



NEC3 Supply

Short Contract (SSC3)

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

and [•]

for SUPPLY AND DELIVERY OF VARIOUS
CONSUMABLES TO VARIOUS AREA OFFICES AND
REGIONAL DISTRIBUTION CENTRES IN
DISTRIBUTION, LOCATED IN THE CENTRAL EAST
CLUSTER - KWAZULU-NATAL OPERATING UNIT, ON
AN 'AS AND WHEN' REQUIRED BASIS

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ENQUIRY NUMBER:	KZN115	

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:

SUPPLY AND DELIVERY OF VARIOUS CONSUMABLES TO VARIOUS AREA OFFICES AND REGIONAL DISTRIBUTION CENTRES IN DISTRIBUTION, LOCATED IN THE CENTRAL EAST CLUSTER - KWAZULU-NATAL OPERATING UNIT, ON AN 'AS AND WHEN' REQUIRED BASIS

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	Eskom will propose standard rates with shortlisted tenderers
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

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:

Signature

.....

Name

.....

Capacity

.....

On behalf of

.....

Name & signature of witness

(Insert name and address of organisation)

.....

Date

.....

For the Purchaser

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

(Insert name and address of organisation)

.....

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
	Tel No.	031 710 5326
	Fax No.	N/A
	E-mail address	sivanan@eskom.co.za nzamalw@eskom.co.za
11.2(4)	The <i>delivery date</i> is	The delivery date is identified in the Batch 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 Consumables
12.2	The <i>law of the contract</i> is	the Republic of South Africa
13.2	The <i>period for reply</i> is	4 weeks
15.1	The <i>premises</i> are	The premises is identified in the Batch Order
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	Yes
23.1	If the <i>goods</i> are instructed by Batch Order, the batch order interval is the end date is the quantity range of <i>goods</i> in a batch is	'as and when' Required 31 March 2028 from 1 to 10 000
30.1	The <i>starting date</i> is.	To be Confirmed
41.1	The <i>defects date</i> is	16 weeks after Delivery.
42.2	The period for the correction of Defects after Delivery is	3 days
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	R500.00 per day.

51.2	The interest rate on late payment is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by 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
86.1	The <i>Supplier</i> 's 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</i> 's property in excess of	the amount of the deductibles relevant to that 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 ³and 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 *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

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

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

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

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

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

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.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	10 %

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

Each item includes for all work and other things necessary to supply the item. The Purchaser will submit proposed rates for each item to those Suppliers who have been deemed successful after the functionality evaluation. The price list will be updated with the rates after finalisation of the tender.

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>
CS-01	Freshpak Rooibos Tea Tagless Teabag - pack of 80	per pack
CS-02	Five roses Premium Rooibos Tea Tagless Teabag - pack of 80	per pack
CS03	Glen Rooibos Tea Tagless Teabag - pack of 80	per pack
CS-04	Glen Black Tea Tagless Teabag - pack of 100	per pack
CS-05	Joko Strong Quality Tea African Blend Tagless Teabag - pack of 100	per pack
CS-06	Five Roses Ceylon Blend Tea Tagless Teabag - pack of 102	per pack
CS-07	Nescafe Ricoffy Instant Coffee - 1.5kg	each
CS-08	Nescafe Ricoffy Instant Coffee - 750g	each
CS-09	Frisco Original Instant Coffee and Chicory- 750g	each
CS-10	Koffiehuis Medium Roast Coffee and Chicory Powder - 750g	each
CS-11	Nescafe Gold Soluble Coffee Intensity 7 - 200g	each
CS-12	Jacobs Kronung 100% Instant Freeze-Dried Coffee Original - 200g	each
CS-13	Douwe Egberts Pure Gold Medium Roast Instant Coffee - 200g	each
CS-14	Huletts White Sugar - 1kg	each
CS-15	Selati White Sugar - 1kg	each
CS-16	Illovo White Sugar - 1kg	each
CS-17	Huletts White Sugar - 2.5kg	each
CS-18	Selati White Sugar - 2.5kg	each
CS-19	Illovo White Sugar - 2.5kg	each
CS-20	Huletts Brown Sugar - 1kg	each

