



NEC3 Supply

Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and [•]

for The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks (Padlocks) on an 'as and when' required basis to various Regional Distribution Centres (New Germany, Vryheid and Empangeni) located in the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months.

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TENDER NUMBER: KZN083

CLOSING DATE: 29 JUNE 2023

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks (Padlocks) on an 'as and when' required basis to various Regional Distribution Centres (New Germany, Vryheid and Empangeni) located in the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months.

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	REVERSE E-AUCTION
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the
Purchaser

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

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. 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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Purchaser*

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name):	Eskom Holdings SOC Limited (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
	Name	Nombuso Mohubedu
	Tel No.	+27 33 239 1109
	E-mail address	NdlovuNC@eskom.co.za
11.2(4)	The <i>delivery date</i> is	The delivery date is identified in the release Purchase Order
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	Various Master Locks
12.2	The <i>law of the contract</i> is	the Republic of South Africa
13.2	The <i>period for reply</i> is	1 week
30.1	The <i>starting date</i> is.	01 September 2023
41.1	The <i>defects date</i> is	52 weeks after Delivery.
42.2	The period for the correction of Defects after Delivery is	2 weeks
50.1	The <i>assessment day</i> is the	30th day of each month.
50.5	The <i>delay damages</i> are	0.25% per day up to a maximum of 15% per order.
51.2	The interest rate on late payment is	0,5% per complete week of delay.
86.1	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	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	The total value of the contract for any one event.

93.1	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).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)^{2 3} and the following additional conditions.	

² Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

³ If the December 2009 edition is being used, replace April 2013 with December 2009

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 and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 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.
- Z2.4 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 the same as for Reason 3 identified in clause 90.3.

Z3 Waiver and estoppel: Add to clause 12.3:

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

Z4 Provision of a Tax Invoice and interest. Add to clause 51

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, 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.
- Z4.3 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.

Z5 Purchaser's limitation of liability

- Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

Z6 Termination: Add to clause 90.2 before (Reason 1)

Z6.1 or had a judicial management order granted against it.

Z7 Addition to clause 50.5

Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

Z8 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z8.2 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.

Z8.3 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.

- Z8.4 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.

Z9 Insurance

Replace condition of contract 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 in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

INSURANCE TABLE A

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

	The replacement cost
	Death of or bodily injury
	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

84.2 The Purchaser provides the insurances in this Insurance Table B

INSURANCE TABLE B

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

Z10 Nuclear Liability

Z10.1 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.

Z10.2 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*.

Z10.3 Subject to clause Z10.4 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*.

Z10.4 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.

Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z11 Asbestos

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

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

- Z11.1 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.
- Z11.2 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 Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z11.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z11.4 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.
- Z11.5 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.
- Z11.6 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.
- Z11.7 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.

Data provided by the *Supplier* (the *Supplier's Offer*)

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

10.1	The <i>Supplier</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	

11.2(7)	The offered total of the Prices	Reverse e-auction
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⁴ Available from Engineering Contract Strategies on www.ecs.co.za Tel 011 803 3008, Fax 086 539 1902.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer 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 of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

C2.2 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	Estimated Quantities
1	665631	PADLOCK:MASTER NYLON GENERAL WHITE KZNOU	37
2	187258	PADLOCK, NYLON LIVE MASTER KZN OU D6050	14
3	187244	PADLOCK, NYLON PROH MASTER KZN OU D6050	136
4	187152	PADLOCK, NYLON OPER MASTER KZN OU D6050	83 089
5	187159	PADLOCK, ST PROH MASTER KZN OU D6050	1712
6	187166	PADLOCK, ST OPER MASTER KZN OU D6050	1113
7	187173	PADLOCK, ST LIVE MASTER KZN OU D6050	683
8	187180	PADLOCK, ST TSO MASTER KZN OU D6050	111
9	187237	PADLOCK, NYLON LV MASTER KZN OU D6050	307
10	573533	PADLOCK:ST GENERAL MASTER; WHT; KZN OU	14
11	187251	PADLOCK, NYLON OPER MASTER KZN OU D6050	14
12	187265	PADLOCK, NYLON TSO MASTER KZN OU D6050	14

