



## **NEC3 Supply Contract (SC3)**

**Between ESKOM HOLDINGS SOC LIMITED  
(Reg No. 2002/015527/06)**

**and**

**for The Manufacture, Test and Supply Ex-works of  
estimated quantities of various POLE TOP SMART  
METER DISTRIBUTION BOXES on an 'as and when'  
required basis for a period of two (2) years for the  
Central East Cluster (Kwa-Zulu Natal and Free State  
Operating Units).**

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**Part C3 Scope of Work**

**ENQUIRY NUMBER KZN028**

**TENDER DEADLINE 10 August 2022 @ 10h00**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

**The Manufacture, Test and Supply Ex-works of estimated quantities of various POLE TOP SMART METER DISTRIBUTION BOXES on an 'as and when' required basis for a period of two (2) years for the Central East Cluster (Kwa-Zulu Natal and Free State Operating Units**

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	<b>REVERSE e-AUCTION</b>
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT	

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

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Purchaser

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

Name &  
signature of  
witness

Date

## 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) _____	<b>Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199</b>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 SC3 Contract Data

### Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		<p>X1 Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Supply Contract (December 2013) <sup>1</sup>	
10.1	The <i>Purchaser</i> is	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Thabile Sibiya
	Address	25 Valley View Road, New Germany, 3620
	Tel	031 710 5396
	Fax	086 6060 2017
	e-mail	Sibiyath@eskom.co.za
11.2(13)	The <i>goods</i> are	POLE TOP SMART METER DISTRIBUTION BOXES
11.2(14)	The following matters will be included in the Risk Register	Late deliveries
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
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	2 days
2	<b>The <i>Supplier's</i> main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009, [www.ecs.co.za](http://www.ecs.co.za).

and terms in italics used in this section are identified elsewhere in this Contract Data.

<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	November 2022 or as soon as possible thereafter
30.1	The delivery date of the goods:	Will be stated on the purchase order
<b>4</b>	<b>Testing and defects</b>	
42	The <i>defects date</i> is	Fifty two (52) weeks after Delivery.
43.2	The <i>defect correction period</i> is	2 weeks
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Monthly
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 from date of invoice.
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.
<b>6</b>	<b>Compensation events</b>	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.
<b>7</b>	<b>Title</b>	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.

## insurance

80.1	These are additional <i>Purchaser's</i> risks	1. Late deliveries
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 from Eskom Group Insurance</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"> <li>• R15 million (fifteen million Rand) for Generation Division property;</li> <li>• R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;</li> <li>• R2 million (one million Rand) for Distribution Division and all other <i>Purchaser's</i> property</li> </ul>
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 value of the contract
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 value of the contract
88.5	The <i>end of liability date</i> is	One year after Delivery of the whole of the goods.
9	<b>Termination and dispute resolution</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )



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	
	- 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	<div>The <i>base date</i> for indices is</div> <div>The proportions used to calculate the Price Adjustment Factor are:</div>	<div>[•]</div> <table><thead><tr><th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr></thead><tbody><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>[•]</td><td>non-adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></tbody></table>		proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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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	0.25% per day up to a maximum of 15% per batch order.																									
Z	<div>The <i>additional conditions of contract</i> are</div> <div>Z1 to Z15 always apply for Eskom</div>																										

## Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the goods or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
  - undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

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

**Z9 Purchaser's limitation of liability**

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is

limited to R0.00 (zero Rand)

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

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

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

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

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

**Z12 Ethics**

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

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

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

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Supplier*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

- Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

### Z13Insurance

#### 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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the goods, 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	<b><u>Loss of or damage to property</u></b> <b><u>Purchaser's property</u></b> 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.  <b><u>Other property</u></b> The replacement cost  <b><u>Death of or bodily injury</u></b> 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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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
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## **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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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

<b>1. The requirements for the supply are</b>	Are stated in the specification	
<b>2. The requirements for transport are</b>	Rotran will provide transportation	
<b>3. The delivery place is</b>	Will be stated on the purchase order	
<b>4. Actions of the Parties during supply</b>	<b>Action</b>	<b>Party which does it</b>
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Eskom
	Pay costs of transport	Eskom
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Eskom / Rotran
<b>For international procurement</b>	Undertake export requirements	
	Undertake import requirements	
<b>5. Information to be provided by the Supplier</b>	<b>Title of document</b>	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
<b>For international procurement</b>	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.	