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>
CS-21	Selati Brown Sugar - 1kg	each
CS-22	Illovo Brown Sugar - 1kg	each
CS-23	Clover Full Cream Milk UHT Long-Life Process - pack (6 x 1Lt)	per pack
CS-24	Parmalat Everfresh Full Cream Milk UHT Process - pack (6 x 1Lt)	per pack
CS-25	First choice Full Cream Milk UHT Process - pack (6 x 1Lt)	per pack
CS-26	Clover Low Fat Milk UHT Long-Life Process - pack (6 x 1Lt)	per pack
CS-27	Parmalat Everfresh Low Fat Milk UHT Process - pack (6 x 1Lt)	per pack
CS-28	First choice Low Fat Milk UHT Process - pack (6 x 1Lt)	per pack
CS-29	Kleenex Unwrapped Toilet Rolls 2Ply x 350 Fresh White Embossed Sheets - pack of 48 rolls	per pack
CS-30	Twinsaver Twin Ply Toilet Tissue (Product code 0188) - pack of 48 rolls	per pack
CS-32	Virgin 2 Ply Toilet Tissue. White Embossed sheets, minimum 32gsm (meeting SANS 1887-2) - pack of 48 rolls	per pack
CS-33	Black Refuse bag 750mm x 950mm, 25 micron - pack of 100	per pack
CS-34	Doom Multi Insect Spray Odourless - 300ml	each
CS-35	Raid Multi Insect Spray Odourless - 300ml	each
CS-36	Mortein Multi Insect Spray Odourless - 300ml	each
CS-37	Scotch-Brite Heavy Duty Kitchen Scourer Sponge- pack of 4	per pack
CS-38	Addis Heavy Duty Scourer Sponge - pack of 4	per pack
CS-39	Addis 100% Cotton Honeycomb Dish Cloth - pack of 2	per pack
CS-40	Goldenmarc Honeycomb Dish Cloth - pack of 3	per pack
CS-41	Parmalat Full Cream Milk Pods - pack (50 x 20ml)	per pack
CS-42	Five Roses Ceylon Blend Tea Envelope Tagged Teabag - case of 200	per case
CS-43	Nescafe Ricoffy Instant Coffee Sticks - pack (200 x 2.7g)	per pack
CS-44	Nestle Cremora Coffee and Tea Creamer Sticks - pack (200 x 4g)	per pack
CS-45	Ellis Brown Creamer Sticks - pack (200 x 4g)	per pack

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>
CS-46	Huletts White Sugar Tube Sachet - box (1000 x 5g)	per box
CS-47	Illovo White Sugar Tube Sachet - box (1000 x 5g)	per box
CS-48	Selati White Sugar Tube Sachet - box (1000 x 5g)	per box
CS-49	Huletts Brown Sugar Tube Sachet - box (1000 x 5g)	per box
CS-50	Illovo Brown Sugar Tube Sachet - box (1000 x 5g)	per box
CS-51	Selati Brown Sugar Tube Sachet - box (1000 x 5g)	per box
CS-52	Bonaqua Still Water - pack (24 x 500ml)	per pack
CS-53	Valpre Still Water - pack (24 x 500ml)	per pack
CS-54	Aquelle Still Water - pack (24 x 500ml)	per pack
CS-55	Disposable Polystyrene Cup - box (1000 x 250ml)	per box
CS-56	Ripple Walled Cup (Heat Resistant disposable paper cup) - box (500 x 250ml)	per box
CS-57	Sunlight Laundry Bar Soap - 500g	each
CS-58	Vanish Laundry Bar Soap - 75g	each
CS-59	White Plastic Teaspoon - pack of 100	per pack
CS-60	White Plastic Teaspoon - pack of 500	per pack
CS-61	Nestle Coffee Cremora Box 750g	each
CS-62	Ellis Brown Coffee Cremora Box 750g	%
CS-63	Kiwi Shoe polish black 100ml	each
CS-64	Kiwi Shoe polish dark brown 100ml	each
CS-65	Nugget Shoe polish black 100ml	each
CS-66	Nugget Shoe polish dark brown 100ml	each
CS-67	SUNLIGHT Auto Washing powder - 12,5kg	each
CS-68	OMO Auto Washing powder - 12,5kg	each
CS-69	MAQ Auto Washing powder - 12,5kg	each
CS-70	SUNLIGHT Auto Washing powder - 5kg	each
CS-71	OMO Auto Washing powder - 5kg	each

