG	100	
ANGELFISH PORTIONS(250G-280G) OYH 15 PORT			50	
ANGELFISH PORTIONS(280G-320G) OYH 15 PORT			50	
CARDINAL PORTIONS (250-280G) OTH 15 PORT			0	
CARDINAL PORTIONS (280-320G) OTH 15 PORT			0	
DORADO PORTIONS (250-280G) OTH 15 PORT			0	
DORADO PORTIONS (280-320G) OTH 15 PORT			0	
KABELJOU PORTIONS(250G-280G) OTH 15 PORT			0	
KABELJOU PORTIONS(280G-320G) OTH 15 PORT			0	
KINGKLIP PORTIONS (280-320G)OTH 15			0	
KINGKLIP PORTIONS (180-220G)OTH 15			1500	
KINGKLIP PORTIONS (220-250G)OTH 15			0	
KINGKLIP PORTIONS (250-280G)OTH 16			0	
MARLIN PORTIONS (280-320)OTH 15 PORT			0	
SALMON NORW PORTION (280-320G) OTH 15			1000	
SQUID SALT AND PEPPER 3X 1KG	PACIFIC WEST		0	
TEMPURA CALAMARI NATURAL	PACIFIC WEST	5KG	100	
TEMPURA FISH FILLETS 115G	PACIFIC WEST	5KG	50	
HAKE BATTERED PORT AA 240X 50G	SEA HARVEST	5KG	500	
SALMON SMOKED SLICED SIDE			100	
SMOKED TROUT TRIO PACK			100	
SALMON TROUT WHOLE			100	
SNOEK SMOKED PRESENTATION OTH 1KG		1KG	100	
TROUT FILL PEPP SMOKED OTH 12X 2 KG		12 X2KG	100	
SALMON CANADIAN WHOLE		3-4KG	10	
KINGCLIPP WHOLE LING XL OTH		20KG	10	
SALMON WHOLE NORWGIAN		2 -3 KG	10	
HAKE BABY WHOLE	SEA HARVEST	5 KG	100	
CRAB MEAT		500G	50	
MARINARA MIXED OTH 300G CASE 40		300G	50	
SHRIMP COOKED OTH 300G CASE 440		300G	20	
PASTA RAVIOLI CHEESE		1KG	100	
PASTA RAVIOLI MEAT		1KG	100	
CHIPS POTATO LIGHT 10MM 2.5KG		10 KG	1500	

CHIPS CHOICE (10MM) 10MM 2.5KG	MCCAIN	10 KG	500	
POTATO HASH BROWN 1.36KG	MCCAIN	11 KG	150	
CHIPS CHOICE (10MM) 4 X 2.5KG	NATURES CHOICE	10KG	0	
CHIPS REST (10MM) 4 X 2.5KG	NATURES CHOICE	10KG	0	
CHIPS REST (7MM) 4 X 2.5KG	NATURES CHOICE	10KG	0	
TURKEY BREAST FILLET		20KG	15	
TURKEY THIGHS ROLLS		12KG	50	
TURKEY WHOLE 3- 4 KG		1 KG	50	
TURKEY BREAST FILLETS +/- 17 KG		1 KG	50	
PIE UNBAKED CHICKEN AND MUSHROOMS 24 X 60G	MA BAKERS	BOX	2000	
PIE UNBAKED CORNISH 18 X 160G	MA BAKERS	BOX	2000	
PIE UNBAKED PEPPER STEAK 24 X 160G	MA BAKERS	BOX	3000	
PIE UNBAKED SAUSAGE ROLLS 24 X 160G	MA BAKERS	BOX	3000	
PIE UNBAKED STEAK & KIDNEY 24 X 160G	MA BAKERS	BOX	3000	
PIE XMAS MINCE 24 X 160G	MA BAKERS	BOX	1000	
PUFF PASTRY 2 KG	MA BAKERS	2 KG	100	
PIE UN BAKED SPINACH AND FETA 24'S	MAGPIE		2000	
POTATO CHEESE BALL MAMA'S 100 X30G	MAMA'S		500	
PUFF PASTRY MAMA'S 20 X400G			200	
PIE UNBAKED SPINACH AND FETA 36'S	PIEMAN		500	
PRAWN BLACK TIGER (4/6) OTH 800G	SEAFROST	KG	500	
PRAWN MEAT 10/20 PCT SEAFROST	SEAFROST	KG	200	
BEEF WELLINGTON DINNER MATE 80'S CASE	DINNER MATE	BOX	200	
MEAT BALLS COCKTAIL DINNER MATE 200'S CASE	DINNER MATE	BOX	200	
RIBS COCKTAIL MARINATED DINNER MATE	DINNER MATE	5 KG	250	
VIENNA WRAPPED IN BACON 100'S	DINNER MATE		500	
SAMOOSA VEGETABLE COCKTAIL 100'S	NEW DEHLI		500	
SAMOOSA BEEF MINCE COCKTAIL 100'S	NEW DEHLI		1000	
SAMOOSA CHEESE AND ONION COCKTAIL 100'S	NEW DEHLI		1000	
SAMOOSA CHICKEN COCKTAIL 100'S	NEW DEHLI		1000	
CHEESE BALLS SIMPLY GOURMENT 60X 30G	SIMPLY GOURMENT		1000	
CHEESE HALLOUMI CRUMBED 60X 30G	SIMPLY GOURMENT		1000	
CHEESE PUFFS SIMPLY GOURMENT 60X 30G	SIMPLY GOURMENT		1000	
CHICKEN GORDEN BLEU MINI	SIMPLY GOURMENT		1000	
CHICKEN SATAY FULL SIZE	SIMPLY GOURMENT		1000	
CHICKEN WINGS HONEY	SIMPLY GOURMENT	1.2KG	500	
CHICKEN WINGS SPICY	SIMPLY GOURMENT		500	
BUFFALO WINGS	SIMPLY GOURMENT		200	
DOULMATHES MEAT 80'S	SIMPLY		50	

