NEC3 Supply Contract (SC3)

Between	**ESKOM HOLDINGS SOC Ltd** **(Reg No. 2002/015527/30)**
and	**[Insert at award stage]** **(Reg No. ___________)**
for	**Supply and Delivery of Fresh Fruits and Fresh Vegetables for the period of 24 months**

Contents:

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

C1.1 Form of Offer & Acceptance

Offer

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

Supply and Delivery of Fresh Fruits and Fresh Vegetables for the period of 24 months

The tenderer, identified in the Offer signature block, has

either	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.
or	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)	Mr Bob Phahle	
Capacity	General Manager: Matla Power Station	
for the Purchaser	**Eskom Holdings SOC Ltd, Matla Power Station Private Bag X5012 Kriel 2271**	
	(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		Mr Bob Phahle
Capacity		General Manager
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.

Statement	**Data**
General	
The *conditions of contract* are the core clauses and the clauses for Options	W1 – Dispute Resolution Procedure for South Africa X1 - Price Adjustment for inflation X2 - Changes in the Law X17 - Low performance (service/performance) damages X18 - Limitation of liability X19 - Task Order Z – Additional conditions of contract
of the NEC3 Supply Contract (April 2013) [2]	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
The *Purchaser* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
Tel No.	**[•]**
Fax No.	**[•]**
The *Supply Manager* is (name):	**Zodwa Gumbi**
Address	**Matla Power Station**
Tel	
Fax	**N/A**

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

e-mail	GumbiZ@eskom.co.za		
The *goods* are	**FRUITS AND VEGETABLES**		
The *services* are	**SUPPLY AND DELIVERY OF FRESH FRUITS AND VEGETABLES**		
The following matters will be included in the Risk Register	**Delay Damages** **Price increases due to inflation** **Quality of deliverables** **(All other risks will be identified prior, addressed, and registered during the risk register meeting that will take place as agreed between the parties)**		
The Goods Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**		
The Supply Requirements as part of the Goods Information is in	**Annexure A to this Contract Data**		
The *law of the contract* is the law of	**the Republic of South Africa**		
The *language of this contract* is	**English**		
The *period for reply* is	**2 weeks**		
The *Supplier's* main responsibilities	**Data required by this section of the core clauses is provided by the *Supplier* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.**		
Time			
The *starting date* is.	**TBC**		
The *delivery date* of the *goods* and *services* is:	***goods and services***		***delivery date***
	1	Supply and delivery of Fresh Fruits and Vegetables to Matla Power Station	As per purchase order
The *Supplier* does not bring the *goods* to the Delivery Place more than one week before the Delivery Date.	**All good are to be delivered as per the quantities indicated on the contract or the purchase order**		
The *Supplier* is to submit a first programme for acceptance within	**1 week of the Contract Date.**		
The *Supplier* submits revised programmes at intervals no longer than	**2 weeks.**		
Testing and defects			
The *defects date* is	**24 Hours after noticing the defects**		

The *defect correction period* is	**24 hours from receipt of the purchaser's written defects notification**
The *defects access period* is	**60 days**
Payment	
The *assessment interval* is	**between the 15 days of each successive month.**
The *currency of this contract* is the	**South African Rand**
The period within which payments are made is	**4 weeks.**
The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
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.**
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.**
Risks, liabilities, indemnities and insurance	
These are additional *Purchaser's* risks	**1. N/A**
The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including	

loss of profit, revenue and goodwill is limited to	**R0.0 (zero Rand)**
For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to	**(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* 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**
The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:	**The total of the prices**
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	**The total of the prices**
The *end of liability date* is	**12 months after Delivery of the whole of the *goods* and *services*.**

Termination and dispute resolution

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).**
Address	**[•]**
Tel No.	**[•]**
Fax No.	**[•]**
e-mail	**[•]**
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)**
The *tribunal* is:	**arbitration**
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.**
The place where arbitration is to be held is	**South Africa**

The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

Data for Option clauses

X1 Price adjustment for inflation	
The *base date* for indices is	
The proportions used to calculate the Price Adjustment Factor are:	

proportion	linked to index for	Index prepared by
55%	Table 1 - Fruits and Vegetables	STATS SA - PPI
10%	Road freight cost	SEIFSA Table L2-(b)
20%	Labour	SEIFSA Table C3(a)
15%	non-adjustable	
100		

X2 Changes in the law	
X2.1 A change in the law of	**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
Late delivery of goods	R500 per day for delay in delivery of the order per delivery date specified upfront