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>
CS-72	MAQ Auto Washing powder - 5kg	each
CS-73	OMO Auto Washing powder - 2kg	each
CS-74	SUNLIGHT Auto Washing powder - 2kg	each
CS-75	MAQ Auto Washing powder - 2kg	each
CS-76	Mr Min Multi surface cleaner 300ml	each
CS-77	Pledge Multi surface cleaner 300ml	each
CS-78	Sunlight Dishwashing Liquid 5L	each
CS-79	Food Grade Clear Cling Wrap Roll - 380mm x 400m	each
CS-80	Markup on Any Other Goods Supplied	each
CS-81	Delivery to New Germany Area Office 1-ton vehicle (including toll fees)	each
CS-82	Delivery to New Germany Area Office 4-ton vehicle (including toll fees)	each
CS-83	Delivery to New Germany Area Office 8-ton vehicle (including toll fees)	each
CS-84	Delivery to Westville Menston Office 1-ton vehicle (including toll fees)	each
CS-85	Delivery to Westville Menston Office 4-ton vehicle (including toll fees)	each
CS-86	Delivery to Westville Menston Office 8-ton vehicle (including toll fees)	each
CS-87	Delivery to Mkondeni Area Office 1-ton vehicle (including toll fees)	each
CS-88	Delivery to Mkondeni Area Office 4-ton vehicle (including toll fees)	each
CS-89	Delivery to Mkondeni Area Office 8-ton vehicle (including toll fees)	each
CS-90	Delivery to Mersey Training Centre 1-ton vehicle (including toll fees)	each
CS-91	Delivery to Mersey Training Centre 4-ton vehicle (including toll fees)	each
CS-92	Delivery to Mersey Training Centre 8-ton vehicle (including toll fees)	each
CS-93	Delivery to Ladysmith Area Office 1-ton vehicle (including toll fees)	each
CS-94	Delivery to Ladysmith Area Office 4-ton vehicle (including toll fees)	each
CS-95	Delivery to Ladysmith Area Office 8-ton vehicle (including toll fees)	each
CS-96	Delivery to Newcastle Area Office 1-ton vehicle (including toll fees)	each
CS-97	Delivery to Newcastle Area Office 4-ton vehicle (including toll fees)	each
CS-98	Delivery to Newcastle Area Office 8-ton vehicle (including toll fees)	each

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>
CS-99	Delivery to Empangeni Area Office 1-ton vehicle (including toll fees)	each
CS-100	Delivery to Empangeni Area Office 4-ton vehicle (including toll fees)	each
CS-101	Delivery to Empangeni Area Office 8-ton vehicle (including toll fees)	each
CS-102	Delivery to Marburg CNC 1-ton vehicle (including toll fees)	each
CS-103	Delivery to Marburg CNC 4-ton vehicle (including toll fees)	each
CS-104	Delivery to Marburg CNC 8-ton vehicle (including toll fees)	each
CS-105	Delivery to Empangeni CNC 1-ton vehicle (including toll fees)	each
CS-106	Delivery to Empangeni CNC 4-ton vehicle (including toll fees)	each
CS-107	Delivery to Empangeni CNC 8-ton vehicle (including toll fees)	each
CS-108	Delivery to Edendale CNC 1-ton vehicle (including toll fees)	each
CS-109	Delivery to Edendale CNC 4-ton vehicle (including toll fees)	each
CS-110	Delivery to Edendale CNC 8-ton vehicle (including toll fees)	each
CS-111	Delivery to Wartburg CNC 1-ton vehicle (including toll fees)	each
CS-112	Delivery to Wartburg CNC 4-ton vehicle (including toll fees)	each
CS-113	Delivery to Wartburg CNC 8-ton vehicle (including toll fees)	each
CS-114	Delivery to Ladysmith CNC 1-ton vehicle (including toll fees)	each
CS-115	Delivery to Ladysmith CNC 4-ton vehicle (including toll fees)	each
CS-116	Delivery to Ladysmith CNC 8-ton vehicle (including toll fees)	each
CS-117	Delivery to Madadeni CNC 1-ton vehicle (including toll fees)	each
CS-118	Delivery to Madadeni CNC 4-ton vehicle (including toll fees)	each
CS-119	Delivery to Madadeni CNC 8-ton vehicle (including toll fees)	each