	GOURMENT			
DOULMATHES VEGETABLE 80'S	SIMPLY GOURMENT		50	
GREEK MEAT BALLS 60'S	SIMPLY GOURMENT		500	
KEBABS CHICKEN COCKTAIL 60'S	SIMPLY GOURMENT		200	
KEBABS KINGCLIPP COCKTAIL 60'S	SIMPLY GOURMENT		200	
KEBABS LAMB COCKTAIL 50X 40G	SIMPLY GOURMENT		200	
KEBABS RUMP COCKTAIL 50X 40G	SIMPLY GOURMENT		200	
KOFTA LAMB COCKTAIL 50X 40G	SIMPLY GOURMENT		200	
PASTRY VOL-AU-VENT 60X 25G	SIMPLY GOURMENT		300	
PITA POCKETS 46X10G	SIMPLY GOURMENT		750	
PIZZA MINI CHEESE 40'S 5X30G	SIMPLY GOURMENT		750	
QUICHE ASPARAGUS MINI 60X 20G	SIMPLY GOURMENT		750	
QUICHE BILT/PUMPKIN 50'S	SIMPLY GOURMENT		750	
QUICHE BOBOTIE MINI 60'S	SIMPLY GOURMENT		500	
QUICHE CHICKEN AND MUSHROOM 60'S	SIMPLY GOURMENT		500	
QUICHE MUSH & HADDOCK 60X25G	SIMPLY GOURMENT		500	
QUICHE ROAST TOMATO 60'S	SIMPLY GOURMENT		500	
QUICHE SAVOURY 60X 28G	SIMPLY GOURMENT		500	
QUICHE SPINACH 60X25G	SIMPLY GOURMENT		500	
SAMOOSA LAMB MINI 60'S	SIMPLY GOURMENT		500	
SAMOOSA BEEF MINI 80'S	SIMPLY GOURMENT		500	
SAMOOSA CHEESE MINI 60'S	SIMPLY GOURMENT		500	
SAMOOSA CHICKEN MINI 60'S	SIMPLY GOURMENT		500	
SAMOOSA VEGETABLES MINI 60'S	SIMPLY GOURMENT		500	
SAUSAGE ROLL CHICKEN COCKTAIL 50X100GR	SIMPLY GOURMENT		500	
SCHNITZEL CHICKEN 50X 100G	SIMPLY GOURMENT		150	
SPRINGBOK BEEF 50 X 25G	SIMPLY GOURMENT		250	
SPRINGBOK CHICKEN 50 X 25G	SIMPLY GOURMENT		250	
SPRINGBOK POT/COR 50 X 25G	SIMPLY GOURMENT		250	
SPRINGBOK PRAWN & TAIL 50 X 25G	SIMPLY GOURMENT		300	

