



NEC3 Supply Contract (SC3)

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

**and
(Reg No.)**

**for The Supply and delivery of Frozen Food products on
as and when required for the period of 5 years at
Majuba Power Station**

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Enquiry No. MPMAJ10800GX

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The Supply and delivery of Frozen Food products on as and when required for the period of 5 years at Majuba Power Station

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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	
	Vat (15%)	
	The offered total of the Prices inclusive of VAT is	
	Offered price on words	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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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, Majuba Power Station, Private Bag 9001, Volksrust, 2470

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low Performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Thandile Ntsebeza
	Address	Private Bag 9001, Volksrust, 2470
	Tel	017 799 3755
	e-mail	sibiyain@eskom.co.za
11.2(13)	The <i>goods</i> are	The Supply and delivery of Frozen Food products on as and when required for the period of 5 years at Majuba Power Station
11.2(14)	The following matters will be included in the Risk Register	A Risk Register is to be maintained throughout the contract period
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

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

13.3	The <i>period for reply</i> is	Two [2] weeks
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	01 December 2023
4	Testing and defects	
42	The <i>defects date</i> is	1 weeks after Delivery.
43.2	The <i>defect correction period</i> is	4 weeks
42.2	The <i>defects access period</i> is	1 days
5	Payment	
50.1	The <i>assessment interval</i> is	between the 24th 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	Four [4] 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 <i>italics</i> used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. None
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	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
		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.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	Eskom will not provide "free issue" plant or materials for this contract
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<p>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> R15 million (fifteen million Rand) for exposure to Generation Division property; R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property <p>for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.</p>
84.2	The minimum limit of indemnity for	As prescribed by the Compensation for

	insurance in respect of 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 for any one event is:	Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event 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 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).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	As mutually agreed within South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The contract start date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.55	Meat	PPI: Table 1 (Meat and Meat Products)
		0.10	Labour	Seifsa Table C3 (Hourly paid employees)
		0.20	Transport	Seifsa Table L2(A)
		0.15	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of		amount per day
				R250.00 per day for delays in delivery of a complete order
	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.			
X17	Low performance damages			

X17.1	The amounts for low performance damages are:	Stated in the Purchaser's Goods Information
Z	The <i>additional conditions of contract</i> are	
Z1	Cession delegation and assignment	
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .	
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.	
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.	
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .	
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.	
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> 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 <i>Supplier</i> 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 <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i>	

disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.

Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 25.4

Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this

contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z11.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

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- 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.
- Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and 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 Goods and Services for this reason.
- Z 12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
- Z 12.4 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.

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The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	As stated in the contract document	
2. The requirements for transport are	As stated in the contract document	
3. The delivery place is	Majuba Site Kitchen Majuba 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	Included in tendered rates
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	As stated in the contract document
For international procurement if applicable	Undertake export requirements	Supplier
	Undertake import requirements	Supplier
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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

Supplier's liability for damage to the Purchaser's property

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(11)	The tendered total of the Prices is	excluding VAT
11.2(12)	The <i>price schedule</i> is in:	ZAR
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> are	Weeks
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title
C2.1	Pricing assumptions
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*

The Supply and delivery of Frozen Food products on as and when required for the period of 5 years at Majuba Power Station