Notes to the Price List

1. The rates exclude VAT.
2. The rates will be fixed and firm for the first 12 months of the contract and thereafter subject to CPA. CPA to be reviewed quarterly using the latest available indices as per the contract (CPI). The prices are to be adjusted if there is a change of 7% or more (upwards or downwards), any lower % variance will result in the prices remaining fixed for the next quarter.
3. Prices will be adjustable on anniversary of the contract whether a quarterly adjustment was affected or not.
4. Escalation of rates may be applied for by the *Supplier* in writing, for each escalation period.
5. The escalation will only be applicable from the date of approval.
6. Escalation will not apply to items relating to % Markups.

C3: Goods Information

C3.1 Goods Information

The purpose of this contract is to appoint a suitably qualified *Supplier* to supply and deliver consumables to the *Purchaser* within Central East Cluster - Kwazulu-Natal, on an as and when required basis. The *Supplier* will be added to a panel of suppliers to provide the goods.

There are several sites throughout the various districts within Kwazulu-Natal that consumables must be delivered to.

1. Description of the goods

The *Purchaser* requires the *Supplier* to supply and deliver the goods below on an as and when required basis:

- Freshpak Rooibos Tea Tagless Teabag - pack of 80
- Five roses Premium Rooibos Tea Tagless Teabag - pack of 80
- Glen Rooibos Tea Tagless Teabag - pack of 80
- Glen Black Tea Tagless Teabag - pack of 100
- Joko Strong Quality Tea African Blend Tagless Teabag - pack of 100
- Five Roses Ceylon Blend Tea Tagless Teabag - pack of 102
- Nescafe Ricoffy Instant Coffee - 1.5kg
- Nescafe Ricoffy Instant Coffee - 750g
- Frisco Original Instant Coffee and Chicory- 750g
- Koffiehuis Medium Roast Coffee and Chicory Powder - 750g
- Nescafe Gold Soluble Coffee Intensity 7 - 200g
- Jacobs Kronung 100% Instant Freeze-Dried Coffee Original - 200g
- Douwe Egberts Pure Gold Medium Roast Instant Coffee - 200g.
- Huletts White Sugar - 1kg
- Selati White Sugar - 1kg
- Illovo White Sugar - 1kg
- Huletts White Sugar - 2.5kg
- Selati White Sugar - 2.5kg
- Illovo White Sugar - 2.5kg
- Huletts Brown Sugar - 1kg
- Selati Brown Sugar - 1kg
- Illovo Brown Sugar - 1kg
- Clover Full Cream Milk UHT Long-Life Process - pack (6 x 1Lt)
- Parmalat Everfresh Full Cream Milk UHT Process - pack (6 x 1Lt)
- First choice Full Cream Milk UHT Process - pack (6 x 1Lt)
- Clover Low Fat Milk UHT Long-Life Process - pack (6 x 1Lt)
- Parmalat Everfresh Low Fat Milk UHT Process - pack (6 x 1Lt)
- First choice Low Fat Milk UHT Process - pack (6 x 1Lt)
- Kleenex Unwrapped Toilet Rolls 2Ply x 350 Fresh White Embossed Sheets - pack of 48 rolls
- Twinsaver Twin Ply Toilet Tissue (Product code 0188) - pack of 48 rolls
- Virgin 2 Ply Toilet Tissue. White Embossed sheets, minimum 32gsm (meeting SANS 1887-2) - pack of 48 rolls
- Black Refuse bag 750mm x 950mm, 25 micron - pack of 100
- Doom Multi Insect Spray Odourless - 300ml
- Raid Multi Insect Spray Odourless - 300ml
- Mortein Multi Insect Spray Odourless - 300ml
- Scotch-Brite Heavy Duty Kitchen Scourer Sponge- pack of 4
- Addis Heavy Duty Scourer Sponge - pack of 4
- Addis 100% Cotton Honeycomb Dish Cloth - pack of 2
- Goldenmarc Honeycomb Dish Cloth - pack of 3
- Parmalat Full Cream Milk Pods - pack (50 x 20ml)
- Five Roses Ceylon Blend Tea Envelope Tagged Teabag - case of 200