SPRINGBOK SHRIMP 50 X 25G	SIMPLY GOURMENT		300	
SPRINGBOK VEGETABLES 50 X 25G	SIMPLY GOURMENT		250	
BABY MARROW ROUNDELS	MCCAINS	6 X 1KG	1500	
BEANS SLICED	MCCAINS	4X 2.5KG	1500	
BROCCOLI & CAULIFLOWER	MCCAINS	8 X1KG	1000	
BROCCOLI FLORETS	MCCAINS	6 X1KG	1000	
BRUSSELS SPROUTS	MCCAINS	6 X1KG	100	
BUTTERNUT	MCCAINS	6 X1KG	1500	
CARROTS DICED	MCCAINS	6 X1KG	500	
CARROTS BABY	MCCAINS	6 X1KG	1500	
CARROTS ROUNDELS	MCCAINS	6 X1KG	1200	
CAULIFLOWER	MCCAINS	6 X1KG	1200	
CORN CUT	MCCAINS	4 X2.5KG	500	
PEAS	MCCAINS	4 X2.5KG	500	
PEAS & CORN	MCCAINS	6 X1KG	500	
PUMPKINS CHUNKS	MCCAINS	6X1KG	1500	
SPINACH CHOPPED	MCCAINS	12 X1KG	2000	
SPINACH CREAMED	MCCAINS	12 X1KG	2000	
VEGETABLES MIXED	MCCAINS	12 X1KG	1000	
VEGETABLES MIXED CHUNKY	MCCAINS	4 X2.5KG	1000	
VEGETABLES MIXED COUNTRY	MCCAINS	4 X2.5KG	1000	
VEGETABLES FROZEN MIXED	MCCAINS	4 X2.5KG	1000	
VEGETABLES STIR FRY HAWAIAN	MCCAINS	6 X 1KG	1000	
VEGETABLES STIR FRY FRENCH	MCCAINS	6 X 1KG	500	
ICE CREAM VANILLA		5 LITRES	75	
ICE CREAM F/C CHOCOLATE		5 LITRES	75	
ICE CREAM F/C STRAWBERRY		5 LITRES	75	
ICE CREAM SORBET KIWI		5 LITRES	30	
ICE CREAM SORBET LEMON		5 LITRES	30	
ICE CREAM MANGO		5 LITRES	20	
CHEESE EMMENTAL SWISS		KG	25	
CHEESE CHEDDAR LOAF		KG	800	
CHEESE MOZZARELLA LOAF		KG	100	
CHEESE GOUDA LOAF		KG	500	
CHEESE CHEDDAR GRATED		KG	250	
CHEESE MOZARRELLA		KG	200	
CHEESE FETA		KG	250	
CHEESE BLUE PORTION		125G	100	
CHEESE BRIE WEDGES		125G	100	
CHEESE CAMMEBERT		125G	100	
CHEESE HALLOUMI		KG	50	
CHEESE CHEESE BOARD PORTIONS		KG	50	
CHEESE PARMESSAN GRATED		KG	100	
CHEESE COTTAGE CHUNKY		KG	50	
CHEESE MASCARPONE		KG	50	
CHEESE CREAM SMOOTH		KG	100	
MARGERINE PORTION YELLOW 8G		BOX	50	

MARGERINE MEDIUM FAT BRICK		500G	6000	
BUTTER BRICK		500G	1000	
BUTTER PORTION MINI TUBS		8G	2100	
BUTTER SALTED		500G	1000	
BUTTER UNSALTED		500G	1000	
BUTTER PORTION FOIL MINI PATS		8G	1200	
YOGHURT LOW FAT PLAIN		150G	1200	
YOGHURT FULL CREAM PLAIN		150G	1500	
YOGHURT FULL CREAM FLAVOURED		150G	1500	
YOGHURT LOW FAT FLAVOURED		150G	1500	
YOGHURT LOW FAT PLAIN		5 LITRES	100	
YOGHURT FULL CREAM FLAVOURED		5 LITRES	100	
YOGHURT LOW FLAT FLAVOURED		5 LITRES	100	
YOGHURT LOW FAT PLAIN		175ML	500	
YOGHURT FULL CREAM PLAIN		175ML	500	
YOGHURT FULL CREAM FLAVOURED ASSORTED		175ML	2000	
CARROTS JULLIENE	MCCAIN	6 X 1 KG	900	
HAM SANDWICH LOAF		3 KG	500	
BACON SHOULDER	FREYS		1200	
POLONY FRENCH WHOLE	FREYS	2.5KG	100	
RUSSIANS FOOTLONG WITH CHEESE	FREYS	2.5KG	250	
RUSSIANS FOOTLONG WITHOUT CHEESE	FREYS	2.5KG	250	
RUSSIAN CATERING SHORT	FREYS	1 KG	1500	
TOPPING CLASSIQUE	MEADOWLAND		200	
CHICKEN LEG QUARTES	RAINBOW	10KG	1500	
CHICKEN THIGHS	RAINBOW	10KG	1000	
CHICKEN BREAST NO SKIN	RAINBOW	10KG	500	
CHICKEN WINGS	RAINBOW	10KG	1000	
CHICKEN DRUMSTICKS	RAINBOW	10KG	1000	
DESSERT CAKE MOZART CAKE	CHATEAU CATEAUX	24CM	200	
DESSERT CARAMEL MOZART	CHATEAU CATEAUX	24CM	200	
DESSERT RED VELVET CAKE	CHATEAU CATEAUX	24CM	200	
DESSERT , CARAMEL VELVET CAKE	CHATEAU CATEAUX	24CM	200	
DESSERT SRAWBERRY CHEESECAKE Individual	CHATEAU CATEAUX	IND	600	
DESSERT APPLE CRUMBLE TART Individual	CHATEAU CATEAUX	IND	600	
DESSERT DOUBLE DECK	CHATEAU CATEAUX	IND	600	
DESSERT MISSISIPIE PIE Individual	CHATEAU CATEAUX	IND	600	