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

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

Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Material	Material description	UoM	Qty 60 Mnths	Total
0183480	FISH PROCSD:PEPPER MACKEREL;5 KG;FROZEN	5KG	8	
0183481	FISH PROCSD:SALMON;5 KG;SLICED;FROZEN	5KG	8	
0183497	BACON:SHOULDER;BOX, VACUUM SEALED/PACKED 1KG	KG	60	
0183498	BACON:STREAKY;1 KG;FRESH;PLAIN	KG	60	
0183501	SAUSAGE:PORK COCKTAIL;CYLINDRICAL;1 KG	KG	60	
0183502	MEAT PROCSD:BEEF PASTRAMI;1 KG;FRESH	KG	60	
0183503	MEAT PROCSD:SALAMI;1 KG;FROZEN;SLICED	KG	60	
0183505	BEEF:SILVERSIDE;1 KG;WHOLE;FRESH;GR A	KG	60	
0183509	MEAT PROCSD:CHICKEN LOAF;1 KG;FROZEN	KG	60	
0183510	MEAT PROCSD:FRANKFURTERS 1KG	KG	60	
0183514	CHICKEN:BREAST ON BONE;1 KG;PLAIN	KG	60	
0183517	LIVER:CHICKEN 1KG	KG	120	
0183519	CHICKEN:DRUMSTICKS;PLASTIC PACKED IN BOX 1KG	KG	1500	
0183520	CHICKEN:WHOLE;PLASTIC PACKED IN A BOX 10KG	-/+10KG	60	
0183522	PATTY:CHICKEN BURGER;PKT;1KG	KG	120	
0183530	YOGURT:PLAIN;CONTAINER PLASTIC;175 ML	175ML	167	
0183531	YOGURT:ASSTD FRUIT;100ml CONTAINER PLASTIC 6's	6'S	4000	
0183533	JUICE FRT:GUAVA;250 ML;BOTTLE PLASTIC 20% FRUIT	250ML	12000	
0183584	BEVERAGE:ORIGINAL;BOX 1 L;MAGEU NO 1	1LTR	167	
0186982	MUFFIN FROZEN ASSTD 24'S	24'S	300	
0186984	CHICKEN:FINGERS 6KG	6KG	27	
0186985	CHICKEN:BITES 6KG	6KG	27	
0581113	CROISSANT:ORIGINAL;FROZEN;BOX;1 KG	KG	60	
0581126	KEBAB:CHICKEN;BOX;1 KG;PLAIN;40 G X 50	50'S BX	240	
0581280	PIE:SAUSAGE ROLL MINI;BOX;1 KG;BEEF;SQ	50'S BX	240	
0581281	PIE:UNBAKED;BOX;1 KG;PEPPER STEAK	24'S BX	200	
0581290	SPRING ROLL:VEGETABLE FROZEN;CYLINDER 60's MINI	60'S	240	
0581291	PIE:CHICKEN/MUSHROOM UNBAKED;BOX;1 KG	24'S BX	200	
0581292	PIE:MINCE MINI;BOX;1 KG;OVAL;FROZEN	20'S BX	240	
0581397	PIE:UNBAKED;BOX;1 KG;BEEF AND ONION	24'S BX	200	
0581400	PIE:MINI;BOX;1 KG;PEPPER STEAK;SQ;FROZEN	20'S BX	120	
0581401	PIE:UNBAKED;BOX;1 KG;STEAK AND KIDNEY	24'S BX	200	
0581403	PIE:UNBAKED;BOX;1 KG;SPINACH AND FETA	24'S BX	240	
0581404	SAMOOSA:VEGETABLE COCKTAIL;BOX;1 KG	60's	240	
0581406	PIE:UNBAKED;BOX;1 KG;MUTTON CURRY	24'S BX	200	
0581408	PIE:MINI;BOX;1 KG;STEAK AND KIDNEY;SQ	20'S BX	60	
0581410	PIE:UNBAKED;BOX;1 KG;VEGETABLE CURRY	24'S BX	120	
0581411	PIE:UNBAKED;BOX;1 KG;CHICKEN ROAST	24'S BX	200	
0581412	PIE:UNBAKED SAUSAGE ROLL;BOX;1 KG;BEEF	48's BX	200	
0582230	ICE CREAM:VANILLA;NESTLE;5 L	5L	833	

0582265	ICE CREAM:CHOCOLATE;NESTLE;5 L	5L	833	
0582316	POTATO:CHIPS;BOX;1 KG;FROZEN	10kg	3360	
0582324	WRAP:PIE PHYLLO SPINACH MINI FROZEN	BX	240	
0583591	QUICHE:TOMATO SUNDRIED;ROUND;BOX;1 KG	60's BX	240	
0583604	MEAT PROCSD:CHICKEN SCHNITZEL;BOX;1 KG	KG	3000	
0583959	MEAT PROCSD:CHICKEN WINGS;BOX;1 KG	KG	6000	
0584234	POTATO:CHEESE BALL;BOX;1 KG;ROUND;FROZEN MINI	BOX	600	
0584250	PIZZA:CHEESE;MINI TRIANGLE SHAPE;BOX	50'S	600	
0649430	CHICKEN:WINGS TIPLESS;VACUUM PACK;5 KG	5KG	960	
0653968	FISH:HAKE;BOX;5 KG;4/6;EXTRA FINE;FROZEN	5KG	1680	
0672155	PATTY:VEGETABLE BURGER MCCAIN;BOX;1 KG	KG	75	
0672203	PATTY:GOLDEN VEGETARIAN SCHNITZEL; FRY 1KG	BOX	480	
0672204	FOOD, PROCESSED:SEASONED VEGETARIAN STRIPS	KG	480	
0672206	CHICKEN:BOX;+/- 11.25 KG;PLAIN 1/4 LEG 240G	-/+11.25	2667	
0672306	CHICKEN:BREAST FILLET; RAINBOW READY2GO	5KG	240	
0672315	POTATO SWEET:CHUNK; MCCAIN;BOX;1 KG	KG	60	
0672318	MEATBALL:GREEK (60X30G); FOODMAKERS;BOX	60'S	240	
0672366	FISH:TUNA LOIN; I & J;BOX;1 KG;LOIN	KG	20	
0672387	PASTRY:PUFF; MEZE;1 KG;LIGHTLY SALTED	KG	20	
0672388	PASTRY:CINNAMON SCROLL; MEZE;1 KG	KG	8	
0672389	PEA:PEAS; MCCAIN 6 X 1 KG;BOX;1 KG	6KG	720	
0672390	PIE:MINI; 40 X 45 G FOODMAKERS;BOX;1 KG	BOX	240	
0672576	BREAD:TRAMEZZINI (8X5); MEZE;MEDIUM	BOX	60	
0649430	CHICKEN:WINGS TIPLESS;VACUUM PACK;5 KG	5KG	240	
0183712	HAWAIIAN STIRFRY MC CAIN 1KG X 6	6KG	720	
0580432	MIX VEGETABLE MC CAIN 1KG X 6	6KG	720	
0183713	GREEN BEANS MC CAIN 1KG X 6	6KG	720	
0183709	CHUNKY COUNTRY MIX MC CAIN 1KG X 6	6KG	720	
0183711	BABBY CARROT MC CAIN 1KG X 6	6KG	720	
	CHEESE LOAF -/= 3KG	LOAF	240	
0183639	MARGARINE MARVELLO 500G	500G	1447	
	TOTAL			

PART 3: SCOPE OF WORK

Document reference	Title:
	This cover page
C3.1	<i>Purchaser's</i> Goods Information
C3.2	<i>Supplier's</i> Goods Information

C3: Scope of Work

C3.1 Goods Information

The Supply and delivery of Frozen Food products on as and when required for the period of 5 years at Majuba Power Station

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 fresh meat at the required temperature. No meat will be loaded on an open and unrefrigerated vehicle.

