



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 Frozen items on an "as and when"
required for a of 3 years to Tutuka Power Station Canteen.

Contents:	No of pages
Part C1 Agreements & Contract Data	[35]
Part C2 Pricing Data	[6]
Part C3 Scope of Work	[10]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[6]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[17]
C1.2b Contract Data provided by the <i>Supplier</i>	[2]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[8]

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 FROZEN ITEMS "AS AND WHEN" REQUIRED FOR A PERIOD OF 3 YEARS AT TUTUKA POWER STATION CANTEEN.

The tenderer, identified in the Offer signature block, has :

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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: _____

Name & signature of witness _____
(Insert name and address of organisation)
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 and Acceptance)	Agreements and Contract Data, (which includes this Form of Offer
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

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

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*Name &
signature
of witness

Date

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

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(13)	The <i>goods</i> are	Frozen food items
11.2(13)	The <i>services</i> are	Supply and delivery frozen food items
11.2(14)	The following matters will be included	• Community Strikes

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

in the Risk Register

- **Bad Quality of goods.**
- **Late deliveries**
- **Default during offloading of goods at site**
- **Industrial Actions**

11.2(15)	The Goods Information is in	Part 3: Scope of Work	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa.	
13.1	The <i>language of this contract</i> is	English.	
13.3	The <i>period for reply</i> is	3 working days.	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	frozen food items
			TBC
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.		
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	1 week of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	30 days after delivery.	
43.2	The <i>defect correction period</i> is	1 week after the notification by the service manager.	
42.2	The <i>defects access period</i> is	24 hour after noticing defects	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 26th 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	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (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.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	

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	50% of the contract value.
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and (2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date.
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	N/A
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 Contract Value
88.5	The <i>end of liability date</i> is	1 Month after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See

www.ice-sa.org.za)				
94.4(2)	The <i>tribunal</i> is:	arbitration		
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
94.4(5)	The place where arbitration is to be held is	[•]South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
10	Data for Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	The republic of South Africa is a compensation event if it occurs after the Contract Date.		
		[•]		
		[•]		
X7.1	Delay damages for Delivery are	Delivery of		amount per day
		frozen food items		2% of the purchase order value capped at 10%.

X17	Low performance damages		
X17.1	The amounts for low performance damages are:	Amount Replacement within 2 working days at contractor cost plus 2% of affected order value.	performance level Delivery of goods that does not meet the quality requirements.
Z	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 <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,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to

Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover

84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

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

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

87

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

Insurance against or name of policy	Minimum amount of cover or mini limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document

Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.

- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Purchaser's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

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

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

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

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

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

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

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

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

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	- No compensation is payable if the Supplier arrives on site without prior arrangement with Purchaser. - All goods shall be delivered to the main stores. - The Supplier ensures that all items to be supplied are to the standard and quality accepted by the Purchaser and ensures that they are suitable for the purpose intended for by the manufacturer. - The Supplier shall have no claim against the Purchaser in respect of delay due to the above constraints.	
2. The requirements for transport are	Supplier is responsible for transporting the goods to the delivery place.	
3. The delivery place is	Tutuka Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Purchaser
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as	

	applicable
	Specify other import documents required by authorised officials.

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

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

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

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

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

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

C1.3 Forms of Securities

N/A

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[6]

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
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>.

Any tax which the law requires the *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 *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the

price schedule;

- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

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

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

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

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

C2.2 the price schedule

Item no	Description	Unit	Quantity	Rate	Total Amount.
100	Frozen vegetables				
1	Asian Stir-Fry (6x1kg) \ box	box	2592		
2	Spinach Chopped (12x1kg) \ box	box	2592		
3	Peas (6x 1kg) \ box	box	2592		
4	Baby carrots (6x1kg) \ box	box	800		
5	Mixed Vegetables (6x1kg) \ box	box	2592		
6	Country Mix (6x1kg) \ box	box	2592		
7	Corn cut 6x1kg box	box	600		
8	Carrot Julienne(6x1kg)\box	box	600		
9	Pumkin chunks 6x1kg box	box	2592		
10	Garden mix veg 6x1kg box	box	800		
11	Cut green beans 6x1kg box	box	2592		
12	Broccoli & cauliflower 6x1kg box	box	800		
13	Sweet potato 6x1kg	box	800		
14	"Potato Chips Rest. (10mm) 4x2.5k \ box	box	8000		
200	Pastry items				
15	Large white flour wrap (8 in a pack)	pkt	3456		
16	Pastry: Phyllo 500g	Each	600		
17	Puff pastry 1kg	kg	600		
18	Croissant medium ready bake (100X 60gr) case	Each	10		
19	Cocktail assorted quiche 60s	Each	25		
20	Assorted samosas 60s	Each	35		
21	Assorted spring rolls 50s	Each	25		
22	Frozen Cornish 36s box	Each	200		
23	Frozen curry mutton 36s box	Each	200		
24	Frozen spinach & feta 36s box	Each	200		
25	Frozen sausage roll 40s box	Each	200		
26	Frozen pepper steak 36s box	Each	200		
27	Frozen chicken & mushroom 36s box	Each	200		

