

NEC3 Supply Contract (SC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	(Reg No)	
for	SUPPLY AND DELIVERY OF LDV AND VEHICLES IN THE CAPE COASTAL CAS AND WHEN REQUIRED BASIS.	
Contents:		No of pages
Part C1	Agreements & Contract Data	[3]
Part C2	Pricing Data	[2]
Part C3	Scope of Work	[10]
CONTRACT No.		

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance	[3]
	[to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the <i>Purchaser</i>	[7]
C1.2b	Contract Data provided by the Supplier	[2]
	[to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	[0]

CONTRACT - ii - SC3 COVER PAGES

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY AND DELIVERY OF LDV AND SEDAN VEHICLES IN THE CAPE COASTAL CLUSTER ON AN AS AND WHEN REQUIRED BASIS.

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is1	R
(in words) [●]	

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
	(Insert name and address of organisation)	
Name & signature of witness		Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
i ait O i	rigiocinionio ana contract bata, (willor lilorados tillo i cini di cino ana riccoptano)

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 Par 2199		rive, Sandton, Johannesburg,
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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

Acceptance.

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

- 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)	Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199
Name & signature of witness		
Date		

C1.2 SC3 Contract Data

Part one - Data provided by the Purchaser

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X4 Parent company guarantee
		X7: Delay damages
		X12: Partnering
		X17: Low performance damages
		X20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ¹	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	
10.1	The Supply Manager is (name):	Pamella Petse
	Address	ESKOM HOLDINGS SOC LIMITED, Sunilaws Office Park, Beacon Bay EAST LONDON, 5205
	Tel	043 703 5711
	Fax	086 516 3959
	e-mail	PetsePS@eskom.co.za
11.2(13)	The <i>good</i> s are	Supply and Delivery of LDV's and Sedans In Cape Coastal Cluster

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

11.2(13)	The services are	N/A
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The Supply Requirements as part of the Goods Information is in	Annexure A to this Contract Data
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	one weeks
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The starting date is.	[•]
30.1	The delivery date of the goods and services is:	goods and services delivery date
		1 According to Manufacturer As agreed supplied delivery schedule
30.2	The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date.	N/A
31.1	The Supplier is to submit a first programme for acceptance within	Two weeks of the Contract Date.
32.2	The Supplier submits revised programmes at intervals no longer than	Four weeks.
4	Testing and defects	
42	The defects date is	The warranty period as per manufacturers specification after Delivery.
43.2	The defect correction period is	Four weeks
	except that the defect correction period for	Main components, e.g. engine, gearbox, diff is four weeks
	and the defect correction period for	Main components are two weeks
42.2	The defects access period is	Four weeks
	except that the defect access period for	Main components, e.g. engine, gearbox, diff is four weeks
	and the defect access period for	Main components are two weeks
5	Payment	
50.1	The assessment interval is	between the 25th day of each successive

month.

51.1	The currency of this contract is the	South African Rand
51.2	The period within which payments are made is	Depends on BBBEE status at date of payment
51.4	The interest rate is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
		(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	As per NEC3 SC contract
7	Title	As per NEC3 SC contract
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional Purchaser's risks	1. N/A
88.1	The Supplier's liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	The contract price
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and
		(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date

88.3	The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to:	Total co	ntract price	
88.4	The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total co	ntract price	
88.5	The end of liability date is		ivery of the whole	arranty specifications e of the <i>goods</i> and
9	Termination and dispute resolution			
94.1	The Adjudicator is	Will be a	greed when disp	ute arise.
		(or its su Institution Adjudicated disputed Parties of Adjudicated	uccessor body) or on of Civil Engine ators by the Party to him. (see <u>www</u> do not agree on a	vintending to refer a v.ice-sa.org.za). If the n Adjudicator the nted by the Arbitration
94.2(3)	The Adjudicator nominating body is:	South A		a Division of the of Civil Engineering, ee <u>www.ice-sa.org.za</u>)
94.4(2)	The tribunal is:	arbitration		
94.4(5)	The arbitration procedure is	Arbitrati	ons published by	for the Conduct of The Association of ica) or its successor
94.4(5)	The place where arbitration is to be held is	South A	frica	
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not			being or his nominee itrators (Southern
	state who selects an arbitrator, is	Africa) o	r its successor b	ody.
10	state who selects an arbitrator, is Data for Option clauses	Africa) o	r its successor b	ody.
10 X1	·	Africa) o	r its successor b	ody.
	Data for Option clauses	Africa) o		ody.
X1	Data for Option clauses Price adjustment for inflation	Date of 1	 	Index prepared by
X1	Price adjustment for inflation The base date for indices is The proportions used to calculate the	Date of 7	Tender linked to index	
X1	Price adjustment for inflation The base date for indices is The proportions used to calculate the	Date of T	Tender linked to index for	Index prepared by
X1	Price adjustment for inflation The base date for indices is The proportions used to calculate the	Date of 7 proport ion 0.	「ender linked to index for	Index prepared by