Lead Time	
Name of the Supplier	
Designation:	
Signature:	
Date:	

C3: Scope of Work

C3.1 Goods Information

1. Description of the goods

The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks (Padlocks) on an 'as and when' required basis to various Regional Distribution Centres (New Germany, Vryheid and Empangeni) located in the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months.

Item No.	Material	Material Description	Estimated Quantities
1.	665631	PADLOCK:MASTER NYLON GENERAL WHITE KZNOU	37
2.	187258	PADLOCK, NYLON LIVE MASTER KZN OU D6050	14
3.	187244	PADLOCK, NYLON PROH MASTER KZN OU D6050	136
4.	187152	PADLOCK, NYLON OPER MASTER KZN OU D6050	83 089
5.	187159	PADLOCK, ST PROH MASTER KZN OU D6050	1712
6.	187166	PADLOCK, ST OPER MASTER KZN OU D6050	1113
7.	187173	PADLOCK, ST LIVE MASTER KZN OU D6050	683
8.	187180	PADLOCK, ST TSO MASTER KZN OU D6050	111
9.	187237	PADLOCK, NYLON LV MASTER KZN OU D6050	307
10.	573533	PADLOCK:ST GENERAL MASTER; WHT; KZN OU	14
11.	187251	PADLOCK, NYLON OPER MASTER KZN OU D6050	14
12.	187265	PADLOCK, NYLON TSO MASTER KZN OU D6050	14

Deliveries will be made to the following Regional Distribution Centres (RDC's):

New Germany Regional Distribution Centre

New Germany Maintenance
25 Valley View Road
New Germany
3620

Vryheid Regional Distribution Centre

Louwsburg Road 44km from Vryheid
Vryheid
3100

Empangeni Regional Distribution Centre

Empangeni Maintenance.
1 Bronze Street
Empangeni
3880

2. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Supplier Quality Management Specification (QM58)		
<u>Technical specifications:</u>		
Eskom 240-70500896: Standard for Master Locks and Master Keys for Electrical and Related Equipment		
Eskom DDT 6050: Buyer's Guide for Padlock & Padlock Keys		
SANS 1533: Padlocks		
SANS 9227: Corrosion tests in artificial atmospheres — Salt spray tests		

3. Constraints on how the *Supplier* Provides the Goods

3.1 The evaluation will be conducted in terms of the Preferential Procurement Policy Framework Act ("PPPFA"). The 80/20 scoring system will be applicable to this evaluation and the evaluation process will follow the following steps:

- ☐ Basic Compliance;
- ☐ Functionality;
- ☐ Price and preference point system 80/20 (e-auction or mandate to negotiate)
- ☐ Contractual requirements.

Step 1: Basic Compliance

Basic compliance for this invitation to tender are:

- Meet the eligibility criteria for a tenderer
- The tenderer must submit one(1) complete original tender, plus one (1) complete hard copy of the original tender
- Registration on the National Treasury Central Supplier Database (CSD) and provision of the MAAA number.
- Submission of the following applicable documents:
 - Integrity Declaration Form (Annexure C) - Fully completed and signed form must be filled out by all tenderers and submitted with the tender at tender submission deadline.
 - SBD 1 - Invitation to Bid must be filled out by all tenderers and submitted with the tender at tender submission deadline
 - SBD 4 – Bidders Disclosure – Fully completed and signed Bidders Disclosure Document must be filled out by all tenderers and submitted with the tender at tender submission.
 - SBD 6.1- Preference Points Claim Form in terms of PPPFA 2017 regulations must be filled out by all tenderers and submitted with the tender at tender submission deadline.
 - Reverse e-auction Training Acknowledgement Form
 - Signed NEC Supply Short Contract acknowledging terms and conditions.