28	Mixed case medley 6x1.36kg box	Each	60		
29	Small tart base 200x45g box	Each	60		
30	Mini tart base 240x20g box	Each	60		
31	Speed bake mini-Danish selection 120x40g box	Each	60		
300	Dairy Products				
32	Mozzarella cheese loaf /2.5kg	kg	450		
33	Cheddar Cheese 2.5kg\loaf	Each	450		
34	Margarine Medium Fat 30x500g\ box	Each	450		
35	Butter Portions Mini Tubs 240x8gr\box	Each	288		
36	Assorted Yoghurt 175g	Each	35 000		
37	Cream Topping Classique 1lt	Each	1728		
38	Feta Cheese 3kg\bucket	Each	144		
39	Plain cream cheese 2.5kg	Each	144		
40	Amasi 500ml	Each	96		
400	Others				
41	Mini Pork Ribs Marinated 5kg, box.	kg	3000		
42	Chicken: ¼ leg 210g-240g 12kg box standard packed	Each	4000		
43	Chicken: breast fillet deboned/skinless 10kg standard packed	Each	2000		
44	Chicken: wings tipless 7kg standard packed	Each	2000		
45	Chicken: drumsticks 120g-150g 10kg box standard packed	Each	3000		
46	Chicken: livers 1kg standard packed	Each	2000		
47	Chicken: whole 1.5kg-1.8kg standard packed	Each	300		
48	Chicken: feet 10kg standard packed	Each	1000		
49	Fish: hake 4/6 5kg box	Each	6000		
50	Fish: snoek 1.5kg	Each	700		
51	Fish: smoked salmon 1kg	Each	500		
52	Crab sticks 1kg	Each	200		
53	Calamari tubes 1kg	Each	200		
54	Bacon Shoulders 1kg,	Each	3000		
55	Cheese grill (long) 1 kg	Each	3000		

56	Polony whole 2.5kg	Each	300		
57	Simply chicken polony 2.5kg	Each	300		
58	Ham sandwich loaf meat 3kg	Each	300		

The total of the Prices

CONTRACT NUMBER

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	8
C3.2	<i>Supplier's</i> Goods Information	1
	Total number of pages	

C3.1: PURCHASER'S GOODS INFORMATION

Contents

Part 3: Scope of Work	30
C3.1: Purchaser's Goods Information	31
1 Overview and purpose of the goods and services	33
2 Specification and description of the goods	33
2.1 Purchaser's design	33
2.2 Procedure for submission and acceptance of Supplier's design	33
2.3 Other requirements of the Supplier's design	33
2.4 Use of Supplier's design	33
2.5 Manufacture & fabrication	33
2.6 Factory acceptance testing (FAT)	34
2.7 Other tests and inspections and commissioning in place of use	34
2.8 Operating manuals and maintenance schedules	34
3 Supply Requirements	34
4 Specification of the services to be provided	34
5 Constraints on how the Supplier Provides the Goods	34
5.1 Programming constraints	34
5.2 Work to be done by the Delivery Date	34
5.3 Marking the goods	34
5.4 Constraints at the delivery place and place of use	34
5.5 Cooperating with Others	35
5.6 Services & other things to be provided by the Purchaser or Supplier	35
5.7 Management meetings	35
5.8 Documentation control	35
5.9 Health and safety risk management	35
5.10 Environmental constraints and management	36
5.11 Quality	39
5.12 Invoicing and payment	39
5.13 Insurance provided by the Purchaser	40
5.14 Contract change management	40
5.15 Provision of bonds and guarantees	40
5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the Supplier	Error! Bookmark not defined.
6 Procurement	40

<u>6.1</u>	<u>Subcontracting</u>	40
<u>6.1.1</u>	<u>Preferred subcontractors</u>	40
<u>6.1.2</u>	<u>Limitations on subcontracting</u>	40
<u>6.1.3</u>	<u>Spares and consumables</u>	40
<u>6.1.4</u>	<u>Other requirements related to procurement</u>	40
<u>6.1.5</u>	<u>Cataloguing requirements</u>	40
<u>7</u>	<u>List of drawings</u>	41
<u>7.1</u>	<u>Drawings issued by the Purchaser</u>	Error! Bookmark not defined.
<u>C3.2</u>	<u>Supplier's Goods Information</u>	xlii

1. Overview and purpose of the *goods and services*

Supply and delivery frozen food items to Tutuka Power Station canteen on an "as and when" required basis.