X2	Changes in the law		
X2.1	A change in the law of	As per NEC3 SC contra	ıct
X4	Parent company guarantee	As per NEC3 SC contra	nct
Х7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		One week outside the agreed delivery timelines	0,25%
		Two weeks outside the agreed delivery timelines	10%
X12	Partnering		
X12.1(1)	The Client is (Name):		
	Address		
	Contact details		
	Telephone:		
	Fax		
	e-mail		
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, s	section C3.
X12.2(1)	The Client's objective is:		
Z	The additional conditions of contract are	Z1 to Z15 always apply	for Eskom

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Purchaser for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Without limitation the Supplier.

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

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

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

Z8 Notifying compensation events

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

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.
- Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

CONTRACT NO. _____

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

Committing 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 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 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 means any one or more of a Coercive Action, Collusive Action Corrupt Action, **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

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

Z 13.2 Replace core clause 87 with the following:

Insurance by the *Purchaser*

87

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimu 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

CONTRACT	NO.	
CONTINUE	110.	

Terrorism	Nuclear Material Damage Terrorism	Per the insurance policy document
-----------	--------------------------------------	-----------------------------------

Z14 Nuclear Liability

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

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos

fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the

OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone,

which is defined to be a virtual area within a radius of approximately 30cm from the

nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's

requirements for safe processing, handling, storing, disposal and phase-out of

asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing

measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's

CONTRACT	NO

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Purchaser's* Asbestos Standard 32-303: Requirements for Safe

Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos

Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos

fibres, normalised to the baseline of a 4 hour continuous period, also applicable to

short term exposures, i.e. 10-minute TWA.

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

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

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

The Supplier supplies the goods in accordance with INCOTERMS 2010² as follows:

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

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

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

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

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

Α	The Supplier's obligations	В	The Purchaser's obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
А3	Contracts of carriage and insurance	В3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	В6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	В8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	В9	Inspection of goods
A10	Other obligations	B10	Other obligations

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

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

-

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

The Supply Requirements for this contract are as follows: [Use these when INCOTERMS do not apply].

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

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

C1.2 Contract Data

Part two - Data provided by the Supplier

Clause	Statement	Da	ata
10.1	The Supplier is (Name):	•	
	Address		
	Tel No.		
	Fax No.		
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:		
11.2(11)	The tendered total of the Prices is	R	, (in words)
11.2(12)	The price schedule is in:		
11.2(14)	The following matters will be included in the Risk Register		
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are		
30.1	The delivery date of the goods and services is:	go	ods and services delivery date
		1	Will be stated on tsk order [●]
		2	
		3	
31.1	The programme identified in the Contract Data is contained in:		
63.2	The percentage for overheads and profit added to the Defined Cost is		%

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C	Pricing assumptions	2
C	2.2 The price schedule	[•]

C2.1 Pricing assumptions

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

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

Identified and defined terms

11 11.2

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.

Assessing the amount due

50.2 The amount due is

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

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

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

2. Function of the Price Schedule

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

3. Preparing the price schedule

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

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the price schedule:
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the price schedule

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the price schedule

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

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

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

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

C2.2 the price schedule

Item nr	Description	Unit	Quantity	Rate	Price
1	Sedan 1600 cc	each	30		
2	4x4 D/C LDV, HCG => cc	each	40		
3	4x2 LDV Ext Cab (LWB)	each	80		
4	4x4 LDV Ext Cab (LWB) D => cc-	each	80		
	Eskom Brackenfell – Western Cape				
	Eskom Coastal – Eastern Cape				