Key Performance Indicators (not used when Option X12 applies)	
The *incentive schedule* for Key Performance Indicators is in	**Annexure [●] to this Contract Data**
A report of performance against each Key Performance Indicator is provided at intervals of	**[●] months**
The *additional conditions of contract* are	**Z1 to Z15 always apply for Eskom**

Z1 Cession delegation and assignment

Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier*'s obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the *Supplier*:

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

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

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

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

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z8 Notifying compensation events

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

Z9 *Purchaser's* limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier*'s entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser*'s liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *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 *goods*, plant and materials	The replacement cost where not covered by the *Purchaser's* insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser's* insurance.
Liability for loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) 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 *Purchaser's* insurance. The *Purchaser*'s policy deductible as at Contract Date, where covered by the *Purchaser's* 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 *Supplier* 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 mi** **limit of indemnity**
Assets All Risk	Per the insurance policy documen
Contract Works insurance	Per the insurance policy documen
Environmental Liability	Per the insurance policy documen
General and Public Liability	Per the insurance policy documen
Transportation (Marine)	Per the insurance policy documen
Motor Fleet and Mobile Plant	Per the insurance policy documen
Terrorism	Per the insurance policy documen
Cyber Liability	Per the insurance policy documen
Nuclear Material Damage and Business Interruption	Per the insurance policy documen
Nuclear Material Damage Terrorism	Per the insurance policy documen

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 44 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 44 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 2010[3] as follows:

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

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

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

A	**The *Supplier*'s obligations**	**B**	**The *Purchaser*'s obligations**
A1	Provision of goods in conformity with contract	**B1**	Payment of the price
A2	Licences, authorisations, and formalities	**B2**	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	**B3**	Contracts of carriage and insurance
A4	Effecting Delivery	**B4**	Receiving delivery
A5	Transfer of risks	**B5**	Transfer of risks
A6	Division of costs	**B6**	Division of costs
A7	Notice to the buyer	**B7**	Notice to the seller

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

A8	Proof of delivery, transport document or equivalent electronic message	**B8**	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	**B9**	Inspection of goods
A10	Other obligations	**B10**	Other obligations

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	As stated in the contract goods information	
2. The requirements for transport are	As stated in the contract goods information	
3. The delivery place is	Matla Power Station	
4. Actions of the Parties during supply	**Action**	**Party which does it**
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the *goods*	Supplier
	Unloading the *goods*	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the *Supplier*	**Title of document**	
	Packing lists for cases and their contents	
	Copy of invoice for the *goods*	
	Delivery Note	

	Test results and maintenance manuals
For international procurement	Licences, authorisations and other formalities associated with export of the *goods*
	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 *goods* are being imported requires the importer to pay
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry) Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering supplier:

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

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

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

[4] Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.
[5] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

C2.1 Pricing assumptions

How *goods* and *service*s 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 *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, plus other amounts to be paid to the *Supplier*, less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *service*s which can be priced as lump sums or as expected quantities of *goods* and *service*s 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 *service*s 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*

Description	Grade	Unit	Quantity	R / kg	Amount
Fresh Fruits					
Apples - Golden Delicious, Box 18-20kg	A	kg	1000 kg		
Apples - Granny Smith, Box 18-20kg	A	kg	1000 kg		
Apples - Large Golden, Box 18-20kg	A	kg	1000 kg		
Apples - Large Green, Box 18-20kg	A	kg	1000 kg		
Apples - Large Red, Box 18-20kg	A	kg	1000 kg		
Apples - Red Box 18-20kg	A	kg	1000 kg		
Avocados Pears Box	A	kg	500 kg		
Bananas - large Box 18-20kg	A	kg	3000 kg		
Blueberries	A	kg	20 kg		
Cherries	A	kg	20 kg		
Gooseberries	A	kg	20 kg		
Grapefruit – each Box 18-20kg	A	kg	500 kg		
Grapes - Black Box 18-20kg	A	kg	700 kg		
Grapes - White Box 18-20kg	A	kg	700 kg		
Kiwi Fruit - Box	A	kg	100 kg		
Lemons	A	kg	100 kg		