A tenderer that does not meet the basic compliance requirements; will be deemed non-responsive and will not proceed for further evaluation.

Step 2: Functionality – Technical

The technical tender evaluation will be conducted in the following sequence:

- Level 1: Evaluation of Technical Mandatory (Gatekeeper) Returnable
- Level 2: Evaluation of Technical Functional (Scoring) Returnable
- Allocation of scores and assessment against the threshold is included in level 2.
- 3. Level 3: Evaluation of Product Samples
- Allocation of scores and assessment against the threshold is included in level 3.
- Compatibility with existing KZN OU keys against the threshold is included in level 3.

Level 1 - Technical Mandatory (Gatekeeper) Criteria and Returnable

The evaluation will be conducted per SAP number. Therefore, evidence must be supplied per SAP number in the tender submission (unless the requirements specifically state that individual evidence can be applied across a range). All evidence must be clearly marked or labelled for it to be associated with the correct SAP number.

No scores will be allocated during the evaluation of the technical mandatory returnable. Mandatory criteria are must-meet criteria and therefore if the returnable is not contained within the submission or is non-compliant to the stipulated criteria then a result of “Not Met” will be allocated. In the case of one or more mandatory criteria being allocated a result of “Not Met”, the submission will be deemed non-responsive; the submission will be disqualified and not evaluated further.

Criteria	Returnable (Evidence)
It is a requirement that keyway designs supplied in the padlocks are currently in use in KZN OU, or, are compatible with keys currently used in KZN OU, therefore, not requiring the introduction of a different range of keys.	<p>If the bid offers padlocks that will contain keyways currently in use in KZN OU, then the following returnable is applicable:</p> <p>For Tendering Manufacturers: Letter from the Keyway manufacturer/IP holder confirming that the keyway designs are in currently in wide scale use in KZN OU, specifically stating the lock brands that have utilized the keyway for KZN OU padlocks. The letter must also confirm that the tendering manufacturer may source the keyways from the Keyway manufacturer/IP holder to fulfil the technical requirements of this order. Note: this returnable is still required if the Keyway manufacturer and padlock manufacturer are the same. If the bid proceeds to Level 3, the bidder will demonstrate the compatibility.</p> <p>For Tendering Suppliers: The supplier is to submit the same letter as stated above, i.e <i>Letter from the Keyway manufacturer/IP holder confirming that the keyway designs are in currently in wide scale use in KZN OU, specifically stating the lock brands that have utilized the keyway for KZN OU padlocks. The letter must also confirm that the tendering manufacturer may source the keyways from the Keyway manufacturer/IP holder to fulfil the technical requirements of this order.</i> The letter must be sourced by the Supplier ensuring that the details of the padlock Manufacturer contained in the letter are the same as the products offered by the tendering Supplier. Note: If the bid proceeds to Level 3, the bidder will demonstrate the compatibility.</p>