## 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)<sup>1</sup> and the relevant parts of its Guidance Notes (SC3-GN)<sup>2</sup> 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. Email address:	
11.2(11)	The tendered total of the Prices is	
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	<b>Late deliveries</b>
30.1	The <i>delivery date</i> of the goods and services is:	<b>As per the order</b>

<sup>1</sup> Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://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>	1

## 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:

<b>Identified and defined terms</b>	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.
<b>Assessing the amount due</b>	50.2	The amount due is
		<ul style="list-style-type: none"><li>• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,</li><li>• 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,</li><li>• plus other amounts to be paid to the <i>Supplier</i>,</li><li>• less amounts to be paid by or retained from the <i>Supplier</i>.</li></ul> <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*

**REVERSE E-AUCTION WILL BE CONDUCTED FOR THIS ENQUIRY,  
TENDERERS ARE REQUESTED NOT TO TENDER THEIR PRICES AT  
THIS STAGE.**

Item No.	SAP NO.	Description	UNIT	Estimated Quantities
1	245949	BOX, POLE TOP SMART SPLIT METER, 2-WAY, 20A	EA	77800
2	670228	BOX, POLE TOP SMART SPLIT METER, 2-WAY, 60A	EA	3700
3	229922	BOX, POLE TOP SMART SPLIT METER, 4-WAY, 20A	EA	56800
4	245950	BOX, POLE TOP SMART SPLIT METER, 4-WAY, 60A	EA	8700
5	670312	BOX, POLE TOP SMART SPLIT METER, 6-WAY, 20A	EA	10200
6	670315	BOX, POLE TOP SMART SPLIT METER, 6-WAY, 60A	EA	3700
7	229921	BOX, POLE TOP SMART SPLIT METER, 8-WAY, 20A	EA	1500

**LEAD TIME: .....**

**ROTRAN TO PROVIDE TRANSPORTATION OF THE GOODS.**

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

## C3.1: PURCHASER'S GOODS INFORMATION

### 1. Specification of the services to be provided

The Manufacture, Test and Supply ex-works of estimated quantities of various POLE TOP SMART METER DISTRIBUTION BOXES on an 'as and when' required basis for a period of two (2) years for the Central East Cluster (KwaZulu-Natal and Free State Operating Units). Rotran will provide transportation of the goods.

Item No.	SAP NO.	Full Description
1	245949	BOX, POLE TOP SMART SPLIT METER, 2-WAY, 20A
2	670228	BOX, POLE TOP SMART SPLIT METER, 2-WAY, 60A
3	229922	BOX, POLE TOP SMART SPLIT METER, 4-WAY, 20A
4	245950	BOX, POLE TOP SMART SPLIT METER, 4-WAY, 60A
5	670312	BOX, POLE TOP SMART SPLIT METER, 6-WAY, 20A
6	670315	BOX, POLE TOP SMART SPLIT METER, 6-WAY, 60A
7	229921	BOX, POLE TOP SMART SPLIT METER, 8-WAY, 20A

### 1.1 Technical Requirements

**Document KZN22SGTC01** – Technical evaluation Criteria for Smart Meter Pole Top Boxes sets out the standardised Central East Cluster technical evaluation criteria and evaluation methodology for smart split meter pole top boxes for outdoor applications and includes the necessary annexures.

The technical evaluation methodology has two main parts, namely a Paper Evaluation (stages 1 and 2) and a Factory Sample Evaluation (stage 3). The requirements of each stage must be met, as stipulated, for a tenderer to proceed to the next stage.