ESKOM HOLDINGS SOC Ltd
CONTRACT TITLE

CONTRACT NUMBER _____

The total of the Prices

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

When the document is complete, insert a 'Table of Contents'. To do this go to: Reference, → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained. Alternatively just update the table below when the drafting of the Goods Information is complete by clicking on 'References' then 'Update Table' then 'Update entire table'

Part 3: Scope of Work	8
C3.1: <i>Purchaser's</i> Goods Information	9
1	Overview and purpose of the <i>goods</i> and <i>services</i> 10
2	Specification and description of the <i>goods</i> 10
2.1	<i>Purchaser's</i> design 19
2.2	Procedure for submission and acceptance of <i>Supplier's</i> design 19
2.3	Other requirements of the <i>Supplier's</i> design 19
2.4	Use of <i>Supplier's</i> design 19
2.5	Manufacture & fabrication 19
2.6	Factory acceptance testing (FAT) 19
2.7	Other tests and inspections and commissioning in place of use 19
2.8	Operating manuals and maintenance schedules 20
3	Supply Requirements 20
4	Specification of the <i>services</i> to be provided 20
5	Constraints on how the <i>Supplier</i> Provides the Goods 20
5.1	Programming constraints 20
5.2	Work to be done by the Delivery Date 20
5.3	Marking the <i>goods</i> 20
5.4	Constraints at the delivery place and place of use 20
5.5	Cooperating with Others 21
5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i> 21
5.7	Management meetings 21
5.8	Documentation control 22
5.9	Health and safety risk management 22
5.10	Environmental constraints and management 22
5.11	Quality 22
5.12	Invoicing and payment 22
5.13	Insurance provided by the <i>Purchaser</i> 23
5.14	Contract change management 23
5.15	Provision of bonds and guarantees 23
5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> 23
6	Procurement 23
6.1	Subcontracting 23
6.1.1	Preferred subcontractors 23
6.1.2	Limitations on subcontracting 23
6.1.3	Spares and consumables 23
6.1.4	Other requirements related to procurement 24
6.1.5	Cataloguing requirements 24
7	List of drawings 24
7.1	Drawings issued by the <i>Purchaser</i> 24
C3.2	<i>Supplier's</i> Goods Information xxv

Overview and purpose of the *goods and services*

The supply and delivery of FROZEN PRODUCTS items on an “as and when” required basis for a period of 2 years to Matla Power Station Canteen

Specification and description of the *goods*

Matla Power Station intends to enter into a contract with a reputable supplier for Supply and delivery of Frozen Food products on as and when required for the period of 2 years at Matla Power Station

Description Of Goods

The supply and delivery of FROZEN PRODUCTS items on an “as and when” required basis for a period of 2 years to Matla Power Station Canteen

Specifications

Production of Perishable Food

Frozen Food products is a perishable foodstuff, therefore all steps in the production process, including packaging, storage and delivery, shall be performed with no unnecessary delay and under conditions that preclude the possibility of contamination, deterioration, or development of pathogenic and spoilage micro-organisms.

Frozen Food products which is not meeting minimum standard of human consumption will be sent back.

All Frozen products delivered must comply to the following:

1. Delivery date and expiry date on the package
2. No meat will be accepted in a soiled box or leaking blood.
3. Refrigerated vehicle OR low temperature vehicle for fresh meat.
4. Frozen Items not Defrosted

Supply requirement

Upon commencement of the contract, a tailored schedule will be issued to the Contractor, it is of the utmost importance that the schedule is adhered to. Non-adherence to the schedule will cause poor planning in the kitchen; this will result in a penalty as stated elsewhere in the contracts information.

The schedule will inform on specific delivery days for items as well the frequency of delivery. Any delays in meeting scheduled times must be communicated timeously to the service manager.

A copy of drivers competence for the vehicle- driver’s license to be submitted before commencement of contract

Specification of the services to be provided

The Service Manager, or her representative, is the only person who can make a request for service. This will be formally communicated to the Contractor by issuing a Task/Purchase Order for the delivery of items.

Task/Purchase Order will be issued on a weekly basis.

Any additional request for delivery must be followed up with a formal Task Order for that specific request.

Compliance requirements

1. Health Act No 61 of 2003 Regulations
2. Local Municipality Regulations (have certificate of acceptability).
3. Occupational Health and Safety Act, 1993 (Act No.85 of 1993).SANS 10049:2019ED5
4. Health Act, Food and Cosmetic Act, R918 facilities regulation
Audits

It is expected that the Contractor's Distributors should conduct Hygiene Assessments or Hygiene Audits at a predestined frequency.
Reports, findings as well as ratings should be provided to the Service Manager on request.
All findings should be closed out speedily and proof provided to the Service Manager.

Pest Control

Contractor's warehouse and/or distributors warehouse must conduct pest control by a registered pest control operator (PCO).
All Pest Control reports should be submitted to the Service Manager on a quarterly basis for record keeping.