Mangoes Box 18-20kg	A	kg	100 kg		
Mixed Berries fresh	A	kg	350 kg		
Nartjies Box 18-20kg	A	kg	1500 kg		
Nartjies large Box 18-20kg	A	kg	1500 kg		
Nectarines Box 18-20kg	A	kg	500 kg		
Nectarines - Large	A	kg	1000 kg		
Oranges bag of 10kg	A	kg	1500 kg		
Oranges large – bag of 10kg	A	kg	1500 kg		
Paw-paws Box 18-20kg	A	kg	800 kg		
Peaches – Red Box 18-20kg	A	kg	1500 kg		
Peaches – yellow Box 18-20kg	A	kg	1500 kg		
Peaches large Box 18-20kg	A	kg	1000 kg		
Pears Box 18-20kg	A	kg	2000 kg		
Pears - Large	A	kg	2000 kg		
Pineapples Box 18-20kg	A	kg	1000 kg		
Plums - Box 18-20kg	A	kg	1000 kg		
Spanspek Box 18-20kg	A	kg	500 kg		
Strawberries Box 10kg	A	kg	500 kg		
Sweet Melon Box 18-20kg	A	kg	1000 kg		
Watermelon - Sugarbabies	A	kg	1000 kg		
Watermelon - Large	A	kg	1500 kg		

Fresh Vegetables					
Asparagus	A	kg	50 kg		
Alfalfa Sprouts	A	kg	20 kg		
Baby Brinjals	A	kg	200 kg		
Baby Butternuts	A	kg	500 kg		
Baby Carrots	A	kg	500 kg		
Baby Corn	A	kg	200 kg		
Corn on Cob	A	kg	100 kg		
Baby Gem squash	A	kg	500 kg		
Baby Marrow	A	kg	500 kg		
Baby Spinach	A	kg	200 kg		
Bean Sprouts	A	kg	100 kg		
Beans	A	kg	100 kg		
Beetroot	A	kg	3000 kg		
Brinjals	A	kg	250 kg		
Broccoli	A	kg	700 kg		
Butter Lettuce	A	kg	100 kg		
Butternut bag of 10kg	A	kg	2000 kg		
Cabbage Green bag	A	kg	1000 kg		
Cabbage Red bag 10kg	A	kg	1000 kg		
Carrots bag of 10kg	A	kg	1000 kg		
Cauliflower each	A	kg	500 kg		

Celery bunch, box	A	kg	500 kg		
Chillies Green	A	kg	200 kg		
Chillies Red	A	kg	200 kg		
Cocktail Tomatoes - kg	A	kg	1500 kg		
Cos Lettuce	A	kg	100 kg		
Endives	A	kg	100 kg		
English Cucumbers box 10kg	A	kg	1500 kg		
Gem squash box 10kg	A	kg	1500 kg		
Jalapeno Peppers	A	kg	550 kg		
Kale	A	kg	200 kg		
Leeks	A	kg	150 kg		
Lettuce box	A	kg	500 kg		
Lettuce Green Frizzy box	A	kg	200 kg		
Lettuce Red	A	kg	200 kg		
Lettuce Rainbow Mixed box	A	kg	500 kg		
Lettuce Iceberg Wrapped box	A	kg	850 kg		
Mixed Lettuce baby leaf -pkt	A	kg	500 kg		
Mushrooms button	A	kg	850 kg		
Onions bag 10kg	A	kg	2000 kg		
Onions – Baby 10kg	A	kg	200 kg		
Patty Pans Green box	A	kg	1500 kg		
Patty pans Yellow box	A	kg	1500 kg		
Peppers – Green box of 10kg	A	kg	1500 kg		

Peppers – Red box of 10kg	A	kg	1500 kg		
Peppers – Yellow box 10kg	A	kg	1500 kg		
Potatoes – Large bag of 10kg	A	kg	1000 kg		
Potatoes – Medium bag of 10kg	A	kg	1000 kg		
Potatoes – baby bag of 10kg	A	kg	1000 kg		
Pumpkin bag 10kg	A	kg	3000 kg		
Radish	A	kg	200 kg		
Red Onions bag of 10kg	A	kg	1200 kg		
Spinach bunch of 10	A	kg	2000 kg		
Spring Onion	A	kg	200 kg		
Sugar snap peas	A	kg	100 kg		
Sundried Tomatoes	A	kg	50 kg		
Sweet Potatoes bag of 10kg	A	kg	3000 kg		
Tomatoes box of 10kg	A	kg	3000 kg		
Turnips	A	kg	500 kg		
Prepared Vegetables					
Baby Carrots – Peeled 10kg	A	kg	1000 kg		
Baby Marrow Sticks 10kg	A	kg	800 kg		
Baby Mix Veg 10kg	A	kg	1200 kg		
Beans - Top and Tail 10kg	A	kg	1000 kg		
Beans Cut 10kg	A	kg	500 kg		
Brinjals - Cut/Cubed10kg	A	kg	500 kg		
Broccoli – Florettes each box	A	kg	2000 kg		