|--|

PART 3: SCOPE OF WORK

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

C3.1: PURCHASER'S GOODS INFORMATION

Contents

P	art 3: S	cope of Work	. 1
С	3.1: <i>Pu</i>	rchaser's Goods Information	. 2
1	Ove	erview and purpose of the goods and services	. 4
2	Spe	ecification and description of the goods	. 4
	2.1	Purchaser's design	. 4
	2.2	Procedure for submission and acceptance of Supplier's design	. 4
	2.3	Other requirements of the Supplier's design	. 4
	2.4	Use of Supplier's design	. 5
	2.5	Manufacture & fabrication	. 5
	2.6	Factory acceptance testing (FAT)	. 5
	2.7	Other tests and inspections and commissioning in place of use	. 5
	2.8	Operating manuals and maintenance schedules	. 5
3	Sup	pply Requirements	. 5
4	Spe	ecification of the services to be provided	. 5
5	Coi	nstraints on how the <i>Supplier</i> Provides the Goods	
	5.1	Programming constraints	. 5
	5.2	Work to be done by the Delivery Date	
	5.3	Marking the goods	6
	5.4	Constraints at the delivery place and place of use	6
	5.5	Cooperating with Others	6
	5.6	Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	6
	5.7	Management meetings	6
	5.8	Documentation control	6
	5.9	Health and safety risk management	. 7
	5.10	Environmental constraints and management	. 7
	5.11	Quality	. 7
	5.12	Invoicing and payment	. 7
	5.13	Insurance provided by the <i>Purchaser</i>	. 7
	5.14	Contract change management	. 7
	5.15	Provision of bonds and guarantees	. 7
	5.16	Records of Defined Cost, payments & assessments of compensation events to be kept by the	
_		er	
6		ocurement	
	6.1	Subcontracting	8

6.1.4	Other requirements related to procurement	
		۶
	Spares and consumables	
6.1.2	Limitations on subcontracting	8
6.1.1	Preferred subcontractors	8

1 Overview and purpose of the goods and services

Service provider to supply and delivery of the Sedans and LDV's "an as and when required" basis.

2 Specification and description of the goods

With reference to the technical specifications per vehicle supplied per Annexure:

Safety features specified e.g. driver and passenger airbags; driver and passenger seatbelts reminder and ABS brakes are introduced into the Eskom fleet to enhance the safety standard. The tender must indicate if these items/ are standard to the vehicle or will be supplied at an additional cost, fully guaranteed by the manufacturer.

Vehicles offered must have full safety features including at least ABS brakes and driver and passenger airbags. (Vehicle without these features will not be considered)

Vehicles categories L8 to L15 require extra heavy-duty suspension due to continues maximum load working conditions. Tenders must clearly indicate if this specification is available and the price.

Full description, specification and cost of a maintenance or service plan offered per vehicle must be provided by means of a supporting document.

The supplier must indicate the charge that will be levied for licence and registration of each vehicle if required from a Fleet Department to do it on behalf. The cost must be entered into the appropriate field.

Each vehicle must be delivered at the nominated Eskom site with Petrol or Diesel to the value indicated

Vehicle must be provided with two emergency triangles

The batteries of vehicles categories L8 to L15 are required to support the use of additional spot lights, used for work applications during the night. Suppliers to indicate the possibility to upgrade vehicles batteries (and alternator if required) to support this increased battery capacity, and cost associated with it.

Vehicles must be supplied with the signage applied to the body panels (sided)

All LDV units will be fitted afterwards with accessories e.g. canopies and ladder racks. Roll bars fitted as factory ergonomical design features are not required (will be in any case Be removed after delivery)

2.1 Purchaser's design

Purchaser states which parts of the goods he is to design.

2.2 Procedure for submission and acceptance of Supplier's design

Supplier's design which is to be submitted to the Supply Manager for his acceptance.

2.3 Other requirements of the Supplier's design

N/A

2.4 Use of Supplier's design

N/A.

2.5 Manufacture & fabrication

N/A

2.6 Factory acceptance testing (FAT)

There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination.

2.7 Other tests and inspections and commissioning in place of use

N/A

2.8 Operating manuals and maintenance schedules

Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods*.

3 Supply Requirements

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

4 Specification of the services to be provided

Items of service specified can be related to an item in the Price Schedule and technical specification

5 Constraints on how the Supplier Provides the Goods

5.1 Programming constraints

The order and timing of the work which the Supplier must take into account in his programme.

5.2 Work to be done by the Delivery Date

Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term "Delivery" is used in this contract to identify when a stage, or amount of work has been achieved.

5.3 Marking the goods

N/A

5.4 Constraints at the delivery place and place of use

Any constraints on how the to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work are to be discussed with *Purchaser* representative prior.

5.5 Cooperating with Others

If the *Purchaser* is aware of the *Supplier*'s need to co-operate with Others on a project or design of the *goods* needs to be discussed with *Purchaser*.

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

If any temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods* are to be discussed with *Purchaser* representative prior.