	<p>If the bid offers padlocks that will contain alternate keyways that are compatible with keys currently used in KZN OU, then the following returnable is applicable:</p> <p>For Tendering Manufacturers: Letter from the Padlock manufacturer and Keyway manufacturer (if different from the Padlock manufacturer) confirming that the keyway designs will be compatible with keys currently use in KZN OU. Note: this returnable is still required if the Keyway manufacturer and padlock manufacturer are the same. If the bid proceeds to Level 3, the bidder will demonstrate the compatibility.</p> <p>For Tendering Suppliers: The supplier is to submit the same letter as stated above, i.e <i>Letter from the Padlock manufacturer and Keyway manufacturer (if different from the Padlock manufacturer) confirming that the keyway designs will be compatible with keys currently use in KZN OU.</i> Note: this returnable is still required if the Keyway manufacturer and padlock manufacturer are the same. If the bid proceeds to Level 3, the bidder will demonstrate the compatibility. The letter must be sourced by the Supplier ensuring that the details of the OEM contained in the letter are the same as the products offered by the tendering Supplier. Note: If the bid proceeds to Level 3, the bidder will demonstrate the compatibility. Key and keyway compatibility will be tested in Level 3, and if found to deviate from the requirements stated in this mandatory criterion, the submission will be deemed non-compliant; the submission will be disqualified and will not proceed further.</p>
Completed and signed Technical A B Schedule. Schedules will be considered incomplete if any criteria in Column B is returned blank or with non-technical responses such as "N/A", "TBD", "Will be submitted later" etc.	<p>Fully completed Technical A B Schedule, required per SAP number</p> <p>Incomplete Technical A B Schedule will be deemed non-responsive; the submission will be disqualified and not evaluated further.</p>
Completed and signed Deviation Schedule. If no deviations exist then none need to be listed, however the evidence of the Deviation Schedule must still be signed and submitted with a "nil" record.	<p>Fully completed Deviation Schedule, required per SAP number</p> <p>Incomplete Deviation Schedule per SAP number will be deemed non-responsive; the submission will be disqualified and not evaluated further.</p>
Approved Manufacturer (OEM) Drawings, completed and signed, showing product codes, dimensions and markings	Manufacturer (OEM) Drawings, required per SAP number
<p>Copies of the following type test reports, clearly showing the test facility, the standard against which the product was tested, and the product tested (i.e. OEM and product code):</p> <ol style="list-style-type: none"> 1. Tension test 2. Locking test 3. Thickness test for plating (for steel laminate options only) 4. Adhesion test for plating (for steel laminate options only) 5. Test for corrosion resistance (16h exposure) 	<p>Copy of each stated test, for any SAP number item in the following range:</p> <p>40 MM Padlock, Steel Laminate 40 MM Padlock, Nylon Laminate</p> <p>See Annexure A for SAP number groupings in the range stated above.</p> <p>Range acceptance - A range is considered as follows: Locks of the same size (i.e. 40mm) and of the same material (i.e. Steel or Nylon) are in the same range, therefore tests from the range may be submitted where appropriate for the SAP numbers on tender. Test</p>

	reports for nylon locks will not be accepted for steel laminate offers and test reports for steel laminate locks will not be accepted for nylon locks.
Type tests were performed at a SANAS accredited facility.	- Copy of type test report must show the name of the test facility and text indicating SANAS accreditation, OR, - A letter confirming SANAS accreditation, OR, - A copy of certificate confirming SANAS accreditation
Letter of guarantee, signed by the manufacturer (and bidder if different entities) as per 3.1.1.2.5 b of 240- 70500896 that the registered keyways shall remain unique for not less than 25 years from the date of final delivery AND that KZN OU will have a unique keyway 3.1.1.2.5 d of 240- 70500896.	A signed letter of guarantee (a single letter per bid, not required per SAP number), the letter of guarantee must be signed by the manufacturer (and bidder if different entities). Signed letters must be signed by hand. If the letter is not signed by hand, then the submission will be deemed non-responsive and the submission will be disqualified and not evaluated further.
Letter of undertaking, signed by the manufacturer (and bidder if different entities) as per 3.1.1.3 e of 240- 70500896: <i>The manufacturer shall undertake that key blanks for this profile will be distributed only with Eskom's written permission on a restricted and confidential basis to no person other than professional locksmiths who are members of the Locksmith Association of South Africa and whose credentials have been checked and found to be impeccable.</i>	Letter of undertaking (a single letter per bid, not required per SAP number), the letter of undertaking must be signed by the manufacturer (and bidder if different entities). Signed letters must be signed by hand. If the letter is not signed by hand, then the submission will be deemed non-responsive and the submission will be disqualified and not evaluated further

Level 2 - Evaluation of Technical Functional (Scoring) Returnable

The evaluation will be conducted per SAP number. Therefore, evidence must be supplied per SAP number in the tender submission (unless the requirements specifically state that individual evidence can be applied across a range). All evidence must be clearly marked or labelled for it to be associated with the correct SAP number.