Broccoli & Cauliflower Mix 10kg	A	kg	2000 kg		
Butternut – Diced 10kg	A	kg	1500 kg		
Butternut – Halves 10kg	A	kg	1000 kg		
Butternut - Halves with skin 10kg	A	kg	1000 kg		
Butternut – Sliced 10kg	A	kg	1000 kg		
Cabbage Green – Shredded 10kg	A	kg	1000 kg		
Cabbage Red – Grated 10kg	A	kg	500 kg		
Cabbage Red – Shredded 10kg	A	kg	500 kg		
Carrots – Diced 10kg	A	kg	500 kg		
Carrots – Grated10kg	A	kg	1000 kg		
Carrots – Julienne 10kg	A	kg	750 kg		
Carrots – Peeled 10kg	A	kg	500 kg		
Carrots – Roundels 10kg	A	kg	1000 kg		
Carrots – Sliced 10kg	A	kg	500 kg		
Carrots – Sticks 10kg	A	kg	500 kg		
Cauliflower florets each box	A	kg	1000 kg		
Chargrill / Med Veg10kg	A	kg	500 kg		
Gem Squash - Halves	A	kg	1500 kg		
Hubbard Squash - Cut	A	kg	1200 kg		
Lettuce - Pre-cut and washed	A	kg	100 kg		
Mixed Veg 10kg	A	kg	1500 kg		
Mixed veg – chunky 10kg	A	kg	1500 kg		
Mixed Veg – Country 10kg	A	kg	1500 kg		

Mushrooms button sliced	A	kg	200 kg		
Onions - Baby Peeled	A	kg	200 kg		
Onions - Peeled	A	kg	2500 kg		
Patty Pans Green - Cut	A	kg	1000 kg		
Patty pans Yellow - cut	A	kg	1000 kg		
Potatoes – Peeled 10kg	A	kg	3000 kg		
Potjiekos mix 10kg	A	kg	250 kg		
Pumpkin - Cut/Cubed	A	kg	1500 kg		
Ratatouille 10kg	A	kg	500 kg		
Roast Veg 10kg	A	kg	1000 kg		
Spinach – cut 10kg	A	kg	1500 kg		
Spinach – deveined 10kg	A	kg	1500 kg		
Stir Fry	A	kg	1000 kg		
Sweet Potatoes - Cleaned	A	kg	1500 kg		
Tomato and Onion Mix	A	kg	100 kg		
Fresh Herbs					
Basil	A	kg	10 kg		
Chives	A	kg	10 kg		
Curry Leaves	A	kg	10 kg		
Dhania / Coriander	A	kg	20 kg		
Edible flowers	A	pkt	1 kg		
Garlic crushed	A	kg	50 kg		
Ginger crushed	A	kg	20 kg		

Lemongrass	A	kg	5 kg		
Italian Parsley	A	kg	25 kg		
Mint	A	kg	10 kg		
Origanum	A	kg	10 kg		
Parsley	A	g	50 kg		
Rocket	A	kg	20 kg		
Rosemary	A	kg	20 kg		
Sage	A	kg	5 kg		
Thyme	A	kg	20 kg		
Watercress	A	kg	20 kg		
Microgreens	A	pkt	15 kg		
Flowers					
Flowers Mixed	A	bun	5 kg		
Flowers Gerbera's	A	bun	5 kg		
Flowers Chrysanthemums	A	bun	5 kg		
Flowers Roses	A	bun	10 kg		
Flowers Sunflowers	A	bun	5 kg		
Prepared Salads					
Apple and Celery Salad 10kg	A	kg	100 kg		
Beetroot Sliced/Diced/Grated 10kg	A	kg	1500 kg		
Carrot and Pineapple Salad 10kg	A	kg	150 kg		
Coleslaw Salad 10kg	A	kg	850 kg		
Fruit Balls 10kg	A	kg	500 kg		