The supplier is required to delivery frozen items, and the delivery will be once per week as per instruction on order placement.

- Monday to Thursday deliveries not later than 15H00 and Friday before 11H00. It might be required occasionally to deliver more than once a week.
- A purchase order will be issued to the supplier with the required items and quantities.
- 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 With Temperature between -5 Degree to 0 degree to maintain the frozen food items at the required temperature. No frozen food items will be loaded on an open and unrefrigerated vehicle.

Frozen food items are 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.

2. Specification and description and requirements of the *goods*

Frozen food items, which is not meeting minimum standard of human consumption, will be sent back. All frozen food items delivered must comply to the following and more:

- Frozen food items must be packaged in boxes.
- Delivery date and expiry date on the package.
- No frozen food items will be accepted in a soiled box or leaking blood.
- Unrefrigerated vehicle OR low temperature of frozen items.
- Not correctly packed and wrapped inside the box or container as per scope.
- Defrosted frozen food items will to be accepted.

2.1. *Purchaser's design*

N/A

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

N/A

2.3. *Other requirements of the Supplier's design*

N/A

2.4. *Use of Supplier's design*

N/A

2.5. *Manufacture & fabrication*

N/A

2.6. Factory acceptance testing (FAT)

N/A

2.7. Other tests and inspections and commissioning in place of use

N/A

2.8. Operating manuals and maintenance schedules

N/A

3. Supply Requirements

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

4. Specification of the services to be provided

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

5. Constraints on how the Supplier Provides the Goods

5.1. Programming constraints

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

5.2. Work to be done by the Delivery Date

N/A

5.3. Marking the goods

N/A

5.4. Constraints at the delivery place and place of use

- Monday to Thursday deliveries not later than 15H00 and Friday before 11H00. It might be required occasionally to deliver more than once a week.
 - Lifesaving rules must be adhered at all times.
 - Access is limited and controlled by Plant Safety Regulations requirements.
 - No employee will be allowed to access site without access permit issued.
 - All personnel must attend induction before working on site and they must obtain gate permits via the *Supply Manager and Employer's Security Services*.
 - Unauthorised access to site is prohibited. The personnel are expected to be at their working site area at all times.

- No recruitment on site or at the main access gates.

5.5. Cooperating with Others

N/A

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

N/A

5.7. Management meetings

Compliance Monitoring

The following requirements for conducting and monitoring the supply and delivery will apply. The Contractor shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose supply and delivering of frozen items. The Contractor shall attend the Site meetings when deemed required by the Employer.

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Contractual meetings	Once a month	Eskom Premises	Eskom representative and Management
SHEQ meeting	Once a month	Eskom premises or Teams	Eskom representative and management

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

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

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

5.8. Documentation control

N/A

5.9. Health and safety risk management

The Supplier shall ensure that all frozen food products supplied under this Contract comply with the specified product requirements, applicable food safety legislation, recognised food safety

management systems and the Employer's quality requirements. Products shall be delivered in refrigerated vehicles maintaining a temperature of -18°C or lower, with continuous cold chain integrity maintained throughout transportation. All products shall be correctly labelled, fully traceable, free from defects and have a minimum of 80% of their remaining shelf life at the time of delivery. The Employer reserves the right to inspect, reject, sample, and audit products and the Supplier's facilities where non-conformance with the Contract is suspected.

The supplier should comply with:

- Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- Consumer Protection Act, 2008 (Act 68 of 2008)
- National Health Act, 2003 (Act 61 of 2003)
- Relevant regulations relating to the handling, transport, storage, and labelling of food products.
- Occupational Health and Safety requirements applicable during delivery to the Employer's premises.

5.10. Environmental constraints and management

Environmental Compliance

- The Supplier shall comply with all applicable environmental legislation, regulations, permits, standards, and the Employer's environmental management requirements throughout the duration of the Contract.
- The Supplier shall ensure that all activities associated with the supply and delivery of frozen food products are undertaken in a manner that prevents pollution and minimises environmental impacts.

Environmental Management

- The Supplier shall implement appropriate environmental management practices to minimise environmental risks associated with:
 - Transportation of frozen food products.
 - Storage and handling of products.
 - Packaging materials.
 - Waste generation.
 - Spill prevention.
 - Resource consumption.
- Where applicable, the Supplier shall maintain an Environmental Management System consistent with the principles of ISO 14001:2015.