Delivery Requirements

Vehicles used for the transportation shall be clean, free from any odours, easy to clean, weatherproof, and must be a vehicle with refrigeration. The refrigeration unit shall be adequate to maintain the Frozen Food products at the required temperature (-5 Degree to 0 degree to maintain the frozen food items at the required temperature). No Frozen Foods will be loaded on an open and unrefrigerated vehicle.
A purchase order will be issued to the supplier with the required items and quantities.

Delivery Time Frames

Deliveries will be once a week between Monday and Thursday
Monday to Thursday deliveries to arrive not later than 15h00
Friday deliveries to arrive 5 before 10h00 (prearrangement required)

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.

Contractor Emergency Contact Person:

Name:

Emergency contact number:

Penalty for late deliveries.

A timeous delivery is of the utmost importance, and it is expected from the successful tenderer to treat any orders received as a priority and to ensure that deliveries are affected on time, refer to clause X7.

Inspections

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

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

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

ITEM DESCRIPTION	BRAND	SIZE	EST QTY
PASTRY PHYLLO 500G CASE 20			100
BREAD PITTA 6's CTN 24			750
TRAMEZZINI THIN OTH 5 X 8PCT CASE			1000
APPLE MINI TURNOVER	RICHIS	150 X 110G	500
CHOC CHIP TWISTER	READI BAKE	50 X110G	500
CROISSANTS MEDIUM	READI BAKE	100X60G	250
CROISSANTS MINI	READI BAKE	200X25G	200
BREAD FLAT CHILLI & ONION	RICHIS	20X290G	500
BREAD FLAT ROSEMARY	RICHIS	20X290G	500
BREAD FLAT PLAIN	RICHIS	20X290G	500
BREAD FLAT SUNDRIED TOMATO & OREGANO	RICHIS	20X290G	500
DANISH APPLE	RICHIS	50X85G	200
DANISH CHEESE	RICHIS	50X85G	200
DANISH CHERRY	RICHIS	50X85G	200
DANISH CUSTARD	RICHIS	50 X85G	200
DANISH STRAWBERRY	RICHIS	51 X85G	200
DONUTS HOMESTYLE RING	RICHIS	84X60G	200
MUFFIN (INDIVIDUAL WRAPPED)CAMEL	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)BLUE BERRY	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)CAPPICIN CHOC CHIPS	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)DOUBLE CHOCOLATE	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)LEMON POPPY SEEDS	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)ASSORTED MIXED	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)RAISAINS BRAN	RICHIS	48X72G	1000
MUFFIN (INDIVIDUAL WRAPPED)SUNBURST ORANGE	RICHIS	48X72G	1000
PUFF MINI BEEF	RICHIS	48X72G	300
PUFF MINI CHEESE	RICHIS	64X120G	300
PUFF MINI CUSTARD	RICHIS	120X40G	200
PUFF MINI SPINACH EMMERTALERS	RICHIS	120X40G	200
DESSERT TOPPING CLASSIQUE MEADOWLAND	MEADOWLAND	1LITRE	200
DESSERT TOPPING DELIGHT	MEADOWLAND	1LITRE	200
ICE CREAM VANILLA	DAIRY MAID	5 LITRES	100
ICE CREAM NAPOLITANA	DAIRY MAID	5 LITRES	100
ICE CREAM STRAWBERRY	DAIRY MAID	5 LITRES	100
ICE CREAM CHOCOLATE	DAIRY MAID	5 LITRES	100
HAKA FILLETS 4/6 PER KG NAMIBIA		5KG	3000
HAKA FILLETS 6/8 PER KG NAMIBIA		5KG	0
HAKA FILLETS 8/10 PER KG NAMIBIA			0
KINGKILP FILLETS 180G - 350G	180G -350G		750
SNOEK MILD CURED		10KG	250
YELLOWTAIL FILLETS		10KG	100
ANGELFISH PORTIONS(250G-280G) OYH 15 PORT			50
ANGELFISH PORTIONS(280G-320G) OYH 15 PORT			50
CARDINAL PORTIONS (250-280G) OTH 15 PORT			0
CARDINAL PORTIONS (280-320G) OTH 15 PORT			0
DORADO PORTIONS (250-280G) OTH 15 PORT			0