#### Stage 1 and Stage 2 Paper evaluation

The paper evaluation exercise is performed by technical evaluators. The technical evaluation is a sequential process and begins with assessing the mandatory (gatekeeper) requirements of stage 1, and proceeds to the functional (scoring) requirements of stage 2 and then stage 3 (factory sample evaluation). Tenderer(s) shall only progress to the next stage if all the stipulated requirements, submitted in the prescribed form, are met before the submission deadline. During stage 1, the required mandatory (gatekeeper) tender returnables are verified. If a tender fails to submit any of the mandatory tender returnables Eskom may terminate the technical evaluations without concluding a review of all the mandatory requirements, any further review will be at the discretion of Eskom.

Tenderers that do not meet the 80% threshold will be disqualified and will not be evaluated further. Stage 3 (factory sample evaluation) will only be undertaken if the tenderer meets the minimum threshold of 80% for stage 2.

#### Stage 3 Factory Sample Evaluation

This evaluation is performed at the Original Equipment Manufacturers' (OEM) premises to assess the manufacturing capability in order for a prospective tenderer to supply the required product. The factory sample evaluation is not confirmation or a guarantee that any contract will be entered into by Eskom and the supplier or that post contract performance has been achieved.

The time allowed for resolving the technical findings will be 2 calendar weeks from the date of communication of the requirements from Eskom's representative. A response is to be received no later than the deadline stipulated.

#### Evaluation of Resellers, Distributors, Agents or Third Parties (not OEM)



Tenderers that attain a minimum score of 80% in Stage 2 and who are not the Original Equipment Manufacturer (OEM) (i.e. a reseller, redistributor, agents or third parties) of the tendered product will be required to attend a virtual meeting with Eskom, either via Microsoft Teams or alternative, to gauge the compliance of the products tendered as well as the tenderers involvement in the supply of these products to Eskom. An assessment of the tenderer's premises may be performed at Eskom's discretion to corroborate above

## **Requirements for the technical tender submission**

### **Format**

The submission must be structured in a logical, user friendly format. Folders must be labelled with descriptive titles and grouped together to form a logical hierarchy. Please see below an example of how folders can be labelled:

- [1] Complete A&B schedules
- [2] Product Technical Drawings
- [3] Test reports and Certificates
- [4] Product Deviation Schedules
- [5] Product Brochures
- [6] Additional product information

### **Please take the following points into consideration:**

- a) Ensure (especially for the electronic submission) that submissions are submitted as separate files and not as one PDF document. Files should be saved under appropriate names.
- b) Avoid duplication of documentation that has been submitted in the technical file for evaluation.

### **Documentation**

The technical submission must contain the following documentation as a minimum for each item tendered:

- 1) Cover letter – Containing a list of items offered and a brief summary of each item (e.g., product name, indelible markings, trademark, ratings etc.)
- 2) Completed Technical A&B schedule(s) – As per requirements of standard 240-75659760 and NRS 032.
- 3) Completed Technical Deviation Sheet(s) – As per requirements of standard 240-75659760 & NRS 032.
- 4) Completed Test report summary sheet(s) – As per requirements of standard 240-75659760 & NRS 032
- 5) Copies of test reports; clearly labelled and arranged as per the type test report summary sheet.
- 6) Training requirements (only for information) indicate if there are any training requirements for the products tendered.
- 7) Cost of training requirements (only for information) if there are any costs associated with the provision of training requirements for the products tendered.
- 8) Technical manuals, product brochures, product datasheet, product installation procedure or product technical drawings or any additional related product information.

**Note:** A signed letter of the agreement between the OEM and the tenderer must be submitted if the tenderer is not the OEM and if a tenderer only plans to tender for one of the products, then only one set of the above documentation is required.

## **2. Constraints on how the *Supplier* Provides the Goods**

### **2.1 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;

**All invoices must be submitted via this process any invoices physically received will now be returned.**

To ensure payment is made the following must be done:

1. Email pdf copies to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
2. Each pdf (attachment) must contain **only one invoice**
3. Each **email** sent must contain **only one attachment**
4. It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must printed then scanned and emailed or have hand writing on it, **It will not be accepted.**
5. Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
6. Encourage your end users to do the GR's on time to insure speedy processing.
7. All invoices must meet the Tax requirements.