5.7 Management meetings

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

Title and purpose Approximate time & i		Location	Attendance by:
Risk register and compensation events	Weekly on at		
Overall contract progress and feedback	Monthly on at		Purchaser, Supplier, and

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

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

5.8 Documentation control

All meetings shall be recorded using minutes or register prepared and circulated by the person who convened the meeting. Such 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.

5.9 Health and safety risk management

The Supplier shall comply with the health and safety requirements

5.10 Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints

5.11 Quality

The Supplier shall comply with the environmental criteria and constraints.

5.12 Invoicing and payment

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

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

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

5.13 Insurance provided by the *Purchaser*

Add anything necessary for the <u>management</u> of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed.

5.14 Contract change management

Any <u>additional</u> requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms.

5.15 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser*'s right to termination stated in this contract.

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

The *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Since delivery will take place through a local dealership specified on the sub-order (placed directly with the Manufacturer) the onus will be on the Manufacturer to ensure that the participating dealers are aware of the terms and conditions as well as the practical operation contract.

6.1.2 Limitations on subcontracting

Due to the large volumes that might be ordered through a nominated dealer, it can happen that the dealer floor plan does not provide for the movement of large number of units. Suppliers must ensure that deliveries will not be delayed due ti limited dealer floor plans.

6.1.3 Spares and consumables

N/A

6.1.4 Other requirements related to procurement

N/A

6.1.5 Cataloguing requirements by the Supplier

N/A

ESKOM HOLDINGS SOC Ltd	CONTRACT NUMBER
SUPPLY AND DELIVERY OF LDV AND SEDAN VEHICLES IN THE (CAPE COASTAL CLUSTER

7 List of drawings

7.1 Drawings issued by the *Purchaser*

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

Drawing number	Revision	Title

C3.2 SUPPLIERS GOODS INFORMATION

This section could also be compiled as a separate file.	



SEDAN 1600cc	Comply	Provide reason for Comply or non-compliance	Entrance to about and according them
		r Tovide reason for Comply of Hon-Compliance	Eskom technical evaluation
			comments
To be Standard			
4 Door sedan			
300 dm			
4 cylinder			
1600cc			
Petrol			
75 Kw			
140 NM			
Certificate			
Туре			
Specify			
	Signature :		
	Signature :		
	To be Standard Stopesdard Standard To be Standard T	To be Standard To be	To be Standard To be

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the	50
compliance and non-compliance to the technical specification as well	
as prove (brochures) for verification of compliance.	
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original	20
Equipment manufacturer (OEM)	
Proof of after sails service and repairs (OEM Service Level	10
Agreement)	



Vehicle Job Description:	Required to carry 1 - 4 passengers plus goods and equipment up to 750 kg on all types of road surfaces with 40% on road					
	and 60 % off-road usage, normal to semi-rough terrain (Extra Heavy duty suspension)					
L11D HGC	Annexure A3	Tendering Service Provider to compleate		Eskom technical team to compleate		
Vehicle Type Required:	4x2 LDV D/C HGC D 2400-2800 cc	Comply	Provide reason for Comply or non- compliance	Eskom technical evaluation comments		
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard					
RADIO/CD PRICE FITTED (IF NOT STD)	To be Standard					
DRIVER AND PASSENGER AIRBAGS	To be Standard					
DRIVER AND PASSENGER SEATBELT REMINDER INDICAT	To be Standard					
ABS BRAKES	To be Standard					
POWER STEERING	To be Standard					
DAY RUN LIGHTS INSTALLED	To be Standard					
FACTORY FITTED FRONT FOG LIGHTS	To be Standard					
FACTORY FITTED STONE GUARDS	To be Standard					
TWO EMERGENCY TRIANGLES	To be Standard					
IMMOBILISER PRICE FITTED (IF NOT STD)	To be Standard					
ALARM PRICE FITTED (IF NOT STD)	To be Standard					
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard					
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF N	To be Standard					
BUCKET SEATS AND FITTED WITH HEAD REST	To be Standard					
TOW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard					
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard					
VEHICLE CONFIGURATION :	4x2 LDV Double Cab LWB Specified per SKETCH A1 attached					
TRACTION:	4x2					
PAYLOAD kg (Extra Heavy duty suspension)	750kg					
GROUND CLEARANCE - Axle lowest point (mm) minimum	207mm					
LOAD BODY GROUND CLEARANCE - chassis height at midp	345mm					
NUMBER OF CYLINDERS	4					
DISPLACEMENT cm	2400-2800cc					
PETROL OR DIESEL	Diesel TDI					
POWER RATING Kw	75 Kw					
TORQUE RATING NM	255 NM					
LEGAL TOWING CAPACITY(Kq) TRAILER WITH OVERRUN BRAKE	1400 Kg					
WHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify			1		
ENGINE MODEL NUMBER	Type		<u> </u>	 		
TYRES (SIZE) 245/75R15. Tyres pattern to be all terrain 40%	Specify			<u> </u>		
on road and 60% off road usage, rough terrain) Tyre pattern to	Spoony					
be specify.						
TYRE MAKE	Specify		<u> </u>	 		
WARRANTY PERIOD: MONTHS/DISTANCE	Specify		<u> </u>	 		
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify	1	+	†		
Acceptance / Acceptance	opoony	1	1	1		
Name of Evaluator :		Signature :	1	1		
Name of Verifier		Signature :	+	+		
Name of Veriller Any proposed deviations from this specification shall be listed by				1		