Pasta Salad 10kg		A	kg	1000 kg		
Potato Salad 10kg		A	kg	1000 kg		
Vegetable Kebabs 10kg		A	ea	100 kg		
Waldorf Salad 10kg		A	kg	100 kg		
Frozen Fruit						
Bananas frozen		A	kg	10 kg		
Blackberries frozen		A	kg	10 kg		
Blueberries frozen		A	kg	5 kg		
Cherries - frozen		A	kg	5 kg		
Cranberries - frozen		A	kg	5 kg		
Gooseberries frozen		A	kg	5 kg		
Mixed Berries Frozen		A	kg	20 kg		
Kiwi Fruit Frozen		A	kg	5 kg		
Mango Frozen		A	kg	5 kg		
Paw paw Frozen		A	kg	5 kg		
Peaches Frozen		A	kg	5 kg		
Pineapple Frozen		A	kg	5 kg		
Raspberries frozen		A	kg	50 kg		
Red Currant frozen		A	kg	50 kg		
Strawberries frozen		A	kg	50 kg		
TOTAL						

The total of the Prices

PART 3: SCOPE OF WORK

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'

Overview and purpose of the *goods* and *service*s

Matla Power Station intends to enter a contract with a supplier to supply and deliver fresh fruits and vegetables on as when required for a period of 24 Months

Specification and description of the *goods*

Scope Of Work

Supply and Delivery of Fresh Fruits and Vegetables to Matla Power Station for the period of 24 Months

1. Fresh Fruits and Vegetables Requirements

Fresh fruits and vegetables are perishable food products; therefore, all activities relating to harvesting, processing (where applicable), packaging, storage, transportation and delivery shall be undertaken without unnecessary delay and under hygienic conditions that prevent contamination, deterioration and spoilage.
The Supplier shall ensure that all fresh produce supplied under this contract:

- Is fresh, wholesome and fit for human consumption.
- Complies with all applicable South African food safety legislation and standards.
- Is free from bruising, decay, mould, insect infestation, foreign matter, excessive moisture and any other defects that may affect quality or safety.
- Is of the specified grade and quality as stated in the Scope of Work.
- Is supplied with sufficient remaining shelf life to ensure usability by the Purchaser.
- Meets all quality requirements specified in this contract.

Any fresh fruits or vegetables that do not comply with the specified quality standards or are considered unsuitable for human consumption shall be rejected by the Supply Manager and replaced by the Supplier at no additional cost to Eskom.

2. Delivery Requirements
2.1 Fresh Fruits and Vegetables Delivery Requirements

All fresh fruits and vegetables delivered shall comply with, but not be limited to, the following requirements:

- Every package shall clearly display the product description, packing date, supplier details and batch identification, where applicable.
- Products shall be clean, fresh, free from damage and contamination.
- No produce showing signs of spoilage, mould, bruising, pest infestation, excessive ripeness or physical damage shall be accepted.
- Fresh produce shall be delivered in clean, food-grade packaging suitable to prevent contamination and damage during transportation.
- Prepared vegetables, prepared salads and other temperature-sensitive products shall be transported under appropriate refrigerated conditions to maintain product quality and food safety.
- Frozen fruit products shall be transported and maintained at a temperature of **-18°C or lower** throughout transportation until delivery.
- Products requiring temperature control shall not be transported in unrefrigerated vehicles.

2.2 Transportation Requirements

Vehicles used for the transportation of fresh fruits and vegetables shall:

- Be clean, hygienic, enclosed and free from dust, pests, chemicals and any objectionable odours.
- Be constructed and maintained to prevent contamination and physical damage to the products during transportation.
- Be suitable for transporting food intended for human consumption.

- Be fitted with operational refrigeration equipment where temperature-controlled products are transported.
- Maintain the prescribed temperatures for chilled and frozen products throughout transportation.
- Be subject to inspection by Eskom representatives where required.

No produce shall be transported together with chemicals, hazardous substances, cleaning materials, refuse or any other goods that may contaminate food products.

2.3 Delivery Schedule

The Purchaser shall issue Purchase Orders indicating the required products, quantities and delivery dates. Deliveries shall:

- Be made strictly in accordance with the Purchase Order issued by the Purchaser.
- Be supplied on an **"as and when required"** basis throughout the contract period.
- Be delivered once per week on Wednesdays, unless otherwise instructed by the Supply Manager.
- Be completed no later than **15h00** on the scheduled delivery day.
- Be delivered in the correct quantities and within the agreed delivery timeframes without causing disruption to the Purchaser's operations.

The Supplier shall promptly replace any rejected goods within the period agreed with the Supply Manager at no additional cost to Eskom.

Rates

The tendered rates shall be deemed to include all costs associated with the supply and delivery of the goods, including but not limited to packaging, loading, transportation, off-loading, labour, handling, insurance, and any other incidental costs necessary to deliver the goods to the designated delivery point at **Matla Power Station Site Kitchen**.