## 2.2 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:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

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

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

## 2.3 Contractual requirements

Contractual requirements are not evaluation criteria. Contractual requirements are mandatory for contract award. Failure to meet "Contractual Requirements "by the stipulated deadlines, will result in the tenderer being regarded as non-responsive and ineligible for contract award.

After the first SHEQ tender evaluation, supplier(s) shall be given five (5) working days to submit outstanding documents or rectify shortcomings that were identified in the evaluation. Failure to do so means that the supplier shall be regarded as non-responsive.

### 2.3.1 Health and safety risk management

The *Supplier* shall comply with the health and safety requirements [stated here and shall be evaluated accordingly.

Ref	KPI	Comments
1	Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer?	The Annexure will be located in the SHEQ Folder
2	Health and Safety Plan	<ul style="list-style-type: none"> <li>Incident Management</li> <li>SHE Communication</li> <li>Emergency Management</li> <li>COVID19 Management Plan</li> </ul>
3	Baseline Risk Assessment	
4	Valid Letter of Good Standing	To be in line with nature of service
5	SHE Policy	

### 2.3.2 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints stated here:

Ref	KPIs
1	Annexure B Is the acknowledgement of <b>Eskom's SHE rules</b> and requirements form ( <b>Annexure B</b> ) signed and submitted by the tenderer?
2	Environmental Management Plan for the Scope of work addressing the following as a minimum: Applicable to low risk. <ul style="list-style-type: none"> <li>Waste management (reduction, re-use, recycling, disposal).</li> <li>Environmental induction</li> </ul>
3	All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD: Commitment to: (1) compliance to environmental compliance obligations; (2) Environmental duty of care.

#### Score:

**0 = Document not submitted OR submitted but does not satisfy the minimum requirements**

**1 = Document submitted and the content satisfy the minimum requirements**

**OR**


Ref	KPIs
1	Annexure B Is the acknowledgement of <b>Eskom's SHE rules</b> and requirements form ( <b>Annexure B</b> ) signed and submitted by the tenderer?
2	ISO 14001 Environmental Management Standard certificate.

#### Score:

**0 = Document not submitted OR submitted but does not satisfy the minimum requirements**

**1 = Document submitted and the content satisfy the minimum requirements**

## 2.3.3 Quality

	<b>Supplier Quality Management: List of Tender Returnables Documents</b>	Unique Identifier	240-12248652
		Revision	7
		Effective Date	2022/01/26
		Specification	240-105658000
<b>Category 4 : Quality Requirements</b>		<b>Deliverables to be evaluated indicator = 1</b>	
<b>SECTION A : Quality Management System Requirements ISO 9001</b>			
<b>(Option 1) Valid certification of Quality Management System by an ISO accredited body</b>			
		<b>Apply =1</b>	
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant		0	
A.2 Certificate by Approved and Authorized certification authority		0	
A.3 Certification Authority has Recognized International Accreditation		0	
A.4 Validity (expiry date) of certificate		0	
<b>Section A Score Option 1</b>		<b>0</b>	
		<b>Apply =1</b>	
A.1 Quality Method statement based on scope.(Method Statement Template-Ref 240-126469599)		1	
A.2 Quality Policy Approved by top management.		1	
A.3 Quality Objectives Approved by top management.		0	
A.4 Control of documented Information (i.e. document and record control)		1	
A.5 Documented Information for Control of nonconforming outputs		0	
A.6 Documented Information for Nonconformity and Corrective action		1	
A.7 Documented Information for Internal audit		1	
<b>Section A Score Option 2</b>		<b>5</b>	
<b>SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)</b>			
		<b>Apply =1</b>	
B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)		1	
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)		1	
<b>Section B Score</b>		<b>2</b>	
<b>SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109233698).</b>			
<b>Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)</b>			
		<b>Apply (Yes=1)</b>	
NBI Draft Contract/Project Quality Plan has Important QA deliverables		1	
<b>Section C Score</b>		<b>1</b>	
<b>SECTION E: User defined additional Requirements &amp; miscellaneous (Ref 240-105658000)</b>			
<b>Customer specific requirements &amp; other standards and required can be listed and evaluated here</b>			
		<b>Apply (Yes=1)</b>	
E.1 Form A is completed and signed.		1	
<b>Section E Score</b>		<b>1</b>	

## 2.3.4 Financial Requirements

A financial evaluation of the qualifying tenderers financial statements will be conducted for the purposes of establishing the tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the tenderer be awarded the contract. The tenderers are required to submit signed audited financial statements not older than 18 months.