Any proposed deviations from this specification shall be listed below with reasons for the deviation(s). In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by Eskom.

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3	50
confirming the compliance and non-compliance to the	
technical specification as well as prove (brochures) for	
verification of compliance.	
Original Equipment manufacturer (OEM) or register	20
dealer	
Proof of 12 (twelve) month warranty certificate from the	20
Original Equipment manufacturer (OEM)	
Proof of after sails service and repairs (OEM Service	10
Level Agreement)	



Vehicle Job Description:	Required to carry 1 - 4 passengers plus goods and equipment up to 1000 kg on all types of road surfaces with 40% on roand 60% off road usage, rough terrain (Extra Heavy duty suspension)				
L12D	Annexure A3	Tendering Service Provider to compleate	e	Eskom technical team to compleate	
Vehicle Type Required:	4X4 LDV D/C HGC D 2400-2800 cc	Comply	Provide reason for Comply or non- compliance	Eskom technical evaluation comments	
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard				
RADIO/CD PRICE FITTED (IF NOT STD)	To be Standard				
DRIVER AND PASSENGER AIRBAGS	To be Standard				
DRIVER AND PASSENGER SEATBELT REMINDER INDICATOR/ALARM	To be Standard				
ABS BRAKES	To be Standard				
POWER STEERING	To be Standard				
DAY RUN LIGHTS INSTALLED	To be Standard				
FACTORY FITTED FRONT FOG LIGHTS	To be Standard				
FACTORY FITTED STONE GUARDS	To be Standard				
TWO EMERGENCY TRIANGLES	To be Standard				
IMMOBILISER PRICE FITTED (IF NOT STD)	To be Standard				
ALARM PRICE FITTED (IF NOT STD)	To be Standard				
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard				
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF NOT STD)	To be Standard				
BUCKET SEATS AND FITTED WITH HEAD REST	To be Standard				
TOW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard				
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard				
VEHICLE CONFIGURATION :	4x4 LDV Double Cab LWB Specified per SKETCH A1 attached				
TRACTION:	4x4				
PAYLOAD kg (Extra Heavy duty suspension)	750kg				
GROUND CLEARANCE - Axle lowest point (mm) minimum	207mm				
LOAD BODY GROUND CLEARANCE – chassis height at midpoint between axles	345mm				
NUMBER OF CYLINDERS	4				
DISPLACEMENT cm	2400-2800cc				
PETROL OR DIESEL	Diesel TDI				
POWER RATING KW	75 Kw				
TORQUE RATING NM	255 NM				
LEGAL TOWING CAPACITY(Kg) TRAILER WITH OVERRUN BRAKE	1400 Kg				
WHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify				
ENGINE MODEL NUMBER	Туре				
TYRES (SIZE) 245/75R15. Tyres pattern to be all terrain 40% on road and 60% off road usage, rough terrain) Tyre pattern to be specify.	Specify				
TYRE MAKE	Specify				
WARRANTY PERIOD: MONTHS/DISTANCE	Specify				
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify				
Acceptance / Acceptance					
Name of Evaluator :		Signature :			
Name of Verifier		Signature :			

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the compliance and non-compliance to the technical specification as well as prove (brochures) for verification of compliance.	50
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original Equipment manufacturer (OEM)	20
Proof of after sails service and repairs (OEM Service Level Agreement)	10