A purchase order will be issued to the supplier with the required items and quantities.

Deliveries will be once a week between Monday and Thursday

Monday to Thursday deliveries not later than 15h00

Friday deliveries before 11h00 (prearrangement required)

1. Specifications

a) Production of Perishable Food

Fresh meat 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. Fresh meat which is not meeting minimum standard of human consumption will be sent back.

All meat 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

b) Regulations

Suppliers have to comply with:

- Health Act No 61 of 2003 Regulations
- Local Municipality Regulations (have certificate of acceptability).
- Occupational Health and Safety Act, 1993 (Act No.85 of 1993).SANS 10049:2019ED5
- Health Act, Food and Cosmetic Act, R918 facilities regulation
- Meat safety Act 40(Act 40 of 2000) Regulation

2. Penalty for late deliveries.

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

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

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.

Yes: _____

No: _____

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

Yes: -----

No: -----

1. Description of the goods

The supply and delivery of FROZEN FOOD items on an “as and when” required basis for a period of 5 years to Majuba Power Station Canteen

<i>Material</i>	<i>Material description</i>	<i>UoM</i>	<i>Qty 60 Mnths</i>
0183480	FISH PROCSD:PEPPER MACKEREL;5 KG;FROZEN	5KG	8
0183481	FISH PROCSD:SALMON;5 KG;SLICED;FROZEN	5KG	8
0183497	BACON:SHOULDER;BOX, VACUUM SEALED/PACKED 1KG	KG	60
0183498	BACON:STREAKY;1 KG;FRESH;PLAIN	KG	60
0183501	SAUSAGE:PORK COCKTAIL;CYLINDRICAL;1 KG	KG	60
0183502	MEAT PROCSD:BEEF PASTRAMI;1 KG;FRESH	KG	60
0183503	MEAT PROCSD:SALAMI;1 KG;FROZEN;SLICED	KG	60
0183505	BEEF:SILVERSIDE;1 KG;WHOLE;FRESH;GR A	KG	60
0183509	MEAT PROCSD:CHICKEN LOAF;1 KG;FROZEN	KG	60
0183510	MEAT PROCSD:FRANKFURTERS 1KG	KG	60
0183514	CHICKEN:BREAST ON BONE;1 KG;PLAIN	KG	60
0183517	LIVER:CHICKEN 1KG	KG	120
0183519	CHICKEN:DRUMSTICKS;PLASTIC PACKED IN BOX 1KG	KG	1500
0183520	CHICKEN:WHOLE;PLASTIC PACKED IN A BOX 10KG	- /+10KG	60
0183522	PATTY:CHICKEN BURGER;PKT;1KG	KG	120
0183530	YOGURT:PLAIN;CONTAINER PLASTIC;175 ML	175ML	167
0183531	YOGURT:ASSTD FRUIT;100ml CONTAINER PLASTIC 6's	6'S	4000
0183533	JUICE FRT:GUAVA;250 ML;BOTTLE PLASTIC 20% FRUIT	250ML	12000
0183584	BEVERAGE:ORIGINAL;BOX 1 L;MAGEU NO 1	1LTR	167
0186982	MUFFIN FROZEN ASSTD 24'S	24'S	300
0186984	CHICKEN:FINGERS 6KG	6KG	27
0186985	CHICKEN:BITES 6KG	6KG	27
0581113	CROISSANT:ORIGINAL;FROZEN;BOX;1 KG	KG	60
0581126	KEBAB:CHICKEN;BOX;1 KG;PLAIN;40 G X 50	50'S	240