DORADO PORTIONS (280-320G) OTH 15 PORT			0
KABELJOU PORTIONS(250G-280G) OTH 15 PORT			0
KABELJOU PORTIONS(280G-320G) OTH 15 PORT			0
KINGKLIP PORTIONS (280-320G)OTH 15			0
KINGKLIP PORTIONS (180-220G)OTH 15			1500
KINGKLIP PORTIONS (220-250G)OTH 15			0
KINGKLIP PORTIONS (250-280G)OTH 16			0
MARLIN PORTIONS (280-320)OTH 15 PORT			0
SALMON NORW PORTION (280-320G) OTH 15			1000
SQUID SALT AND PEPPER 3X 1KG	PACIFIC WEST		0
TEMPURA CALAMARI NATURAL	PACIFIC WEST	5KG	100
TEMPURA FISH FILLETS 115G	PACIFIC WEST	5KG	50
HAKE BATTERED PORT AA 240X 50G	SEA HARVEST	5KG	500
SALMON SMOKED SLICED SIDE			100
SMOKED TROUT TRIO PACK			100
SALMON TROUT WHOLE			100
SNOEK SMOKED PRESENTATION OTH 1KG		1KG	100
TROUT FILL PEPP SMOKED OTH 12X 2 KG		12 X2KG	100
SALMON CANADIAN WHOLE		3-4KG	10
KINGCLIPP WHOLE LING XL OTH		20KG	10
SALMON WHOLE NORWGIAN		2 -3 KG	10
HAKE BABY WHOLE	SEA HARVEST	5 KG	100
CRAB MEAT		500G	50
MARINARA MIXED OTH 300G CASE 40		300G	50
SHRIMP COOKED OTH 300G CASE 440		300G	20
PASTA RAVIOLI CHEESE		1KG	100
PASTA RAVIOLI MEAT		1KG	100
CHIPS POTATO LIGHT 10MM 2.5KG		10 KG	1500
CHIPS CHOICE (10MM) 10MM 2.5KG	MCCAIN	10 KG	500
POTATO HASH BROWN 1.36KG	MCCAIN	11 KG	150
CHIPS CHOICE (10MM) 4 X 2.5KG	NATURES CHOICE	10KG	0
CHIPS REST (10MM) 4 X 2.5KG	NATURES CHOICE	10KG	0
CHIPS REST (7MM) 4 X 2.5KG	NATURES CHOICE	10KG	0
TURKEY BREAST FILLET		20KG	15
TURKEY THIGHS ROLLS		12KG	50
TURKEY WHOLE 3- 4 KG		1 KG	50
TURKEY BREAST FILLETS +/- 17 KG		1 KG	50
PIE UNBAKED CHICKEN AND MUSHROOMS 24 X 60G	MA BAKERS	BOX	2000
PIE UNBAKED CORNISH 18 X 160G	MA BAKERS	BOX	2000
PIE UNBAKED PEPPER STEAK 24 X 160G	MA BAKERS	BOX	3000
PIE UNBAKED SAUSAGE ROLLS 24 X 160G	MA BAKERS	BOX	3000
PIE UNBAKED STEAK & KIDNEY 24 X 160G	MA BAKERS	BOX	3000
PIE XMAS MINCE 24 X 160G	MA BAKERS	BOX	1000
PUFF PASTRY 2 KG	MA BAKERS	2 KG	100
PIE UN BAKED SPINACH AND FETA 24'S	MAGPIE		2000
POTATO CHEESE BALL MAMA'S 100 X30G	MAMA'S		500

PUFF PASTRY MAMA'S 20 X400G			200
PIE UNBAKED SPINACH AND FETA 36'S	PIEMAN		500
PRAWN BLACK TIGER (4/6) OTH 800G	SEAFROST	KG	500
PRAWN MEAT 10/20 PCT SEAFROST	SEAFROST	KG	200
BEEF WELLINGTON DINNER MATE 80'S CASE	DINNER MATE	BOX	200
MEAT BALLS COCKTAIL DINNER MATE 200'S CASE	DINNER MATE	BOX	200
RIBS COCKTAIL MARINATED DINNER MATE	DINNER MATE	5 KG	250
VIENNA WRAPPRED IN BACON 100'S	DINNER MATE		500
SAMOOSA VEGETABLE COCKTAIL 100'S	NEW DEHLI		500
SAMOOSA BEEF MINCE COCKTAIL 100'S	NEW DEHLI		1000
SAMOOSA CHEESE AND ONION COCKTAIL 100'S	NEW DEHLI		1000
SAMOOSA CHICKEN COCKTAIL 100'S	NEW DEHLI		1000
CHEESE BALLS SIMLPY GOURMENT 60X 30G	SIMPLY GOURMENT		1000
CHEESE HALLOUMI CRUMBED 60X 30G	SIMPLY GOURMENT		1000
CHEESE PUFFS SIMLPY GOURMENT 60X 30G	SIMPLY GOURMENT		1000
CHICKEN GORDEN BLEU MINI	SIMPLY GOURMENT		1000
CHICKEN SATAY FULL SIZE	SIMPLY GOURMENT		1000
CHICKEN WINGS HONEY	SIMPLY GOURMENT	1.2KG	500
CHICKEN WINGS SPICY	SIMPLY GOURMENT		500
BUFFALO WINGS	SIMPLY GOURMENT		200
DOULMATHES MEAT 80'S	SIMPLY GOURMENT		50
DOULMATHES VEGETABLE 80'S	SIMPLY GOURMENT		50
GREEK MEAT BALLS 60'S	SIMPLY GOURMENT		500
KEBABS CHICKEN COCKTAIL 60'S	SIMPLY GOURMENT		200
KEBABS KINGCLIPP COCKTAIL 60'S	SIMPLY GOURMENT		200
KEBABS LAMB COCKTAIL 50X 40G	SIMPLY GOURMENT		200
KEBABS RUMP COCKTAIL 50X 40G	SIMPLY GOURMENT		200
KOFTA LAMB COCKTAIL 50X 40G	SIMPLY GOURMENT		200
PASTRY VOL-AU-VENT 60X 25G	SIMPLY GOURMENT		300
PITA POCKETS 46X10G	SIMPLY GOURMENT		750
PIZZA MINI CHEESE 40'S 5X30G	SIMPLY GOURMENT		750
QUICHE ASPARAGUS MINI 60X 20G	SIMPLY GOURMENT		750
QUICHE BILT/PUMPKIN 50'S	SIMPLY GOURMENT		750
QUICHE BOBOTIE MINI 60'S	SIMPLY GOURMENT		500