Vehicle Job Description: Required to carry 1 - 2 passengers plus goods and equipment up to 1100 kg MIN. on all types of road surfaces with up usage rough terrain. (Extra Heavy duty suspension)				of road surfaces with up 80% off road	
L13D	Annexure A3	Tendering Service Provider to compleate		Eskom technical team to compleate	
Vehicle Type Required:	4x4 LDV for PML D 4x4 LDV 4000 cc	Comply	Provide reason for Comply or non- compliance	Eskom technical evaluation comments	
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard				
RADIO/CD PRICE FITTED (IF NOT STD)	To be Standard				
DRIVER AND PASSENGER AIRBAGS	To be Standard				
DRIVER AND PASSENGER SEATBELT REMINDER INDICATO	To be Standard				
ABS BRAKES	To be Standard				
POWER STEERING	To be Standard				
DAY RUN LIGHTS INSTALLED	To be Standard				
FACTORY FITTED FRONT FOG LIGHTS	To be Standard				
FACTORY FITTED STONE GUARDS	To be Standard				
TWO EMERGENCY TRIANGLES	To be Standard		1		
IMMOBILISER PRICE FITTED (IF NOT STD)	To be Standard				
ALARM PRICE FITTED (IF NOT STD)	To be Standard	1			
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard				
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF NO	To be Standard				
TOW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard				
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard				
VEHICLE CONFIGURATION :	4x4 LDV Single Cab, Heavy duty suspension as per SKETCH A1				
TRACTION:	4x4				
PAYLOAD kg (Extra Heavy duty suspension)	1100kg				
GROUND CLEARANCE - Axle lowest point (mm) minimum	225mm				
LOAD BODY GROUND CLEARANCE - chassis height at midp	380mm				
NUMBER OF CYLINDERS	6 cylinder				
DISPLACEMENT cm	4000cc				
PETROL OR DIESEL	Diesel				
POWER RATING Kw	90 Kw				
TORQUE RATING NM	282 NM				
LEGAL TOWING CAPACITY(Kg) TRAILER WITH OVERRUN	1400 Kg				
WHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify				
ENGINE MODEL NUMBER	Туре				
BUCKET SEATS AND FITTED WITH HEAD REST	Specify				
TYRES (SIZE) 750R16C Tyre pattern to be specify.	Specify				
TYRE MAKE	Specify				
WARRANTY PERIOD: MONTHS/DISTANCE	Specify				
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify				
Acceptance / Acceptance					
Name of Evaluator :		Signature :			
Name of Verifier		Signature :			

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the compliance and non-compliance to the technical specification as well as prove (brochures) for verification of compliance.	50
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original Equipment manufacturer (OEM)	20
Proof of after sails service and repairs (OEM Service Level Agreement)	10



ehicle Job Description:	Required to carry 1 - 2 passengers plus goods and equipment up to 1000 kg on all types of road surfaces with 40% on road and 60 off-road usage, normal to semi-rough terrain (Extra Heavy duty suspension)				
.14D	Annexure A3	Tendering Service	Provider to compleate	Eskom technical team to compleate	
ehicle Type Required:	4x2 LDV Ext Cab (LWB) D 2400-2800 cc	Comply Provide reason for Comply or non- compliance		Eskom technical evaluation comments	
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard				
ADIO/CD PRICE FITTED (IF NOT STD)	To be Standard				
DRIVER AND PASSENGER AIRBAGS	To be Standard				
DRIVER AND PASSENGER SEATBELT REMINDER INDICATO	To be Standard				
ABS BRAKES	To be Standard				
POWER STEERING	To be Standard				
DAY RUN LIGHTS INSTALLED	To be Standard				
ACTORY FITTED FRONT FOG LIGHTS	To be Standard				
ACTORY FITTED STONE GUARDS	To be Standard				
WO EMERGENCY TRIANGLES	To be Standard				
MMOBILISER PRICE FITTED (IF NOT STD)	To be Standard				
ALARM PRICE FITTED (IF NOT STD)	To be Standard	1			
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard				
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF NO	To be Standard				
OW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard				
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard				
/EHICLE CONFIGURATION :	4x2 LDV extended Cab with				
	extra body ground clearance				
	and (Extra Heavy duty				
	suspension)				
RACTION:	4x2				
PAYLOAD kg (Extra Heavy duty suspension)	1000kg				
GROUND CLEARANCE - Axle lowest point (mm) minimum	207mm				
OAD BODY GROUND CLEARANCE – chassis height at midp	345mm				
NUMBER OF CYLINDERS	4				
DISPLACEMENT cm	2400-2800cc				
PETROL OR DIESEL	Diesel TDI				
POWER RATING Kw	75 Kw				
ORQUE RATING NM	255 NM				
EGAL TOWING CAPACITY(Kg) TRAILER WITH OVERRUN BRAKE	1400 Kg				
VHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify				
NGINE MODEL NUMBER	Туре				
BUCKET SEATS AND FITTED WITH HEAD REST	Specify				
YRES (SIZE) 245/75R15. Tyres pattern to be all terrain 40%	Specify				
on road and 60% off road usage, rough terrain) Tyre pattern to					
e specify.					
YRE MAKE	Specify				
VARRANTY PERIOD: MONTHS/DISTANCE	Specify				
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify				
Acceptance / Acceptance					
lame of Evaluator :		Signature :			
Name of Evaluator.					