Pollution Prevention

- The Supplier shall take all reasonable measures to prevent environmental pollution during transportation and delivery activities.
- This includes preventing:
 - Fuel spills.
 - Oil leaks.
 - Refrigerant leaks from refrigerated vehicles.
 - Littering.
 - Contamination of soil or stormwater systems.

Any environmental incident occurring on the Employer's premises shall be reported immediately to the Employer's Representative.

Waste Management

The Supplier shall minimise waste generation and ensure that all waste generated during deliveries is managed in accordance with applicable legislation.

- The Supplier shall:
- Remove all packaging waste generated during deliveries.
- Prevent unnecessary packaging.
- Dispose of waste at licensed disposal facilities where applicable.
- Maintain good housekeeping practices.
- No waste may be left on the Employer's premises unless specifically authorised.

Packaging Requirements

The Supplier is encouraged to use environmentally responsible packaging materials where reasonably practicable.

Packaging should:

- Minimise unnecessary waste.
- Be recyclable where possible.
- Protect products from damage.
- Be suitable for frozen food transportation.
- Damaged packaging shall be removed from the Employer's premises by the Supplier.

Refrigerated Vehicles

- The Supplier shall ensure that refrigerated vehicles:
- Are properly maintained.
- Operate efficiently.
- Do not leak refrigerants or fuel.
- Maintain the required storage temperatures throughout transportation.
- Vehicle maintenance records shall be made available upon request.

Spill Management

- The Supplier shall ensure that delivery personnel are trained to respond appropriately to environmental incidents.
- Suitable spill response equipment shall be available on delivery vehicles where required.
- In the event of any spill involving:
- Fuel
- Oil
- Refrigerants
- Chemicals

the Supplier shall:

- Immediately contain the spill.
- Notify the Employer.
- Clean up the spill.

- Dispose of contaminated materials in accordance with environmental legislation.

Housekeeping

- The Supplier shall maintain good housekeeping during all delivery activities.
- Delivery areas shall be left clean and free from:
 - Packaging materials.
 - Plastic wrapping.
 - Damaged pallets.
 - General waste.

Noise and Vehicle Emissions

- The Supplier shall ensure that delivery vehicles:
 - Are roadworthy.
 - Are regularly serviced.
 - Do not produce excessive smoke or emissions.
 - Do not idle unnecessarily while on the Employer's premises.

Environmental Awareness

- Personnel entering the Employer's premises shall:
 - Comply with site environmental rules.
 - Attend environmental induction where required.
 - Follow instructions issued by the Employer regarding environmental protection.

Incident Reporting

The Supplier shall immediately report any environmental incident, including but not limited to:

- Fuel spills.
- Refrigerant leaks.
- Pollution events.
- Waste disposal incidents.
- Damage to vegetation.
- Damage to drainage systems.

A written incident report shall be submitted within 24 hours.

Compliance Monitoring

The Employer reserves the right to:

- Conduct environmental inspections.
- Audit the Supplier's environmental compliance.
- Request environmental records.
- Verify corrective actions implemented following environmental incidents.
- Failure to comply with environmental requirements may constitute a breach of contract and may result in corrective action in accordance with the Contract.
- Environmental Deliverables
- The Supplier shall provide, where applicable:

- Environmental Policy.
- Waste Management Procedure.
- Spill Response Procedure.
- Vehicle Maintenance Records.
- Environmental Incident Register (upon request).
- Environmental Training Records for delivery personnel.

5.11. Quality

The supplier should demonstrate that they operate an effective Quality Management System.

The contract should require:

- A documented Quality Management System.
- Preferably certification to ISO 9001:2015.
- Procedures for:
 - Receiving products
 - Storage
 - Handling
 - Dispatch
 - Traceability
 - Corrective actions

Evidence to request:

- ISO 9001 Certificate (if applicable)
- Quality Manual
- Quality Procedures

5.12. Invoicing and payment

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

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required).

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

5.13. Insurance provided by the Purchaser**5.14. Contract change management**

- Where *Contractor* does Name Changes, Mergers, Acquisitions and Cessions the *Employer's* procedures must be followed. (Eskom Procurement and Supply Management)
- In a case where one *Contractor* takes over from another *Contractor*, the *Site Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information.
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

5.15. Provision of bonds and guarantees

N/A

6. Procurement**6.1. Subcontracting****6.2. Preferred subcontractors**

N/A

6.3. Limitations on subcontracting

N/A

6.4. Spares and consumables

N/A

6.5. Other requirements related to procurement

Other requirements such as ASGISA or socio political enhancements the *Supplier* is to provide as part of Providing the Goods and Services (if any) could be included here.

6.8. Cataloguing requirements by the *Supplier*

N/A

7. List of drawings

N/A

C3.2 SUPPLIER'S GOODS INFORMATION

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

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

This section could also be compiled as a separate file.