		BX	
0581280	PIE:SAUSAGE ROLL MINI;BOX;1 KG;BEEF;SQ	50'S BX	240
0581281	PIE:UNBAKED;BOX;1 KG;PEPPER STEAK	24'S BX	200
0581290	SPRING ROLL:VEGETABLE FROZEN;CYLINDER 60's MINI	60'S	240
0581291	PIE:CHICKEN/MUSHROOM UNBAKED;BOX;1 KG	24'S BX	200
0581292	PIE:MINCE MINI;BOX;1 KG;OVAL;FROZEN	20'S BX	240
0581397	PIE:UNBAKED;BOX;1 KG;BEEF AND ONION	24'S BX	200
0581400	PIE:MINI;BOX;1 KG;PEPPER STEAK;SQ;FROZEN	20'S BX	120
0581401	PIE:UNBAKED;BOX;1 KG;STEAK AND KIDNEY	24'S BX	200
0581403	PIE:UNBAKED;BOX;1 KG;SPINACH AND FETA	24'S BX	240
0581404	SAMOOSA:VEGETABLE COCKTAIL;BOX;1 KG	60's	240
0581406	PIE:UNBAKED;BOX;1 KG;MUTTON CURRY	24'S BX	200
0581408	PIE:MINI;BOX;1 KG;STEAK AND KIDNEY;SQ	20'S BX	60
0581410	PIE:UNBAKED;BOX;1 KG;VEGETABLE CURRY	24'S BX	120
0581411	PIE:UNBAKED;BOX;1 KG;CHICKEN ROAST	24'S BX	200
0581412	PIE:UNBAKED SAUSAGE ROLL;BOX;1 KG;BEEF	48's BX	200
0582230	ICE CREAM:VANILLA;NESTLE;5 L	5L	833
0582265	ICE CREAM:CHOCOLATE;NESTLE;5 L	5L	833
0582316	POTATO:CHIPS;BOX;1 KG;FROZEN	10kg	3360
0582324	WRAP:PIE PHYLLO SPINACH MINI FROZEN	BX	240
0583591	QUICHE:TOMATO SUNDRIED;ROUND;BOX;1 KG	60's BX	240
0583604	MEAT PROCSD:CHICKEN SCHNITZEL;BOX;1 KG	KG	3000
0583959	MEAT PROCSD:CHICKEN WINGS;BOX;1 KG	KG	6000
0584234	POTATO:CHEESE BALL;BOX;1 KG;ROUND;FROZEN MINI	BOX	600
0584250	PIZZA:CHEESE;MINI TRIANGLE SHAPE;BOX	50'S	600
0649430	CHICKEN:WINGS TIPLESS;VACUUM PACK;5 KG	5KG	960
0653968	FISH:HAKE;BOX;5 KG;4/6;EXTRA FINE;FROZEN	5KG	1680
0672155	PATTY:VEGETABLE BURGER MCCAIN;BOX;1 KG	KG	75
0672203	PATTY:GOLDEN VEGETARIAN SCHNITZEL; FRY 1KG	BOX	480
0672204	FOOD, PROCESSED:SEASONED VEGETARIAN STRIPS	KG	480
0672206	CHICKEN:BOX;+/- 11.25 KG;PLAIN 1/4 LEG 240G	- /+11.25	2667
0672306	CHICKEN:BREAST FILLET; RAINBOW READY2GO	5KG	240
0672315	POTATO SWEET:CHUNK; MCCAIN;BOX;1 KG	KG	60
0672318	MEATBALL:GREEK (60X30G); FOODMAKERS;BOX	60'S	240
0672366	FISH:TUNA LOIN; I & J;BOX;1 KG;LOIN	KG	20
0672387	PASTRY:PUFF; MEZE;1 KG;LIGHTLY SALTED	KG	20

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0672388	PASTRY:CINNAMON SCROLL; MEZE;1 KG	KG	8
0672389	PEA:PEAS; MCCAIN 6 X 1 KG;BOX;1 KG	6KG	720
0672390	PIE:MINI; 40 X 45 G FOODMAKERS;BOX;1 KG	BOX	240
0672576	BREAD:TRAMEZZINI (8X5); MEZE;MEDIUM	BOX	60
0649430	CHICKEN:WINGS TIPLESS;VACUUM PACK;5 KG	5KG	240
0183712	HAWAIIAN STIRFRY MC CAIN 1KG X 6	6KG	720
0580432	MIX VEGETABLE MC CAIN 1KG X 6	6KG	720
0183713	GREEN BEANS MC CAIN 1KG X 6	6KG	720
0183709	CHUNKY COUNTRY MIX MC CAIN 1KG X 6	6KG	720
0183711	BABBY CARROT MC CAIN 1KG X 6	6KG	720
	CHEESE LOAF -/= 3KG	LOAF	240
0183639	MARGARINE MARVELLO 500G	500G	1447

2. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		✓
Health and Safety requirements		✓
Environmental requirements		✓
Site regulations and access control		✓
Quality requirements		✓
<u>Technical specifications:</u>		

3. Constraints on how the *Contractor* Provides the Service

A. DELIVERY REQUIREMENTS

- SITE INFORMATION: Majuba Power Station is situated between Amersfoort and Volksrust off N11, being just over 30 km from Volksrust town and 10 km from Amersfoort town.
- Vehicles used for the transportation shall be clean, free from any odours, easy to clean, preferable weatherproof vehicle, and must be a covered vehicle.
- No meat 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.

B. 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

1. MONITORING

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			
Transportation (Vehicle Temperatures > 4 °C)					
Visible Grading (Green Stamp)					
Delivery on Time & In Full OTIF					
Visible Expiry Date					
Packaging					

Poor Performance on the KPI's resulting in Score of 0 will raise an early warning .

4. Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

All Invoices must be emailed to invoiceseskomlocal@eskom.co.za

6 Restrictions applicable to the access

Access is restricted until the Supplier contacts the Employer's Representative, who will apply for gate permits (one week prior to the starting date) at the Protective Services. The Supplier must submit a list of all personnel he intends using on site. The list must give detailed information about the Supplier and the personnel.

The Supplier's personnel shall be required to be in possession of a valid ID document and/or Eskom's permit, at all times. No unauthorised vehicles will be allowed on site. The Supplier will be restricted to the working areas associated with his place of work.

