



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 Kitchen Supplies at Kendal
Power Station for a period of Five years, "as and
when required"**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]

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 Kitchen Supplies at Kendal Power Station for a period of Five years, "as and when required"

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

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

	The offered total of the Prices exclusive of VAT is	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 (if available) 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

No	Subject	Details
1	N/A	[•]

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

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

For the tenderer:

For the Purchaser

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness	_____	_____
Date	_____	_____

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	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
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	(in words) [●]	

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Name(s)

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**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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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.

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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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	
10 1	The <i>Purchaser</i> is (name)	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No	011 800 2111
10 1	The <i>Supply Manager</i> is (name)	Carol Lephoto
	Address	Kendal Power Station Near Ogies, on JHB/Witbank Road Witbank Emalahleni, 1035
	Tel	+27 13 647 6063
	e-mail	NgobenCP@eskom.co.za
11 2(13)	The <i>goods</i> are	Supply and delivery of Kitchen Supplies at Kendal Power Station for a period of Five years, "as and when required"
11 2(14)	The following matters will be included in the Risk Register	[•]
11 2(15)	The Goods Information is in	Part 3: Scope of Work and all documents to which it makes reference.
11 2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data

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

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	Within eight (8) hours, or any other period agreed between the Parties.
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30 1	The <i>starting date</i> is	01 July 2022 or as soon as possible
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is	<p>Once the purchase order is placed the following will be expected delivery dates:</p> <ul style="list-style-type: none"> • Twenty-four (24) hours for urgent goods. • Forty-eight (48) hours for normal goods; and • An alternative delivery date will be negotiated between the Parties.
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date	[no data required]
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	One week of the Contract Date.
32 2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two weeks.
4	Testing and defects	
42	The <i>defects date</i> is	One week after Delivery.
43 2	The <i>defect correction period</i> is	<p>The <i>Supplier</i> corrects notified Defects within 1 week of the defect being notified to the <i>Supplier</i> by the Supply Manager or his/her delegate or such longer period as is reasonable under the circumstances and agreed by the Parties.</p> <p>Purchaser shall provide access to the <i>Supplier</i> to collect the defected goods for correction or replacement. <i>Supplier</i> shall be liable for <i>Supplier's</i> own costs incurred as a result of such action only.</p>
42 2	The <i>defects access period</i> is	Two days.
5	Payment	
50 1	The <i>assessment interval</i> is	After each delivery
51 1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after receipt of the <i>Supplier's</i> valid tax invoice.

51 4 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.

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	Additional to clause 80.1, of the SC3, the following are Purchaser's risks <ul style="list-style-type: none"> • Natural disaster • Unavailability of the Power Station
84 1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract Data
	1 Insurance against	Loss of or damage to the <i>goods</i> , plant and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B
		If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical

		loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84 2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> .
84 2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is	<p>whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately.</p> <p>However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for exposure to Generation Division property • for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.
84 2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88 1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88 2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A", insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>and</p> <p>(2) for all other existing <i>Purchaser's</i> property, the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for Generation Division property. <p>See notes in Annexure B</p>

88 3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to	The total price of the purchase order.
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 price of the estimated contract value.
88 5	The <i>end of liability date</i> is	Six months after Delivery of the whole of the goods.

9 Termination and dispute resolution

94 1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
94 2(3)	The <i>Adjudicator nominating body</i> is	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94 4(2)	The <i>tribunal</i> is	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		15%	non-adjustable	
		1.00		

X2	Changes in the law		
X2.1	A change in the law of	[●] is a compensation event if it occurs after the Contract Date	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		0 05% to 0 5 % of that purchase order	Per purchase order per day per delay
Z	The additional conditions of contract are		
		Z1 to Z12 always apply for Eskom	
Z1	Cession delegation and assignment		
Z1 1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i>		
Z1 2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry		
Z2	Joint ventures		
Z2 1	If the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.		
Z2 2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf		
Z2 3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing		
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		
Z3 1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change		
Z3 2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i>		
Z3 3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services		
Z3 4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93		