- Nescafe Ricoffy Instant Coffee Sticks - pack (200 x 2.7g)
 - Nestle Cremora Coffee and Tea Creamer Sticks - pack (200 x 4g)
 - Ellis Brown Creamer Sticks - pack (200 x 4g)
 - Huletts White Sugar Tube Sachet - box (1000 x 5g)
 - Illovo White Sugar Tube Sachet - box (1000 x 5g)
 - Selati White Sugar Tube Sachet - box (1000 x 5g)
 - Huletts Brown Sugar Tube Sachet - box (1000 x 5g)
 - Illovo Brown Sugar Tube Sachet - box (1000 x 5g)
 - Selati Brown Sugar Tube Sachet - box (1000 x 5g)
 - Bonaqua Still Water - pack (24 x 500ml)
 - Valpre Still Water - pack (24 x 500ml)
 - Aquelle Still Water - pack (24 x 500ml)
 - Disposable Polystyrene Cup - box (1000 x 250ml)
 - Ripple Walled Cup (Heat Resistant disposable paper cup) - box (500 x 250ml)
 - Sunlight Laundry Bar Soap - 500g
 - Vanish Laundry Bar Soap - 75g
 - White Plastic Teaspoon - pack of 100
 - White Plastic Teaspoon - pack of 500
 - Nestle Coffee Cremora Box 750g
 - Ellis Brown Coffee Cremora Box 750g
 - Kiwi Shoe polish black 100ml
 - Kiwi Shoe polish dark brown 100ml
 - Nugget Shoe polish black 100ml
 - Nugget Shoe polish dark brown 100ml
 - Sunlight Auto Washing powder - 12,5kg
 - OMO Auto Washing powder - 12,5kg
 - MAQ Auto Washing powder - 12,5kg
 - Sunlight Auto Washing powder - 5kg
 - OMO Auto Washing powder - 5kg
 - MAQ Auto Washing powder - 5kg
 - OMO Auto Washing powder - 2kg
 - Sunlight Auto Washing powder - 2kg
 - MAQ Auto Washing powder - 2kg
 - Mr Min Multi surface cleaner 300ml
 - Pledge Multi surface cleaner 300ml
 - Sunlight Dishwashing Liquid 5L
 - Food Grade Clear Cling Wrap Roll - 380mm x 400m
 - Any other consumable item
- The *Supplier* must only supply the goods when issued with a Batch Order.
- Batch Orders will be issued on an as and when required basis.
- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.
- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.
- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.
- Partial delivery of goods shall be regarded as failing to comply with this contract.
- The *Supplier* will be part of a panel of suppliers that will be used to provide the goods. The *Purchaser* reserves the right to award any goods requirement to any other supplier it deems necessary.
- The *Supplier* shall supply and deliver the items to the sites as specified by the *Purchaser*. The sites are:

- New Germany Area Office
- Westville Menston Office
- Mkondeni Area Office
- Mersey Training Centre
- Ladysmith Area Office
- Newcastle Area Office
- Empangeni Area Office
- Marburg CNC
- Empangeni CNC
- Edendale CNC
- Wartburg CNC
- Ladysmith CNC
- Madadeni CNC
- Any other site across the cluster

- In the event of any site being relocated the *Supplier* will be required to supply and deliver consumables to the new location at no additional cost, save for a site that has been relocated at a distance greater than a 20km radius from the original location. Google maps shall be used to determine the distance based on a driving radius.
- The *Supplier* will unload all goods from the vehicle and pack them onto the shelf in the storage space within the *Purchaser*'s building.
- The *Supplier* may be required to supply and deliver consumables across the Central East Cluster, as requested by the *Purchaser*, on an "as and when" required basis.
- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.
- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.
- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.
- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.
- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the Purchaser. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.
- The *Supplier* will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.
- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.
- The *Supplier* must submit remittance advices of the sub-contractors to the *Purchaser* upon request. The *Purchaser* has the right to request the remittance advices directly from sub-contractors employed by the *Supplier* at any time.
- The *Supplier* must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.

- The *Supplier* shall comply with the requirements of the OSH Act and regulations.
- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.
- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.
- The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchaser*.
- The *Supplier* will be deemed to have substantially failed to comply with this contract if the total amount of delay damages incurred is R50 000.00 or the delay damage for any single Batch Order is R15 000.00

2. Specifications

Refer to section 6 “Supply Requirements

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

3.1 Use of standard forms

Below is a list of standard forms that will be used in this contract.