### 3. Procurement

#### 3.1 Subcontracting

Minimum subcontracting requirement of 15% is applicable.

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations

Tender Returnable that are required due to subcontracting requirement;

- Proof of a sub-contract agreement/s must be submitted.
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

##### 3.1.1 Preferred subcontractors

Sub-contracting agreements can only be concluded with one of the following entities;

- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;
- a EME or QSE which is at least 51% owned by black people who are military veterans

#### 3.2 Other requirements related to procurement

Reverse e-auction is applicable for this tender

**Please note:-**

Reverse e-auction is an electronic price and preference point system (aligned to PPPFA) that aims to achieve the most competitive prices. Eskom reserves the right to utilize reverse e-auction in certain enquiries. Where reverse e-auction is utilized in a specific enquiry this will be indicated in the respective enquiry and the relevant reverse e-auction supporting documents will form part of the enquiry. The Tenderers will be required to submit a complete tender but without prices. Where a supplier includes prices in their tender; these prices will not be considered and will be disregarded.

#### 3.3 Skills Development

##### Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract.

Number of Jobs to be created	Number of Jobs to be retained

Tenderers are required to propose against the following training initiatives:

Category	Eskom Target
N4 Electrical Engineering	4
N5 Electrical Engineering	3
N6 Electrical Engineering	2
SAMTRAC Training	2
<b>Total</b>	<b>11</b>

All service providers will need to provide the above skills training during the duration of this contract.

All Tenderers to sign the Contractors Letter of Commitment to SDL&I Requirements

### **SDI&L Penalty and Performance Security**

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

#### **One of the following options will apply for SDI&L performance security:**

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations.

### **Reporting and Monitoring**

- The suppliers shall on a half yearly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

**The following must be considered when it comes to validity of Affidavits;**

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**

- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

## 4. List of drawings

### **Drawings issued by the *Purchaser***

This is the list of drawings, standards, clauses, addendum which apply to this contract.

- D-DT-3055, Rev 23
- 240-75659760 Pole mounted service distribution boxes for split prepayment metering standard
- KZN22SGTC01 Technical evaluation criteria for smart split meter pole top boxes
- KZN22SGTC01-AB# - Technical A&B schedules for smart split meter pole top boxes
- KZN22SGTC01-D# - Deviation schedules for smart split meter pole top boxes
- KZN22SGTC01-C# - Test report summary sheet for smart split meter pole top boxes
- D-DT-1042 Manufacturing drawings for pole top split prepayment metering kiosks 2-way
- D-DT-1043 Manufacturing drawings for pole top split prepayment metering kiosks 4-way
- D-DT-1044 Manufacturing drawings for pole top split prepayment metering kiosks 6-way
- D-DT-1045 Manufacturing drawings for pole top split prepayment metering kiosks 8-way

## 5. Services and other things provided by the *Purchaser*

Transportation will be provided by Rotran.

### **COLLECTION BY ROSHCON**

You are required to contact Roshcon as stipulated on the order, at least five (5) working days before the Eskom delivery date at Fax Number 031-7055919, ATT : LINDA Tel no: 031 710 5071 ZakweL@eskom.co.za ) or 031-710 5070 (MayiseKM@eskom.co.za) to arrange for collection by Roshcon

### **Please ensure that the following information is on the supplier notification:**

- A. The weight, dimensions and description of each Package/pallet/container.
  - B. The total number of packages/pallets/containers.
  - C. Please ensure that equipment and labour are available to load material onto Roshcon vehicles.
- Freight charges will be paid to the transport contractor ROSHCON.