Z4 Confidentiality

- Z4 1 The *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
- Z 12 1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
- Z 12 2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Goods and Services for this reason
- Z 12 3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Goods and Services for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3
- Z 12 4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation

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 2010² as follows

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

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

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

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

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

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

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

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

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply]

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

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

Annexure B: Insurance provided by the Purchaser

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

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

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

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

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

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

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

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

All other insurance

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

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

- 1 Please read both the NEC3 Supply Contract (SC3)¹ and the relevant parts of its Guidance Notes (SC3-GN)² 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 and 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><tr><td>2</td><td>[•]</td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	[•]	2	[•]
<i>goods and services</i>	<i>delivery date</i>							
1	[•]							
2	[•]							
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	%						

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

² 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

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

C2.1 Pricing assumptions

1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

2. 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.

3. 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

3.1. 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 nr	Material No.	Description	Unit	Quantity	Rate Per Unit	Total Price for 5 Years (60nMonths)
1	0184852	MILK BEVERAGE, UHT PROCESSED, LONG LIFE	L	117 080		
2	0016489	CUP, DISPOSE POLYSTYRENE,250 ML	EA	717		
3	0017031	SUGAR, REFINED PKT,2 5 KG	KG	27 485		
4	0017032	COFFEE, INSTANT RICOFFY, RICOFFY DECAFF	EA	3 510		
5	0017033	TEA TAGLESS,100 BAGS, 250G BOX	EA	6 310		
6	0161168	TEA R00IB0STEEBAG, ROOIBOS, BOX,200 G	EA	4 461		
7	0158540	STICK STIRRING, WD 10 X LG 115 X THK 1 MM	EA	294		
8	0017026	PAPER TOILT ROLL,1, WHITE, PERFORATED,	EA	101 436		
9	0017027	TOWEL PPR DISPOSABLE, WD 240 MM,LG 360 MM	EA	14 134		
10	0017029	TOWEL PPR DISPOSABLE, WD 270 MM,LG 1 5 KM	EA	1 021		
11	157543	DEODORANT AIR,BLOCK,PEP PINE	EA	8000		
12	159823	POLISH FLR SELF SHINE EMULSION,CAN 25 L	L	5000		
13	161132	CLEANER HND DISPENSING LIQUID SOAP	L	13200		

Total of Prices for Five years Excluding Vat

Note:

- ♦ The above prices exclude VAT but include all cost relevant for the supply and delivery of groceries

Contractor:

PRINT NAME AND SURNAME

SIGNATURE

DATE

Price List

HEALTH AND SAFETY

Item	Description	Qty	Price ea/ person	Total price
1	Medicals (only if annual medical certificate expired) - Applicable			
2	Health and Safety Plan – Not applicable	N/A	N/A	N/A
3	Health and Safety File – Applicable			
4	Safety Training employees - Applicable			
5	Health and Safety Officer (if >40 employees) Not applicable	N/A	N/A	N/A
6	Hard hats with strips(Hooked on the hats itself not inside) – Applicable			
7	Overalls - Applicable			
8	Gloves - Applicable			
9	Shoes (Safety boots) – Applicable			
10	Hearing protection – Not applicable	N/A	N/A	N/A
11	Safety goggles – Not applicable	N/A	N/A	N/A
12	Safety harnesses(with big hooks not small hooks) Not applicable	N/A	N/A	N/A
13	First Aid box for every 50 employees – Not applicable	N/A	N/A	N/A
14	Dust mask – Covid mask – Not Applicable	N/A	N/A	N/A
TOTAL VALUE FOR HEALTH AND SAFETY FOR THE FIRST YEAR OF CONTRACT				

The above prices excludes VAT

* Training 1) Includes Manual, Assessment Documents, Theoretical Training & Practical Training

It is compulsory for the Contractor to visit Kendal Safety Department after contract award and before any work may commence to

- 1) be appointed in writing, and
- 2) sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing

Contractor:

PRINT NAME AND SURNAME

SIGNATURE

DATE

ESCALATION - CPA

The only escalation clause acceptable to Eskom will be as follows

FIXED:

YEAR 1: 01/07/2022- 30/06/2023

ESCALATION:

YEAR 2: 01/07/2023 – 30/06/2024

YEAR 3: 01/07/2024– 30/06/2025

YEAR4 01/07/2025 – 30/06/2026

YEAR5: 01/07/2026 – 30/06/2027

Description	Percentage (%)	Indices based on (e.g. Seifsa)
Fixed	Minimum 15%	
TOTAL	100%	

Prices will be fixed for the first year. Thereafter, prices will be subject to an annual increase in accordance to indices stated above. 15% of the prices will remain fixed and 85% will be subject to escalation. Base date **March 2022**.

Please choose one of the following

PRICES/RATES FIXED FOR FULL CONTRACTUAL PERIOD? YES ☐ NO ☐

OR

PRICE/RATES SUBJECT TO ESCALATION CLAUSE ABOVE? YES ☐ NO ☐

Supplier:

--	--	--

Print Name	Signature	Date

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3 1	Purchaser's Goods Information	
C3 2	Supplier's Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

The supply and delivery of the following Kitchen supplies to Kendal Power Station for a period of five (5) years, "as and when required"

2 Specification and description of the *goods*

0184852 MILK: SPECIFIC USE: BEVERAGE; PREPARATION TYPE. UHT PROCESSED; FOOD QUALITY: LONG LIFE; FLAVOR: FULL CREAM; CONTAINER TYPE: CARTON; CONTAINER CAPACITY: 1 L; PARMALAT OR CLOVER; SHELF LIFE; MANUFACTURING DATE; EXPIRY DATE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0016489 CUP, DISPOSABLE: MATERIAL: POLYSTYRENE; CAPACITY: 250 ML; TALLTYPE ROUND DRINKING EDGE, NO HANDLE, STANDARD PACK. 1000 PER BOX, 1 EACH = 1 BOX; REFERENCE NO: 5027; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0017031 SUGAR, REFINED: PACKAGE TYPE: PKT; PACKAGE WEIGHT: 2.5 KG; WHITE; PACKED IN 10 X 2.5KG PACKETS PER BALE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0017032 COFFEE, INSTANT. TYPE: RICOFFY DECAFF; BRAND NAME: NESTLE; FORM: GRANULES; PACKAGE TYPE: TIN; PACKAGE WEIGHT: 750 G; WITH CHICORY.; PART NO: RICOFFY, SUPPLIER: UNKNOWN; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0017033 TEA. TYPE: JOKO; PACKAGE TYPE: BOX; PACKAGE WEIGHT: 250 G; TAGLESS 100 BAGS; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)

0161168 TEA. TYPE: ROOIBOS; PACKAGE TYPE: BOX; PACKAGE WEIGHT: 200 G; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0158540 STICK: TYPE: STIRRING; DIMENSIONS. WD 10 X LG 115 X THK 1 MM; MATERIAL. PLASTIC; 1000 PER BOX; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0017026 PAPER, TOILET: USAGE FORM: ROLL; PLY QUANTITY: 1; COLOR: WHITE; PERFORATED, SHALL BE WOUND ON TO A CORE AND SHALL BE OF THE UNDERMENTIONED SHEET COUNT, 500 SHEETS AND MULTIPLES OF 100 SHEETS PER ROLL ABOVE 500 SHEETS, WRAPPED IN POLYTHENE BAGS CONTAINING 48 ROLLS SABS SPEC 648-1984 AS AMENDED; CORE SIZE: 40 MM; SIZE: WD 100 X LG 110 MM, VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)

0017027 TOWEL, PAPER: TYPE: DISPOSABLE; WIDTH: 240 MM; LENGTH: 360 MM; COLOR: WHITE; 1 PLY; 2.7KG WEIGHT PER BARREL ROLL; 4 PER CASE; REFERENCE NO: 286716; REFERENCE NO: 325; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

0017029 TOWEL, PAPER. TYPE. DISPOSABLE; WIDTH: 270 MM; LENGTH: 1.5 KM; COLOR: WHITE; SINGLE PLY; SUPPLIED ONE ROLL PER POLY BAG; REFERENCE NO. 066715; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).