- Delegation by Purchaser
- Early Warning by Purchaser
- Early Warning by Supplier
- Delivery Confirmation
- Notification of Defect
- Suppliers Assessment of Amount Due
- Compensation Event Notification by Supplier
- Termination Certificate
- Notification of Default
- Notification of Dispute
- Batch Order
- Instruction by Purchaser

3.2 Invoicing and payment

The *Supplier* provides a statement on the 10th and 25th of every month for the duration of the contract. The statement will reflect the following information on all invoices submitted for payment, from the start of the contract:

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.

3.3 Records of Defined Cost

All records as required to back up any defined costs must be kept on file by the *Supplier* and be made available when requested by the *Purchaser*.

3.4 BBBEE and preferencing scheme

Price and Preference

Suppliers will be ranked by applying the preferential point scoring based on the 80/20 preference point system with the rand value equal to or below R50M.

Price

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

Proposed standard rates will be offered to all tenderers that meet the functionality threshold, all Technically compliant tenderers that accept the proposed rates will score 80 points for price.

Preference

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

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

The following documents are required to claim preference points:

- **Valid** BBBEE certificate issued by a SANAS accredited verification agency **or a valid affidavit or a valid** BBBEE Certificate issued by CIPC for EME companies.
- Joint Ventures need to submit a **Valid** BBBEE certificate issued by a SANAS accredited verification agency in the name of the Joint Venture.

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

- Proof of ownership / shareholding (CIPC registration documentation) inclusive of shareholding breakdown
- ID copies of shareholder(s) or owner(s) of the business
- Proof of Disability of owner(s) of the business (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.

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

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

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option)**.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left)**.
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account**. **(Mark the applicable option)**.
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year)**.
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

4. Supply requirements

- The *Supplier* must only supply the goods when issued with a Batch Order.
- Batch Orders will be issued on an as and when required basis.
- The *Purchaser* will specify the goods, quantities, delivery site and date of delivery when requesting supply and delivery of consumables.
- Goods must be delivered between 08h30 and 15h00, Monday to Friday. Deliveries will not be accepted after this time or on public holidays.
- In the event of the *Supplier* not executing or completing the Batch Order as planned, the *Purchaser* at his discretion may withdraw the Batch Order from the *Supplier*. The *Supplier* shall not be compensated for any claims arising due to the withdrawal of the Batch Order. This will be deemed as failing to comply with this contract by the *Supplier*.
- Partial delivery of goods shall be regarded as failing to comply with this contract.
- The *Supplier* will be part of a panel of suppliers that will be used to provide the goods. The *Purchaser* reserves the right to award any goods requirement to any other supplier it deems necessary.

- The *Supplier* shall supply and deliver the items to the sites as specified by the *Purchaser*. The sites are:
 - New Germany Area Office
 - Westville Menston Office
 - Mkondeni Area Office
 - Mersey Training Centre
 - Ladysmith Area Office
 - Newcastle Area Office
 - Empangeni Area Office
 - Marburg Customer Network Centre
 - Empangeni Customer Network Centre
 - Edendale Customer Network Centre
 - Wartburg Customer Network Centre
 - Ladysmith Customer Network Centre
 - Madadeni Customer Network Centre
 - Any other site across the cluster
- In the event of any site being relocated the *Supplier* will be required to supply and deliver consumables to the new location at no additional cost, save for a site that has been relocated at a distance greater than a 20km radius from the original location. Google maps shall be used to determine the distance based on a driving radius.
- The *Supplier* will unload all goods from the vehicle and pack them onto the shelf in the storage space within the *Purchaser*'s building.
- The *Supplier* may be required to supply and deliver consumables across the Central East Cluster, as requested by the *Purchaser*, on an "as and when" required basis.
- Goods delivered must have a shelf life / expiry date greater than 4 months, measured from the date the goods are delivered to site.
- Goods must be delivered in the original packaging as per the manufacturer and as available to the public within major retailers / grocers.
- The *Supplier* must supply and deliver the consumables by the delivery date as specified by the *Purchaser*. The minimum period for delivery shall not be less than 3 working days from the date the Batch Order is issued to the *Supplier*.
- The vehicle used for delivery will be based on the total mass of items delivered to that specific site. This must be confirmed with the *Purchaser* before any goods is supplied. The *Purchaser* may request the *Supplier* to quantify the mass of items delivered and decide on the appropriate delivery vehicle to be used.
- The *Supplier* may be required to provide quotations for supply and delivery of consumables, via a Batch Order, as specified by the *Purchaser*. The response time for the *Supplier* to provide quotations will be agreed upon at the time of request.
- The *Supplier* will be subject to performance appraisals based on Eskom's key performance indicators. Based on outcomes of these performance appraisals, the *Purchaser* reserves the right to withhold allocation of Batch Orders to a non-performing *Supplier*.
- The *Supplier* will be required to ensure that all sub-contractors adhere to all health and safety requirements.
- The *Supplier* must submit remittance advices of the sub-contractors to the *Purchaser* upon request. The *Purchaser* has the right to request the remittance advices directly from sub-contractors employed by the *Supplier* at any time.