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the compliance and non-compliance to the technical specification as well as prove (brochures) for verification of compliance.	50
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original Equipment manufacturer (OEM)	20
Proof of after sails service and repairs (OEM Service Level Agreement)	10



/ehicle Job Description:	Required to carry 1 - 2 passengers plus goods and equipment up to 1000 kg on all types of road surfaces with 40% on rooff road usage, rough terrain (Extra Heavy duty suspension)			ad surfaces with 40% on road and 6	
.15D	Annexure A3 Tendering Service Provider to compleate			Eskom technical team to compleate	
/ehicle Type Required:	4x4 LDV Ext Cab	Comply Provide reason for Comply or non-		Eskom technical evaluation	
Single Cab LWB Specified per SKETCH A1 attached	(LWB) 2400-2800 cc	Comply	compliance	comments	
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard		Compliance	Comments	
RADIO/CD PRICE FITTED (IF NOT STD)	To be Standard				
DRIVER AND PASSENGER AIRBAGS	To be Standard				
DRIVER AND PASSENGER SEATBELT REMINDER INDICATE					
ABS BRAKES	To be Standard				
POWER STEERING	To be Standard				
DAY RUN LIGHTS INSTALLED	To be Standard				
FACTORY FITTED FRONT FOG LIGHTS	To be Standard				
FACTORY FITTED STONE GUARDS	To be Standard				
TWO EMERGENCY TRIANGLES	To be Standard				
MMOBILISER PRICE FITTED (IF NOT STD)	To be Standard				
ALARM PRICE FITTED (IF NOT STD)	To be Standard				
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard				
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF N	To be Standard				
TOW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard				
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard				
/EHICLE CONFIGURATION :	4x4 LDV (LWB) with extended				
	cab and service doors. Heavy				
	duty suspension				
TRACTION:	4x4				
PAYLOAD kg (Extra Heavy duty suspension)	1000kg				
GROUND CLEARANCE - Axle lowest point (mm) minimum	207mm				
LOAD BODY GROUND CLEARANCE – chassis height at					
midpoint between axles (mm)	345mm				
NUMBER OF CYLINDERS	4				
DISPLACEMENT cm	2400-2800cc				
PETROL OR DIESEL	Diesel TDI				
POWER RATING KW	75 Kw				
TORQUE RATING NM	255 NM		_		
	1400 Kq				
EGAL TOWING CAPACITY(Kg) TRAILER WITH OVERRUN BRAKE	•				
WHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify				
ENGINE MODEL NUMBER	Туре				
BUCKET SEATS AND FITTED WITH HEAD REST	Specify				
TYRES (SIZE) 245/75R16. Tyres pattern to be all terrain	Specify				
TYRE MAKE	Specify				
WARRANTY PERIOD: MONTHS/DISTANCE	Specify				
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify				
Acceptance / Acceptance	Ì				
Name of Evaluator :		Signature :			
Name of Verifier	1	Signature :	1	1	

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the compliance and non-compliance to the technical specification as well as prove (brochures) for verification of compliance.	50
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original Equipment manufacturer (OEM)	20
Proof of after sails service and repairs (OEM Service Level Agreement)	10