2.1 *Purchaser's design*

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

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

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

2.3 Other requirements of the *Supplier's* design

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

2.4 Use of *Supplier's* design

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

2.5 Manufacture & fabrication

Not Applicable

2.6 Factory acceptance testing (FAT)

As per Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections.

2.7 Other tests and inspections and commissioning in place of use

Once the goods are delivered at Kendal Power Station (Warehouse), goods receipts will be done (however the goods will still undergo a Quality Control (QC) process no later than seventy two (72) hours after delivery. If the goods pass the QC process they will be stored in the Warehouse. Should the goods fail the QC process, the Purchaser will inform the Supplier of such, the Supplier must make the necessary arrangements to come and collect the goods (at his costs) no later than 48 hours after notice is issued.

2.8 Operating manuals and maintenance schedules

Not Applicable

3 Supply Requirements

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

4 Specification of the *services* to be provided

Not Applicable

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Not Applicable

5.2 Work to be done by the Delivery Date

A Delivery Date is the date that will be indicated in the purchase order, which is constituted by the Supplier arriving at the Delivery Place with the goods to the Delivery Place, offload the goods, the goods then undergo a Quality Control process to ensure they meets the required standard and conform to requirements

5.3 Marking the *goods*

The goods that will be delivered needs to be clearly marked i.e their description, sizes, quantities and all relevant information

5.4 Constraints at the delivery place and place of use

Not Applicable, but the Delivery Place is Stores at Kendal Power Station (which is a National Key Point) and all the rules and regulations will apply

5.5 Cooperating with Others

Not Applicable

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

Not Applicable, however, the Purchaser will provide access to the Supplier when the Supplier intends or wants to deliver the goods to the Delivery Place

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by
Deliveries target dates	Monthly on (date and time to be confirmed)	Kendal Power Station	<i>Purchaser</i> and <i>Supplier</i> Representatives
Risk register	Monthly on (date and time to be confirmed)	Kendal Power Station	<i>Purchaser</i> and <i>Supplier</i> Representatives

Overall contract progress and feedback	Monthly on (date and time to be confirmed)	Kendal Power Station	<i>Purchaser and Supplier Representatives</i>
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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

All documentation relating to this Contract must be kept in one original file and one duplicate file which will be compiled by the Supplier's resources according to documentation management system. The original file will be kept by the Supplier's and the duplicate file will be submitted to the Purchaser for storage. Reports to be submitted within 30 calendar days.

5.9 Health and safety risk management

The *Supplier* shall comply with the following health and safety requirements:

- Annexure B Acknowledgement of Eskom SHE rules and other requirements
- Valid letter of good standing
- Demonstrate medical fitness of employees that will come to site to supply the spares
- Baseline Risk Assessment that indicate activity, hazards, risk rating to indicate raw risk level and residual risk
- Provide a signed SHE policy that is in compliance with the OHS Act as well as conforms to requirements as stipulates in the OHSAS 18001 Standard

Note: The above-mentioned documents shall be submitted by supplier on request to Kendal Power Station SHE department prior to delivery of goods or access to site.

5.10 Environmental constraints and management

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

5.11 Quality

Quality assurance requirements

General

- The *Supplier* complies with the *Employer's* quality and technical requirements including those listed in the *Employer's* specification document QM58 (Quality Management Specification 240- 105658000).

- b The *Supplier* submits a QMS as a returnable schedule and uses it for all phases of the Project. The QMS complies with the requirements of ISO 9001 standard. The *Supplier* provides evidence of a fully implemented QMS as and when requested by the *Employer*. The *Supply Manager* may at his sole discretion carry out an audit on the *Supplier*, the *Supplier's* suppliers and Sub-Suppliers.

Quality Management documents requirements

The *Supplier* submits the following document after contract award to the *Supply Manager* for review and acceptance and prior to the commencement of work.