7 Health and Safety Requirements

Contractors must comply with the following minimum requirements:

- Occupational health and safety act 85 of 1993 and regulations
- Compensation for Occupational Diseases and Illnesses Act 130 of 1993
- Basic conditions of employment act 75 of 1997
- Eskom contractor health and safety requirements 32-136
- Project SHE specification provided
- Eskom life-saving rule procedure 240-62196227
- Eskom SHEQ policy 320- 727
- Eskom Environmental, Occupational Health and Safety Incident Management Procedure 32-95
- Eskom Plant Safety Regulations

8 Environmental Requirements

The following documents Environmental Procedures, Standards and Policies will apply for this project

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.
- Non-Conformance, corrective and preventive Action *1017357.
- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

9 Quality Requirements

The *Contractor* shall comply to ISO 9001 Quality Management System and category 4 of Eskom Supplier Quality Management Specification QM 58 240-105658000.

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

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

Majuba Power Station Specific Constraints

The Contracting Party notes and complies with the following:

1. Security Arrangements
2. Health and Safety
 - 3.1 Plant Safety Regulations
 - 3.2 Fire Precautions
 - 3.3 Reporting of accidents
 - 3.4 Speed limit
 - 3.5 Health and Safety Arrangements and requirements for the Health & Safety File
 - 3.6 Vehicle and driver safety
 - 3.7 Eskom Life Saving Rules
 - 3.8 Thermal and Flash Suits – Personal Protective (if applicable)
 - 3.9 Generation Plant safety regulations 32-681 - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor - Rev 0 - May 2008
 - 3.10 Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations)
 - 3.11 Barricading / Screens and Scaffolding
 - 3.12 Asbestos (If applicable)
3. Construction, Erection and Maintenance work on site
5. Use of Eskom Holdings SOC Limited's Tools and Equipment
6. Plant Identification Labels
7. Quality Requirements
8. Waste Disposal
9. Hazardous substances
10. Environmental requirements
11. Contracting Party terms and conditions of employment
12. Rigging, working at elevated places and with mobile equipment
13. Accommodation
14. Messing Facilities
15. Medical Facilities
16. Scrap Removal
17. Irregularities
18. Abuse of alcohol and/or intoxicating substances
19. Assessment and invoicing
20. Cost Price Adjustment (CPA) implementation
21. Invoice price versus order price
22. Labour

Legend for the contract persons under the NEC Family of Contracts:

Form of NEC Contract	Eskom Holdings Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
ECC3 – The Engineering and Construction Contract	<i>The Employer</i>	<i>The Project Manager</i>	<i>The Contractor</i>	
ECSC3 – The Engineering and Construction Short Contract	<i>The Employer</i>	<i>The Employer's Representative</i>		
TSC3 – The Term Service Contract	<i>The Employer</i>	<i>The Employer's Representative</i>		
TSSC3 – The Term Service Short Contract	<i>The Employer</i>	<i>The Employer's Representative</i>	<i>The Contractor</i>	✓
PSC3 – The Professional Services Contract	<i>The Employer</i>	<i>The Employer's Agent</i>	<i>The Consultant</i>	

Legend for the contract persons under the Eskom Holdings SOC Limited Contracts:

Form of Eskom Holdings SOC Limited Contract	Eskom Holdings SOC Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
Eskom's Standard Condition of Tendering	<i>The Purchaser</i>	<i>The End user</i>	<i>The Supplier</i>	
SC3 – The Supply Contract	<i>The Purchaser</i>	<i>The Purchaser's Representative</i>	<i>The Supplier</i>	✓

1. The Contracting Party notes and complies with the following:

- Eskom Holdings Limited reserves the right to have any of the Contracting Party's personnel removed from site without cancelling the contract if, in Eskom Holdings SOC Limited's opinion, it is warranted.
- Eskom Holdings SOC Limited reserves the right to request disciplinary/corrective action if, and when, required.
- The Contracting Party operates under the direction and instructions of the Majuba Power Station Manager or such person/s as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- The Contracting Party maintains a high standard of workmanship expected by Eskom Holdings SOC Limited and complies with any quality assurance and quality procedures implemented by Eskom SOC Holdings Limited.
- The Contracting Party provides all overalls for his staff with clearly identifying motifs.
- The Contracting Party provides the necessary supervision to ensure that activities are conducted safely.

2. Security Arrangements:

- The Contracting Party applies for a photo permit (if on site for longer than two- (2) months) at Protective Services at the Majuba Power Station main security gate, prior to the start of any work on site.
- All Contracting Party's personnel are issued with a temporary access permit if not on site for at least two- (2) months which contains the following information:
 - Name
 - ID Number