Scores will be awarded where the evidence returned demonstrates compliance to the criteria. If the evidence demonstrates non-compliance, concessions will be considered at Eskom's discretion. If the non-compliance is not accepted, no scores will be awarded. Each submission will start the evaluation with a score of 0 (zero) and scores will be accumulated during the evaluation.

The threshold is 80.00%. Submissions failing to meet the threshold of 80.00% will be deemed non-compliant; the submission will be disqualified and not evaluated further. Submissions meeting the threshold of 80.00% will proceed to Level 3 of the technical evaluation.

Criteria	Returnable	Score
Compliance to Eskom specific requirements as stated in 240- 70500896. Where a deviation from the Eskom specification is offered in the B column of the Technical Schedule, the bidder is required to provide reasons for the deviation and a motivation for Eskom to accept the deviation in the Deviation Schedule. Concessions to allow deviations will be considered at Eskom's discretion. Deviations that are deemed to potentially expose Eskom and Eskom personnel to any risk will not be accepted.	Technical A B Schedule per SAP number	25% – fully compliant 20% – partially compliant, with concessions allowed 0% - non-compliant
Product dimensions are compliant with Eskom specific requirements as stated in 240-70500896. Deviations from the dimension requirements must also be reflected on the Technical A B Schedule. Therefore deviations will be considered as per the rules of criteria 1: Where a deviation from the Eskom specification is offered, it	Manufacturer (OEM) Drawings per SAP number	25% – fully compliant 20% – partially compliant, with concessions allowed

<p>must be stated in the B column of the Technical Schedule, the bidder is required to provide reasons for the deviation and a motivation for Eskom to accept the deviation in the Deviation Schedule.</p> <p>Concessions to allow deviations will be considered at Eskom's discretion.</p> <p>Deviations that are deemed to potentially expose Eskom and Eskom personnel to any risk will not be accepted.</p>		<p>0% - non-compliant</p>
<p>ALL Type Tests have been conducted in accordance with SANS 1533 (and other normative references stated in SANS 1533).</p> <p>The following tests are required:</p> <ol style="list-style-type: none"> 1. Tension test 2. Locking test 3. Thickness test for plating (for steel laminate options only) 4. Adhesion test for plating (for steel laminate options only) 5. Test for corrosion resistance (16h exposure – SANS 9227) 	<p>Copy of each stated test, for any SAP number item in the following range: 40 MM Padlock, Steel Laminate 40 MM Padlock, Nylon Laminate See Annexure A for SAP number groupings in the range stated above. Range acceptance - A range is considered as follows: Locks of the same size (i.e. 40mm) and of the same material (i.e. Steel or Nylon) are in the same range, therefore tests from the range may be submitted where appropriate for the SAP numbers on tender. Test reports for nylon locks will not be accepted for steel laminate offers and tests reports for steel laminate locks will not be accepted for nylon locks.</p>	<p>25% - fully compliant 0% - non-compliant</p>
<p>ALL Type Tests demonstrate the product offered has complied with all requirements of SANS 1533 (and other normative references stated in SANS 1533).</p> <p>The following tests are required:</p> <ol style="list-style-type: none"> 1. Tension test 2. Locking test 3. Thickness test for plating (for steel laminate options only) 4. Adhesion test for plating (for steel laminate options only) 5. Test for corrosion resistance (16h exposure – SANS 9227) 	<p>Copy of each stated test, for any SAP number item in the following range: 40 MM Padlock, Steel Laminate 40 MM Padlock, Nylon Laminate See Annexure A for SAP number groupings in the range stated above. Range acceptance - A range is considered as follows: Locks of the same size (i.e. 40mm) and of the same material (i.e. Steel or Nylon) are in the same range, therefore tests from the range may be submitted where appropriate for the SAP numbers on tender. Test reports for nylon</p>	<p>25% - fully compliant 0% - non-compliant</p>

	locks will not be accepted for steel laminate offers and test reports for steel laminate locks will not be accepted for nylon locks.	
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Level 3 Evaluation of Product Samples