QUICHE CHICKEN AND MUSHROOM 60'S	SIMPLY GOURMENT		500
QUICHE MUSH & HADDOCK 60X25G	SIMPLY GOURMENT		500
QUICHE ROAST TOMATO 60'S	SIMPLY GOURMENT		500
QUICHE SAVOURY 60X 28G	SIMPLY GOURMENT		500
QUICHE SPINACH 60X25G	SIMPLY GOURMENT		500
SAMOOSA LAMB MINI 60'S	SIMPLY GOURMENT		500
SAMOOSA BEEF MINI 80'S	SIMPLY GOURMENT		500
SAMOOSA CHEESE MINI 60'S	SIMPLY GOURMENT		500
SAMOOSA CHICKEN MINI 60'S	SIMPLY GOURMENT		500
SAMOOSA VEGETABLES MINI 60'S	SIMPLY GOURMENT		500
SAUSAGE ROLL CHICKEN COCKTAIL 50X100GR	SIMPLY GOURMENT		500
SCHNITZEL CHICKEN 50X 100G	SIMPLY GOURMENT		150
SPRINGBOK BEEF 50 X 25G	SIMPLY GOURMENT		250
SPRINGBOK CHICKEN 50 X 25G	SIMPLY GOURMENT		250
SPRINGBOK POT/COR 50 X 25G	SIMPLY GOURMENT		250
SPRINGBOK PRAWN & TAIL 50 X 25G	SIMPLY GOURMENT		300
SPRINGBOK SHRIMP 50 X 25G	SIMPLY GOURMENT		300
SPRINGBOK VEGETABLES 50 X 25G	SIMPLY GOURMENT		250
BABY MARROW ROUNDELS	MCCAINS	6 X 1KG	1500
BEANS SLICED	MCCAINS	4X 2.5KG	1500
BROCCOLI & CAULIFLOWER	MCCAINS	8 X1KG	1000
BROCCOLI FLORETS	MCCAINS	6 X1KG	1000
BRUSSLES SPROUTS	MCCAINS	6 X1KG	100
BUTTERNUT	MCCAINS	6 X1KG	1500
CARROTS DICED	MCCAINS	6 X1KG	500
CARROTS BABY	MCCAINS	6 X1KG	1500
CARROTS ROUNDELS	MCCAINS	6 X1KG	1200
CAULIFLOWER	MCCAINS	6 X1KG	1200
CORN CUT	MCCAINS	4 X2.5KG	500
PEAS	MCCAINS	4 X2.5KG	500
PEAS & CORN	MCCAINS	6 X1KG	500
PUMPKINS CHUNKS	MCCAINS	6X1KG	1500
SPINACH CHOPPED	MCCAINS	12 X1KG	2000
SPINACH CREAMED	MCCAINS	12 X1KG	2000
VEGETABLES MIXED	MCCAINS	12 X1KG	1000
VEGETABLES MIXED CHUNKY	MCCAINS	4 X2.5KG	1000
VEGETABLES MIXED COUNTRY	MCCAINS	4 X2.5KG	1000