- Company
 - Validity date
- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contracting Party supplies a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Majuba Power Station Security Area. This list is hand delivered to Protective Services, or can be faxed to (013) 647-9100. The list, identified with the Contracting Party's name, contains the following information:
- Employee name
 - Employee ID Number
 - Signature of the contract person representing Eskom Holdings SOC Limited
 - Copy of the first page of the ID book of every employee of the Contracting Party
- d) The list of details is completed on the special form attached to the Contractor's Safety Manual, available on request from the contract person representing Eskom Holdings SOC Limited.
- e) The Contracting Party's personnel are required to be in possession of their Contractor's Permits at all times.
- f) All Contractor Permits are submitted to Protective Services when the relevant personnel leave the site after completion of the work.
- g) Lost permits are paid for by the Contracting Party to Protective Services at a cost of R200,00 per lost permit.
- h) The Contracting Party's visitors and all personnel conform at all times, to the security arrangements in force at the time. Application forms for visitors are filled in by the Contracting Party's Site Manager and approved by the contract person representing Eskom Holdings SOC Limited, one- (1) day before the visit and submitted to the Protective Services office. Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the Contracting Party's personnel from the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- j) No unauthorised vehicles are allowed on site. Only the Contracting Party's vehicles with displayed Contract Vehicle Permit disks are allowed on site. Contract Vehicle Permit applications are directed to the contract person representing Eskom Holdings SOC Limited.
- k) The Contracting Party is restricted to the areas associated with his place of work. The Contracting Party is forbidden to enter any other areas, and ensures that his employees, subcontractors and/or sub consultants abide by these regulations.
- l) Parking inside the Majuba Power Station building is strictly forbidden, except for loading and off-loading purposes.
- m) No recruiting of labour, casual or otherwise, may be done on the Majuba Power Station premises, including the area outside the Majuba Power Station main security gate.

Health and Safety:

2.1. Plant Safety Regulations:

- a) Eskom Holdings SOC Limited, on request from the Contracting Party, isolates required plant from all sources of danger as described in the Plant Safety Regulations
- b) Eskom Holdings SOC Limited, on request from the Contracting Party, makes available a copy of the latest revision of the Plant Safety Regulations to the Contracting Party.
- c) The Contracting Party conforms to all rules and regulations applicable to Plant Safety and completes the Workman's Register prior to working on the plant.

2.2. Fire Precautions:

- a) Any tampering with Eskom Holdings SOC Limited's fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards are kept free of obstruction and are used for work or storage at any time. Fire fighting equipment remains accessible at all times.
- c) In case of fire, report the location and extent of the fire to the Majuba Power Station Electrical Operating Desk at 6795/6/7.
- d) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

2.3. Reporting of accidents:

Eskom Holdings SOC Limited follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contracting Party is expected to co-operate fully to achieve this objective. The Contractor shall notify the client of any incident occurring during the contract period preferable immediately/ before end of the shift and therefore submit the notification of the incident by means of flash report within 24 hours.

NOTE: This report does not relieve the Contracting Party of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act and Eskom incident management procedure 32-95.

2.4. Speed limit:

All vehicles are driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour must be adhered to at Majuba Power Station premises at all times.

2.5. Health and Safety Arrangements:

- a) The Contracting Party ensures that all his personnel attend a Health and Safety Induction Course prior to starting with the work. A SHEQ induction session is provided by Eskom Holdings SOC Limited and is valid for the duration of one- (1) year.
- b) The Contracting Party complies with the guidelines set out in the provided SHE specification. The Contracting Party shall submit a health and safety file to the client for evaluation and approval by the Safety Risk Department before taking access of the areas associated with his place of work.
- c) Majuba Power Station Safety Risk Management reserves the right and authority to visit and inspect the Contracting Party's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The contract person representing Eskom Holdings SOC Limited may instruct the Contracting Party to stop work, without penalty to Eskom Holdings Limited, where the Contracting Party's personnel fail to conform to safety standards or contravene health and safety regulations. The contract person representing Eskom Holdings SOC Limited may cause the Contracting Party to discipline his employees and to submit a disciplinary action report to Eskom Holdings SOC Limited. The Contracting Party implements additional health and safety precautions where necessary.
- e) The following Health & Safety requirements are also complied with:
 - i) The Contracting Party's proof of registration with the Compensation Commissioner and assessment of payment is verified.
 - ii) The Contracting Party demonstrates that all of his/her employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
 - iii) The Contracting Party shall ensure that all employees performing work under his management have been trained and are competent to perform any work allocated to them.
 - iv) The Contracting Party demonstrates to Eskom Holdings SOC Limited that he/she is capable of providing adequate free issue (preferably SABS approved) Personal Protective Equipment (P.P.E.) for use by his employees.
 - v) The Contracting Party obtains an Eskom OHS Act section 37(2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.
 - vi) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are.
 - vii) Noisy equipment and tools - no equipment or tools > 105dB (A) are supplied or used by the Contracting Party.
 - viii) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are. Proof is provided to Eskom Holdings SOC Limited

that the sub-contractor/s has the necessary competence and resources to carry out the work safely and to ensure that the obligation of care to the environment is exercised.

- ix) The Contracting Party complies with medical examination processes.

2.6. Vehicle and driver safety

All drivers, passengers and pedestrians must obey all vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Transportation of passengers

- a) The contracting party shall comply with requirements National Road Traffic Act an OHSA act.
- b) All motor vehicles driven / operated by contractors within the contract shall, in all respects, comply with the National Road Traffic Act.
- c) Eskom does not approve the conveying of passengers in the back of vehicles designed to carry equipment/loads (any truck/trailer), irrespective of whether crew cabs are fitted and seating with four-point seat belts is fitted. Eskom procedure 240-62946386.

2.7. Eskom Life Saving Rules:

- a) Five Life Saving Rules have been developed that will apply to all Eskom Holdings SOC Limited employees, agents, consultants and contractors.
- b) Due to the importance to save life's and apparatus of Eskom it is recommended that if a contractor abuse any Life saving rules, the affected work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be disciplined together. There are five life saving rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life saving Rules are as follows:

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises unless the driver and all passengers are wearing seat belts.