The *Supplier* will supply the *Supply Manager* with a QCP which will detail the *Supplier's* organisation, quality assurance and quality control procedures specific to this project. The QCP must be aligned to, and reference ISO 10005 2005 QMS, guidelines for quality plans and in compliance with the guideline in QM 58 (Quality Management Specification 240- 105658000). The QCP will make reference to the *Supplier's* QMS Procedures to be used in this Contract.

- a The *Supplier's* QMS compliance with the requirements of ISO 9001
- b *Supplier's* quality manual
- c *Supplier's* quality procedures
- d *Supplier's* quality forms and work instructions
- e *Supplier's* quality system documents referenced in this Works Information

The *Supplier* supplies the *Supply Manager* with a QCP or ITP for review and acceptance.

The *Supplier* provides CVs of the quality management employees who will be responsible for quality on site.

Quality Management employee's responsibilities include but are not limited to the following:

- a Administration of QA/QC functions
- b Verification of approval status of their or Sub-Supplier's QCP and procedures/
- c On-and -offsite inspections
- d Co-ordination, inspection and verification of the Employer's intervention points
- e Review of Supplier testing and inspection documents (procedures, test results)

The *Supplier* submits as a minimum the following documents, as required by the *Employer*, which requirement does not constitute a compensation event, during the execution of the Works:

- a Updated QCP register
- b Inspection notifications accompanied by their inspection report
- c Non-conformance and Defects registers and reports
- d Updated Site and off-site inspection schedules
- e Inspections completed/outstanding
- f Inspection and test reports

Quality Responsibility

- a The *Supplier* is accountable for the quality of the output and liable for any failures
- b The *Supplier* is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the *Supply Manager* requirements
- c The intervention points include all witness, hold, verification and review points required by the *Supply Manager*. The *Supplier's* failure to allow the intervention points will constitute a non-conformance

Inspections

- a The *Supplier* is responsible for the inspection of all the Works that is performed, and the *Supply Manager* only verifies that the Works is conducted as per the Contract
- b The *Supplier* conducts all inspections in accordance with the accepted QCP / ITP
- c The *Supplier* drafts a QCP or ITP which shows each activity and submits to the *Supply Manager* for acceptance
- d The *Supplier* provides suitably qualified personnel to conduct on-and-offsite inspections
- e The *Supplier* ensures that all Works are inspected and approved before the *Supply Manager* is invited for verification

Non-Conformances and Defects

Where NCR's and Defect notifications are issued, the *Supplier* acknowledges receipt as per reply period and proposes corrective and preventive actions to the *Supply Manager* as per the contract response period. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCR's and Defect notifications issued to the *Supplier* must be reported to the *Supply Manager* on weekly basis.

- a The *Supplier's* keeps a register of all NCR's and Defect notifications issued
- b Deviations from the Contract are treated as a non-conformance
- c Records of NCRs and Defect notifications are kept and form part of the data book records

During the contract execution phase, the *Supplier* will be monitored by the *Supply Manager* for performance on quality related aspects. The monitoring will be in the form of audits and assessments.

Quality Reporting

The *Supplier* submits a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects
- b) Updated QCP / ITP register
- c) Planned and completed local and foreign inspection dates

d) Completed and outstanding Inspections

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)
- All invoices must be submitted to invoiceseskomlocal@eskom.co.za after the goods have passed the Quality Control processes which include goods receipts

5.13 Insurance provided by the *Purchaser*

As per Core Clause 84 1

5.14 Contract change management

Not Applicable

5.15 Provision of bonds and guarantees

Not Applicable

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

Supplier to keep all related and relevant documentation to this contract for a period of five years

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subSuppliers

Not Applicable

6.1.2 Limitations on subcontracting

Not Applicable

6.1.3 Spares and consumables

Not Applicable

6.1.4 Other requirements related to procurement

Not Applicable

6.1.5 Cataloguing requirements by the *Supplier*

All required goods need to be catalogued, those goods that are not catalogued will need to be catalogued

7 List of drawings

7.1 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
Not Applicable.		

C3.2 *SUPPLIER'S* GOODS INFORMATION

Refer to attached list of spares description and estimated quantities