Vehicle Job Description: Required to carry 1 - 2 passengers plus goods and equipment up to 1000 Kg on all types of road surfaces with 40% on road a off road usage, normal to semi rough terrain (Extra Heavy duty suspension)					
L16D	Annexure A3 Tendering Service		Provider to compleate	Eskom technical team to compleate	
Vehicle Type Required:	4x4 LDV Ext Cab	Comply Provide reason for Comply or no		Eskom technical evaluation	
Single Cab LWB Specified per SKETCH A1 attached	(LWB) 2400-2800 cc		compliance	comments	
AIR CONDITIONER PRICE FITTED (IF NOT STD)	To be Standard				
RADIO/CD PRICE FITTED (IF NOT STD)	To be Standard				
DRIVER AND PASSENGER AIRBAGS	To be Standard				
DRIVER AND PASSENGER SEATBELT REMINDER INDICATO	To be Standard				
ABS BRAKES	To be Standard				
POWER STEERING	To be Standard				
DAY RUN LIGHTS INSTALLED	To be Standard				
FACTORY FITTED FRONT FOG LIGHTS	To be Standard				
FACTORY FITTED STONE GUARDS	To be Standard				
TWO EMERGENCY TRIANGLES	To be Standard				
IMMOBILISER PRICE FITTED (IF NOT STD)	To be Standard				
ALARM PRICE FITTED (IF NOT STD)	To be Standard				
GEAR LEVER LOCK PRICE FITTED (IF NOT STD)	To be Standard				
REVERSE PARK DISTANCE CONTROL PRICE FITTED (IF N	To be Standard				
TOW BAR PRICE FULLY INSTALLED (IF NOT STD)	To be Standard				
DIFFLOCK PRICE FITTED (IF NOT STD)	To be Standard				
VEHICLE CONFIGURATION :	4x2 LDV Single Cab Specified per SKETCH A1 attached				
TRACTION:	4x2				
PAYLOAD kg (Extra Heavy duty suspension)	1000kg				
GROUND CLEARANCE - Axle lowest point (mm) minimum	207mm				
LOAD BODY GROUND CLEARANCE - chassis height at midp	345mm				
NUMBER OF CYLINDERS	4				
DISPLACEMENT cm	3000cc				
PETROL OR DIESEL	Diesel TDI				
POWER RATING Kw	110Kw				
TORQUE RATING NM	340 NM				
LEGAL TOWING CAPACITY(Kg) TRAILER WITH OVERRUN E		1			
WHEEL ALIGNMENT TO BE DONE DEFORE DELIVERY	Specify	1			
ENGINE MODEL NUMBER	Туре				
BUCKET SEATS AND FITTED WITH HEAD REST	Specify				
TYRES (SIZE) 215 R 15 (40% on road and 60% off road	Specify	-			
usage, rough terrain) Tyre pattern to be specify.	Ореспу				
TYRE MAKE	Specify				
WARRANTY PERIOD: MONTHS/DISTANCE	Specify	1			
CARBON DIOXIDE (CO2) EMISSION: g/km	Specify	1			
Acceptance / Acceptance		1			
Name of Evaluator :		Signature :			
Name of Verifier		Signature :	†	<u> </u>	
Any proposed deviations from this specification shall be listed b	alow with reasons for the deviation		idence shall be provided that the propose	ad deviation will at least be more cost	

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming	50
the compliance and non-compliance to the technical	
specification as well as prove (brochures) for verification	
of compliance.	
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the	20
Original Equipment manufacturer (OEM)	
Proof of after sails service and repairs (OEM Service	10
Level Agreement)	

SKETCH A1 **VEHICLE CONFIGURATION and CATEGORY CODE** L8: 4x2 LDV Single Cab L9: 4X4 LDV Single Cab L11: 4x2 LDV Double Cab L12: 4x4 LDV Double Cab L14: 4x4 LDV Double Cab L15: 4x4 LDV Double Cab L16: 4x4 LDV Double Cab L17: 4x4 LDV Double Cab L18: 4x4 LDV Double Cab L19: 4x4 LDV Double Cab L20: 4x4 LDV Double Cab L21: 4x4 LDV Double Cab Vehicles to be equipped with EXTRA heavy duty suspension and extra body ground clearance as per drawing Loadbody **CHASSIS**

Technical Evaluation Criteria	100
Fully completed questionnaire in Annexure A3 confirming the compliance and non-compliance to the technical specification as well as prove (brochures) for verification of compliance.	50
Original Equipment manufacturer (OEM) or register dealer	20
Proof of 12 (twelve) month warranty certificate from the Original Equipment manufacturer (OEM)	20
Proof of after sails service and repairs (OEM Service Level Agreement)	10

Budget Provision that the amount of R113 480 583 for the for the purchase of vehicles has been provided		
Delivery Site	Year	Spend profile (R's) – planned spend on contracts
Eskom Brakenfell	2023/24	R10 803 258
	2024/25	R27 526 809
	2025/26	R33 775 995
Eskom Coastal	2023/24	R16 654 522
	2024/25	R12 000 000
	2025/26	R12 720 000

Note

10 days after contract placement, a first delivery of 10 LDV's as per the specification.

First delivery number is dependent on the contract being awarded to 1 supplier. If multiple contracts are awarded, then the successful supplier's will be notified of how the delivery will take place.