Eskom takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in any vehicle on Eskom Business and/or on Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs or alcohol).
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

2.8. Thermal and Flash Suits – Personal Protective Equipment (If applicable)

The following Health & Safety requirements are also complied with:

- a) **Policy:**
Generation Policy GGP 36-941 Rev 0 – "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN

ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and all Generation BU's are to comply with it.

b) Standard:

Standard GGS 36-941 Rev 0 - "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and sets out the requirements to ensure safety with this plant.

c) Procedure:

A proper Procedure is required at each Station to ensure that all involved and affected staff are fully aware of the dangers attached to MV and LV Switchgear, and the approved methods of managing the risks involved.

For externally mounted Switchgear, GGS 36-942 prescribes the following standard Flash Protection Boundaries:

FLASH PROTECTION BOUNDRY	
VOLTAGE (VOLTS)	DISTANCE (METERS)
50 TO 750	0.9
750 TO 1,000	1.2
1,000 TO 11,000	4.8

2.9. Barricading / Screens and Scaffolding:

The Contracting Party provides and installs barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

Eskom Holdings SOC Limited supplies scaffolding. Arrangements of such is made at least one- (1) week in advance by the Contracting Party. (Tampering of any approved scaffold is not allowed for any adjustments – The contract person representing Eskom Holdings SOC Limited is notified for any adjustments.

2.10. Asbestos (if applicable):

- All stripping of asbestos material shall be undertaken strictly in accordance with the Eskom Holdings SOC Limited Procedure OVP76 HSPHRN 00 00 5 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.
- The contract person representing Eskom Holdings SOC Limited advises the Contracting Party whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contracting Party is not sure whether lagging contains asbestos, he is to notify Safety Risk Management who will identify whether the lagging contains asbestos.
- The Contracting Party shall be obliged to ascertain from the contract person representing Eskom Holdings SOC Limited in advance whether areas required to be stripped are non-asbestos. Any contractor, other than the contractor appointed to remove asbestos shall strip lagging material containing asbestos fibres.
- The contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

3. Construction/ Erection/ Maintenance work on site:

- The Contracting Party is responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- The Contracting Party is responsible for the safeguarding, care and security of all items whilst in the Contracting Party's custody and control, until completion of the work.
- The Contracting Party is responsible for all craneage and equipment that is required to complete the work.

- d) The Contracting Party is responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The Contracting Party is responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by Eskom Holdings SOC Limited, which are damaged and/or lost while in the Contracting Party's custody and control.
- f) The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

4. Use of Eskom Holdings SOC Limited's Tools and Equipment:

- a) For the purpose of expediting the work, Eskom Holdings SOC Limited may make facilities and services available to the Contracting Party at no cost to the Contracting Party. The Contracting Party will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) Eskom Holdings SOC Limited may allow the Contracting Party, for the execution of the work, the reasonable use of its workshop, cranes, tools and equipment, provided that the Eskom Holdings SOC Limited's own work and business are not interfered with in any manner by such use. The Contracting Party shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the Contracting Party, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The Contracting Party is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by Eskom Holdings Limited which are damaged and/or lost whilst in the Contracting Party's custody and control.
- d) The Contracting Party ensures that any one of his employees or subcontractor, operating hoist equipment belonging to Eskom Holdings SOC Limited, is authorised by the Contracting Party.

5. Plant Identification Labels:

The Contracting Party replaces or repairs all plant identification labels that are removed or damaged during the execution of the work.

6. Quality Requirements:

- a) Quality requirements for Engineering and Construction Works QM 58 is adhered to. This document is available on request, from the contract person representing Eskom Holdings SOC Limited.

7. Waste Disposal:

All waste introduced to and/or produced on Eskom Holdings SOC Limited's premises by the Contracting Party for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

8. Hazardous substances

If any products used by the Contracting Party are classified as a hazardous substance, Material safety data sheet, must accompany delivery in accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and Hazardous chemical substance regulations.

If any hazard is identified by the Contracting Party, he immediately informs the contract person representing Eskom Holdings SOC Limited.

The Contracting Party must make sure that hazardous waste is not dumped in improper areas at the Station, it should be handled according to the above Act. The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

9. Environmental Requirements:

The Contracting Party ensures that the following environmental requirements are complied with at all times:

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.

- Non-Conformance, corrective and preventive Action *1017357.
- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

10. Contracting Party terms and conditions of employment

The terms and conditions of employment of the Contracting Party is made available to the contract person representing Eskom Holdings SOC Limited before any work commences.

11. Rigging, working at elevated places and with mobile equipment (if applicable)

The Contracting Party ensures that:

- a) all the necessary resources (people, materials and tools, etc) are available.
- b) all his employees who are appointed in terms of the OHS Act are trained and made aware of their legal liabilities (16(2)'s, etc).
- c) all supervisors and drivers are trained in the HIRA technique of risk assessment.
- d) where applicable, special tools/auxiliary equipment such as tractors, trailers, cranes and any mobile equipment are inspected and declared fit and roadworthy for the task at hand.
- e) adequate Risk Assessments are conducted in advance to identify all the anticipated hazards associated with the task/activity. Special attention is given to rigging, working at elevated places and with mobile equipment.
- f) pre-job briefs are conducted before commencement of the planned activities. The detail of the task and the details of the anticipated hazards are explained and mitigation measures are understood by all.
- g) during the task execution regular job observations by the incumbent supervisor takes place, especially where high risks had been anticipated.
- h) for each task/activity the relevant Procedure/Works Instruction is current and approved.