VEGETABLES FROZEN MIXED	MCCAINS	4 X2.5KG	1000
VEGETABLES STIR FRY HAWAIAN	MCCAINS	6 X 1KG	1000
VEGETABLES STIR FRY FRENCH	MCCAINS	6 X 1KG	500
ICE CREAM VANILLA		5 LITRES	75
ICE CREAM F/C CHOCOLATE		5 LITRES	75
ICE CREAM F/C STRAWBERRY		5 LITRES	75
ICE CREAM SORBET KIWI		5 LITRES	30
ICE CREAM SORBET LEMON		5 LITRES	30
ICE CREAM MANGO		5 LITRES	20
CHEESE EMMENTAL SWISS		KG	25
CHEESE CHEDDAR LOAF		KG	800
CHEESE MOZZARELLA LOAF		KG	100
CHEESE GOUDA LOAF		KG	500
CHEESE CHEDDAR GRATED		KG	250
CHEESE MOZARRELLA		KG	200
CHEESE FETA		KG	250
CHEESE BLUE PORTION		125G	100
CHEESE BRIE WEDGES		125G	100
CHEESE CAMMEBERT		125G	100
CHEESE HALLOUMI		KG	50
CHEESE CHEESE BOARD PORTIONS		KG	50
CHEESE PARMESSAN GRATED		KG	100
CHEESE COTTAGE CHUNKY		KG	50
CHEESE MASCARPONE		KG	50
CHEESE CREAM SMOOTH		KG	100
MARGERINE PORTION YELLOW 8G		BOX	50
MARGERINE MEDIUM FAT BRICK		500G	6000
BUTTER BRICK		500G	1000
BUTTER PORTION MINI TUBS		8G	2100
BUTTER SALTED		500G	1000
BUTTER UNSALTED		500G	1000
BUTTER PORTION FOIL MINI PATS		8G	1200
YOGHURT LOW FAT PLAIN		150G	1200
YOGHURT FULL CREAM PLAIN		150G	1500
YOGHURT FULL CREAM FLAVOURED		150G	1500
YOGHURT LOW FAT FLAVOURED		150G	1500
YOGHURT LOW FAT PLAIN		5 LITRES	100
YOGHURT FULL CREAM FLAVOURED		5 LITRES	100
YOGHURT LOW FLAT FLAVOURED		5 LITRES	100
YOGHURT LOW FAT PLAIN		175ML	500
YOGHURT FULL CREAM PLAIN		175ML	500
YOGHURT FULL CREAM FLAVOURED ASSORTED		175ML	2000
CARROTS JULLIENE	MCCAIN	6 X 1 KG	900
HAM SANDWICH LOAF		3 KG	500
BACON SHOULDER	FREYS		1200
POLONY FRENCH WHOLE	FREYS	2.5KG	100
RUSSIANS FOOTLONG WITH CHEESE	FREYS	2.5KG	250
RUSSIANS FOOTLONG WITHOUT CHEESE	FREYS	2.5KG	250

RUSSIAN CATERING SHORT	FREYS	1 KG	1500
TOPPING CLASSIQUE	MEADOWLAND		200
CHICKEN LEG QUARTES	RAINBOW	10KG	1500
CHICKEN THIGHS	RAINBOW	10KG	1000
CHICKEN BREAST NO SKIN	RAINBOW	10KG	500
CHICKEN WINGS	RAINBOW	10KG	1000
CHICKEN DRUMSTICKS	RAINBOW	10KG	1000
DESSERT CAKE MOZART CAKE	CHATEAU CATEAUX	24CM	200
DESSERT CARAMEL MOZART	CHATEAU CATEAUX	24CM	200
DESSERT RED VELVET CAKE	CHATEAU CATEAUX	24CM	200
DESSERT , CARAMEL VELVET CAKE	CHATEAU CATEAUX	24CM	200
DESSERT SRAWBERRY CHEESECAKE Individual	CHATEAU CATEAUX	IND	600
DESSERT APPLE CRUMBLE TART Individual	CHATEAU CATEAUX	IND	600
DESSERT DOUBLE DECK	CHATEAU CATEAUX	IND	600
DESSERT MISSISIPIE PIE Individual	CHATEAU CATEAUX	IND	600

Purchaser's design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

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

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

Other requirements of the *Supplier's* design

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

Use of *Supplier's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, if there are any specific requirements they could be stated here.

Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. State whether the tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination. Note, *Supplier* may not restrict *Supply Manager's* right to witness tests per clause 25.2

Other tests and inspections and commissioning in place of use

Describe any other tests and inspections that may be required, specifically in the place of use. If the *Supplier* is to commission the *goods* in the place of use after Delivery, describe the process here. If he is only required to witness and report on the commissioning done by others, this would be included as a service in section 4 below.

Operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

Specification of the services to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery commissioning and monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

Constraints on how the *Supplier* Provides the Goods

Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme.

Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of "delivery" and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute "Delivery", or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery.

Marking the *goods*

If this contract requires the *goods* be paid for before they are brought within the Delivery Place, core clause 71.1 requires that the Goods Information state how the *Supplier* is to "mark" the *goods*

Constraints at the delivery place and place of use

State any constraints on how the *Supplier* is to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and

sequence of work. Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here.

Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Supplier's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* contractor's on a project or design of the *goods* needs to be discussed with Others) details could be given here.

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

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*.

Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties. Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted. Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings. The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided. The following text could be used as a model for this section:

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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

Meetings of a specialist nature 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 manufacture 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

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that 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. State any particular routing requirements but note from SC who issues what to whom.

Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

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

Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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)

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

Insurance provided by the *Purchaser*

First read SC3 Core Clause 84.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

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

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

Procurement Subcontracting

Preferred subcontractors

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

Limitations on subcontracting

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

Spares and consumables

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

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.

Cataloguing requirements by the *Supplier*

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

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

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

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

This section could also be compiled as a separate file.