Purchaser's Quality Requirements

The goods supplied shall comply fully with the specifications contained in the Goods Information and Scope of Work. Failure to comply with the specified requirements may result in the rejection of the delivery.
The Supplier shall ensure that all fresh fruits and vegetables supplied:

- Are fresh, wholesome and fit for human consumption.
- Comply with the specified grades and quality requirements.
- Are free from bruising, decay, mould, insect infestation, foreign matter and excessive moisture.
- Are supplied in the correct quantities and packaging.
- Are delivered within the specified temperature range where refrigeration is required.
- Have adequate remaining shelf life upon delivery.

Procedure for Submission and Acceptance of Fresh Fruits and Vegetables

The following information shall be provided by the Supplier prior to commencement of deliveries:

a)
Representative samples of the products, where requested by the Purchaser, shall be submitted within two (2) weeks of the Contract Start Date for quality evaluation and approval. The Supplier shall maintain the same approved quality throughout the contract period. Samples submitted shall be paid for in accordance with the contract rates.

b)
Details of the Supplier's food safety management procedures, including harvesting, handling, packaging, storage, transportation and delivery processes, where applicable.

c)
Any additional product information considered necessary to demonstrate compliance with the required quality standards for fresh fruits and vegetables.

d)
The expected shelf life of all products supplied shall be clearly specified.

Other Requirements of the Supplier's Supply Information

Where the Supplier changes its producer, grower, packhouse or primary source of supply during the contract period, the Supplier shall notify the Purchaser in writing before any deliveries are made from the new source. The Supplier shall provide all relevant compliance documentation and allow sufficient time for the Purchaser to inspect the new production or packing facility where deemed necessary.

Production / Packing Facilities

The Supplier shall ensure that all production, packing and storage facilities used for the supply of fresh fruits and vegetables comply with applicable South African food safety legislation.
The Supplier shall maintain valid Certificates of Acceptability and any other applicable food safety certifications for all facilities involved in the supply of products under this contract.

Supplier Facility Inspection

The Purchaser reserves the right to inspect the Supplier's production, packing, storage and distribution facilities before commencement of the contract and at any time during the contract period to verify compliance with the contractual requirements.

Maintenance of Equipment and Delivery Vehicles

The Supplier shall ensure that all equipment, cold storage facilities and delivery vehicles used for this contract are maintained in good working order.
Maintenance records shall be made available to the Purchaser upon request.

Supply Requirements

The Supplier shall comply with the following minimum requirements:
a) No incorrect, damaged, contaminated, spoiled, expired or products nearing the end of their shelf life shall be accepted.
b) All products shall be inspected upon delivery before acceptance.
c) Where applicable, vehicle temperatures and product temperatures may be verified during delivery. Failure to comply with the specified temperature requirements may result in rejection of the affected products.
The Supplier shall replace any rejected products at no additional cost to Eskom within the agreed replacement period.

Constraints on How the Supplier Provides the Goods
Delivery Constraints

The Supplier's delivery programme shall include:

- Scheduled delivery dates.
- Product quantities.
- Delivery locations.
- Vehicle allocation where applicable.

Delivery dates shall be adhered to unless otherwise approved in writing by the Purchaser.

Delivery Schedule

The Supplier shall deliver fresh fruits and vegetables to **Matla Power Station** on an **"as and when required"** basis in accordance with Purchase Orders and delivery schedules issued by the Purchaser.
Deliveries shall be made within the specified delivery timeframes.

Packaging Requirements

All supplied products shall:

- Be clearly labelled.
- Be properly packed in clean food-grade packaging.
- Display the product description, packing date, supplier identification and batch information where applicable.
- Be packaged to prevent contamination and physical damage during transportation and storage.
- Be packed in a manner that facilitates safe handling and efficient storage.

Constraints at the Delivery Place

Deliveries shall be made to the **Matla Power Station, Site Kitchen, or any other location designated by the Purchaser.**

Cooperating with Others

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

Management meetings

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

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

Documentation control

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

Health and safety risk management

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

Environmental constraints and management

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

Quality

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

Invoicing and payment

Details on how to submit invoices and additional information:

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

Local Eskom invoices: invoiceseskomlocal@eskom.co.za

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

Refer to Station Specific information Item 22.13.

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

PLEASE NOTE

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

Contract change management

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

Cataloguing requirements by the *Supplier*

Where applicable Material numbers need to be clearly visible on item and invoice.

Data Capturing Forms are part of the returnables at completion of spares manufacturing

List of drawings

Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 *SUPPLIER*'S GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *service*s.
It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *service*s, 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.