- The evaluation will be conducted per SAP number included in the scope of the tender.
- The samples will be requested by the responsible Buyer for bids meeting the Level 2 requirements.
- Samples are not to be submitted with the tender submission files at the tender closing date.
- All samples are to be delivered to Eskom at the specified address no later than 14 working days from the date of the request issued by the Buyer.
- Tenderers offering padlocks that will contain alternate keyways that are expected to be compatible with keys currently used in KZN OU (see Criterion 1 in Level 1 Technical Mandatory) will be allowed time to develop keyways and keys to meet the requirements of the Level 3 evaluation.
- The process will include an engagement with the tenderer, an allowance of no more than 21 calendar days for the tenderer to develop the required keyway solution and a notice of the deadline to submit the sample to Eskom.

The sample will be evaluated as follows:

The threshold for the sample evaluation is 100%.

Submissions failing to meet the threshold of 100% will be deemed non-compliant; the submission will be disqualified and will not proceed further.

Item	Criteria	Returnable (Evidence)	Score
1.	Compliance of the sample to the measurable standards included in the Technical A&B Schedules and the manufacturer's drawings included in the submission. Deviations accepted in Level 2 will be accepted at the sample evaluation stage as well.	Product sample per SAP number (upon request by the Buyer)	50% – fully compliant 0% - non-compliant
2.	Compliance of the sample to the measurable standards included in the Technical A&B Schedules and the manufacturer's drawings included in the submission. Deviations accepted in Level 2 will be accepted at the sample evaluation stage as well.	Product sample per SAP number (upon request by the Buyer)	50% – fully compliant 0% - non-compliant

Samples will be requested by the Buyer, and the sample return date will be communicated at that time.

3.1 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
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.

Step 4 - 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.

The recommended supplier/suppliers still in the running for this contract will be evaluated in terms of their contractual requirements. Should they not pass the initial evaluation they will be advised of their shortcomings and have a maximum period of ten (10) days in which to correct their shortcomings. However, should further evaluations be required the Procurement Manager will submit a motivation and supporting documentation for the request to the relevant SHEQ Senior Manager for approval. Failure to correct the shortcomings within the stipulated time period will result in the supplier being deemed unacceptable in terms of their contractual requirements and will not be considered for the contract.

Contractual Requirements include the following:

4.1 Environmental requirements

PART A

Ref	KPI
1	Pre-requisite Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and a copy thereof attached to this tender submissions by the tenderer?
2	All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD: Commitment to: (1) compliance to environmental compliance obligations; and (2) environmental duty of care

OR

PART B

Ref	KPI
1	Annexure B Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure 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

4.2 SHE Requirements

	KPI	Weight
1.	Annexure B - Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer? To be signed by CEO and both witnesses	1
2.	Health and Safety Plan <input type="checkbox"/> Incident Management <input type="checkbox"/> SHE Communication <input type="checkbox"/> Emergency Management <input type="checkbox"/> Substance Abuse Management	1
3.	Baseline Risk Assessment - Risk factors and controls to be included to the SHE Plan	1
4.	Valid Letter of Good Standing - Valid	1
5.	SHE Policy - Signed and review date	1

4.3 Quality Requirements

- Category 4 Quality Requirement will apply as per criteria below:

	Supplier Quality Management: List of Tender Returnables Documents	Unique Identifier	240-12248652
		Revision	7
		Effective Date	2022/01/26
		Specification	240-105658000
Category 4 : Quality Requirements		Deliverables to be evaluated indicator = 1	
SECTION A : Quality Management System Requirements ISO 9001			
(Option 1) Valid certification of Quality Management System by an ISO accredited body			
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant		Apply =1	
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	
Section A Score Option 1		0	
Or		Apply =1	
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		1	
A.6 Documented information for Nonconformity and Corrective action		0	
A.7 Documented information for Internal audit		1	
Section A Score Option 2		5	
SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)			
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)		Apply =1	
		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	
Section B Score		2	
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000)			
Customer specific requirements & other standards and required can be listed and evaluated here			
E.1 Form A is completed and signed.		Apply (Yes=1)	
		1	
Section E Score		1	

- Form A - to be completed and signed by the supplier
- Supplier Quality Management Specification (QM58) – to be read and understood
- Recommended templates – CQP/ Method Statement (Category 4)

4.4 Requirements for Financial Evaluation of Companies

- Public Interest Score (PIS) and the calculations to arrive at the score (refer to annexure attached for calculation of PIS). The PIS letter must specify whether:
 - Whether the AFS were internally or externally prepared.
 - Whether the company was owner managed or not owner managed.
- Latest approved financial statements including comparative amounts.
- AFS must be valid and not outdated, received within 18 months after year-end.
- A signed director's / member's report.
- Signed Compilers / Accounting Officers / Independent Reviewers / Audit report whichever is applicable, based on the PIS above.
- Where the PIS requires an Audit or Independent Reviewers report, the Compilers / Accounting Officers report must still be submitted.
- Approved Annual Financial statements must comprise:
 - Statement of financial position (Balance Sheet)
 - Statement of comprehensive income (income statement)
 - Statement of changes in Equity
 - Statement of cash flows
 - Notes to the financial statements
 - ITA 34C Income Tax Assessment for companies that have NOT been audited.
- The notes to the AFS specifically referring to **Accounts Receivable** and **Accounts Payable** must give a complete breakdown of the amounts. A clear distinction must be made between Trade Debtors and other receivables as well Trade Creditors and other payables. The note must clearly show the amounts subject to interest and the terms and condition of interest.
- The notes to the AFS must clearly specify the current and non-current liabilities that are subject to interest.
- Member / Directors loans must be accompanied by a note specifying the terms of the loan, whether secured or unsecured, terms of repayment and interest rates.
- Name of Holding company if the company is a subsidiary company.
- Where there is a Holding company the Latest Signed Group Annual Financial Statements of the Holding Company may be requested at a later stage.
- Information requested from companies via Procurement Office not received within five working days from date of Finance request will result in the financial evaluation being closed. Finance will issue a 1-page report stating that an opinion could not be expressed due to insufficient information.

Note:

Draft, bi-annual, management accounts and unsigned financial statements will NOT be accepted. Soft copies of the AFS submitted with the tender documents may be requested at a later stage.

3.5 BBBEE and preferencing scheme (reverse e-auction or Post tender negotiations)

Suppliers will be ranked by applying the preferential point scoring based on 80/20 for tender with rand value equal to or below R50 million.

A maximum of 80 points will be allocated for price on the following basis:

$$Ps = 80(1 - (Pt - Pmin) / (Pmin))$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Prices will be evaluated as follows:

- Inclusive of VAT
- Making the specified correction for arithmetical errors excluding contingencies in any bill of quantities or activity schedule.

Specific goals will be scored out of 20 points in accordance with PPPFA.

B-BBEE Level of Contributor	Number of pints (80/20) system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / BBEE Certificate issued by CIPC for EME companies

NB: Supporting documents may be requested during evaluation (This list is not exhaustive):

- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but:

- May only score point out of 80 for price
- Scores 0 points out of 20 for specific goals

If the event that reverse e-auction cannot be applied for various reasons, Eskom will revert to post-tender negotiations with the suppliers who will meet the requirements of this tender.

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.