- The *Supplier* must abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rule.
- The *Supplier* shall comply with the requirements of the OSH Act and regulations.
- The *Supplier* shall comply to Eskom Procedures and Policies as per the latest revision.
- The *Supplier* must close out any audit findings or any other findings related to the service within the corrective action due date.
- The *Supplier* will be required to attend the *Purchasers* Contractor forums and meetings from time to time as specified by the *Purchaser*.
- The *Supplier* will be deemed to have substantially failed to comply with this contract if the total amount of delay damages incurred is R50 000.00 or the delay damage for any single Batch Order is R15 000.00
- The rates will be fixed and firm for the first 12 months of the contract and thereafter subject to CPA. CPA to be reviewed quarterly using the latest available indices as per the contract (CPI). The prices are to be adjusted if there is a change of 7% or more (upwards or downwards), any lower % variance will result in the prices remaining fixed for the next quarter.
- Prices will be adjustable on anniversary of the contract whether a quarterly adjustment was affected or not.
- Escalation of rates may be applied for by the *Supplier* in writing, for each escalation period.
- The escalation will only be applicable from the date of approval.
- Escalation will not apply to items relating to % Markups.

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 ten (10) working days in which to correct their shortcomings. 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.

Financial Evaluation

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:

Tenderers may be requested to provide a performance bond if they are deemed financially unacceptable for the full value of the contract.

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.

Quality

The Quality requirements are Category 4 as per the table below.

Additionally, the following will accompany the criteria:

- Form A
- Supplier Quality Management Specification
- Recommended templates:
 - Method Statement template
 - Part 4 – Quality Requirements

	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						
SECTION A : Quality Management System Requirements ISO 9001 Objective evidence of documented QMS that is not certified but complies with ISO 9001						
A.1 Quality Method statement based on scope.(Method Statement Template-Ref 240-126469599)		Apply =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) Clause 7.5 of ISO 9001:2015		1				
A.5 Documented information for Control of nonconforming outputs Clause 8.7 of ISO 9001:2015		0				
A.6 Documented information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015		1				
A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015		1				
Section A Score Option 2						
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				
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)		1				
B.5 Records of Management Review meetings (minutes, attendance registers e.t.c)		0				
Section B Score						
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)				
Section E Score		1				

Safety

Low Risk Criteria

PART B

1	Baseline Risk Assessment	Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.
2	ISO 45001 certificate	
3	Valid Letter of Good Standing	(COIDA or equivalent)

OR

PART A

	KPI's	Comment
1	Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer?	
2	Health and Safety Plan	Safety, Health and Environmental Plan for Scope of work not limited to the following: <ul style="list-style-type: none"> SHE organization within the Company-Responsibility & Accountability SHE Incident management

		<ul style="list-style-type: none"> Planning of conduct of work activities including planning for changes and emergency work PPE- Personal Protective Equipment Emergency planning and fire risk management Vehicle and driver behaviour safety Contractor or supplier selection and management Competency, training, appointments Communication and awareness
3	Baseline Risk Assessment	Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA.
4	Valid Letter of Good Standing	COIDA or equivalent)
5	SHE policy signed by CEO/ MD-	MD- Comply to OHS Act Section 7 or ISO 45001

Procurement

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

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

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB:

A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	