12. Accommodation:

Eskom Holdings SOC Limited does not supply accommodation. The Contracting Party provides accommodation for his employees and the cost for this is deemed to be included in the contract prices.

13. Messing Facilities:

Eskom Holdings SOC Limited does not provide meals. The Contracting Party provides meals for his employees and the cost for this is deemed to be included in the contract prices. However, the Contracting Party can make use of the Tuck-shop on site.

14. Medical Facilities:

Eskom Majuba Power Station Medical Centre and Ambulance assistant facilities are available for incidents occurring within Majuba Power Station Boundaries.

Eskom Majuba Power Station Medical Centre is entitled however to recover the reasonable costs incurred in respect thereof from the Contracting Party.

After-hours all incident must be reported to Majuba Power Station Electrical Operating desk 013 647 6795, Internal Pax 7911.

15. Scrap Removal

Scrap bins are provided at set points. These are for scrap metal only and not for cement or any other form of debris. The Contracting Party takes cognizance of the fact that scrap metal and rubber are stored in two different locations.

16. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", the Contracting Party is encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

1. You may direct any concerns or process related queries, in writing, to the Majuba Power Station Manager.
2. Kindly include the following information with your concerns:
 - 2.1: Enquiry or Purchase orders number (if available).
 - 2.2: Date of enquiry or purchase order.
 - 2.3: Name of person or buyer.
3. Contact details of the Majuba Power Station Manager is as follows:
 Majuba Power Station
 The General Manager Acting
 Mr Tebogo Lekalakala
 Private Bag X7272
 Witbank
 1035 Mpumalanga
 Fax: 013 647 9115
4. Alternatively, to disclose any concerns or process related queries you may contact:
Eskom's Corporate Investigations and Security
 Phone toll free: 0800 11 27 22
 Speak to a person: (011) 800 4444
 Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

17. Abuse of alcohol and/or intoxicating substances

Eskom Majuba Power Station will test the Contracting Party's employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. The Contracting Party informs his employees that such behaviour is in contravention of the Occupational Health and Safety Act and Eskom Life Saving Rules Procedure (Rule 4 :Be Sober). The Contracting Party shall enforce compliance to these rules and implement disciplinary measures where the rules are contravened.

Should such behaviour persist, Eskom Holdings SOC Limited reserves the right to review this contract. The Contracting Party's co-operation in this regard is paramount.

18. Assessment and Invoicing

To enable payment, the Contracting Party ensures conformance to the following:

- An official 4500..... Order Number is available BEFORE commencing work.
- An assessment is jointly completed by the contract person representing Eskom Holdings Limited and the Contracting Party and that they are in agreement on at least the following:
 - * Completed scope
 - * Completed quantity
 - * Value of work completed
- Preparation of an invoice in accordance with the assessment and deliver it directly to the Accounts Payable Department at the Commercial Building, Majuba Power Station.
- A copy of the invoice is forwarded to the contract person representing Eskom Holdings SOC Limited.

Invoices - Value-Added Tax Act No 89 of 1991 (the VAT Act)

A valid invoice is an invoice that corresponds per line to the applicable valid order, complies with all tax law requirements and is addressed to Eskom Holdings SOC Limited for attention, Majuba Power Station.

Particulars to be included on the Contracting Party's Tax Invoice:

Contract number and/or Order number

The word "TAX INVOICE" in a prominent place (preferably at the top of the page)

An individual serial number (tax invoice number)

Name, address and VAT registration number of the Contracting Party *

Name, address and VAT registration number of Eskom Holdings SOC Limited *

(Eskom Holdings SOC Ltd, Majuba Power Station - VAT No 4740101508)

Date of issue of Tax Invoice

A full and proper description of goods delivered and/or service/s rendered

Quantity or volume of goods or services supplied *

Where the supply is subject to VAT at the standard rate, the following in Rand:

- The value, VAT amount and consideration OR
- The total consideration with a statement that VAT is included @ 15% OR

- The total consideration and the amount of VAT charged
Address where service was rendered
Value and VAT amount
Task Order number
Discounts

- * These two requirements do not apply where the consideration (VAT inclusive amount) is less than R3 000,00.

Scanned tax invoices sent by e-mail are not acceptable to Eskom Holdings SOC Limited- only original tax invoices are considered for payment.

Address where invoices are to be forwarded

invoiceseskomlocal@eskom.co.za

19. Cost Price Adjustment (CPA) implementation

If CPA is applicable, the contract person representing Eskom Holdings SOC Limited and the Contracting Party confirms the increase/decrease with the buyer BEFORE the revised prices are stated on the Invoice.

20. Invoice price versus order price

It is important that the value stated on the Invoice corresponds with the Order. If the Invoice value is different to the Order value payment is likely to be delayed. The Contracting Party confirms that there are no discrepancies on the Invoice to ensure timely payment in accordance with the contractual terms of payment. Any discrepancies are resolved by the Contracting Party with the Buyer BEFORE it is submitted for payment.

21. Labour

All labour laws must be adhered to.

