NEC3 Supply Short Contract (SSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and **[Insert at award stage]**
(Reg No. ___________)

for **Supply and delivery of Various Vehicles to Kriel Power Station on a once of basis**

Contents:

CONTRACT No. **[Insert at award stage]**

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 Vehicles to Kriel Power Station on a once of basis

The tenderer, identified in the signature block below, 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 Prices inclusive of VAT is	**R**
(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

(Insert name and address of organisation)

For the tenderer:

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		*(Insert name and address of organisation)*
	....	
Name & signature of witness	....	Date ....

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

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the Purchaser**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Name & signature of witness		
Date		

C1.2 Contract Data

Data provided by the *Purchaser*

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

Clause	Statement	Data
	General	
10.1	The *Purchaser* 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.	**TBA**
	Fax No.	**TBA**
	E-mail address	**TBA**
11.2(4)	The *delivery date* is	**All vehicles to be delivered within the period of 6 months**
11.2(5)	The Goods Information is in	**the document called 'Goods Information' in Part 3 of this contract.**
11.2(8)	The *goods* are	Supply and delivery of Various Vehicles to Kriel Power Station on a once of basis
12.2	The *law of the contract* is	**South African Law**
13.2	The *period for reply* is	**3 days**
15.1	The *premises* are	**Kriel Power Station**
23.1	The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order.	**No** **Delivery requirements will be stipulated in the scope of work**
23.1	If the *goods* are instructed by Batch Order,	**Delivery requirements will be stipulated in the scope of work**
	the batch order interval is	
	The proposed end date is	**30 September 2023**
	the quantity range of *goods* in a batch is	**N/A**
30.1	The proposed *starting date* is.	**13 March 2023**
41.1	The *defects date* is	**1 week after Delivery.**
42.2	The period for the correction of Defects after Delivery is	**1 week**
50.1	The *assessment day* is the	**N/A once off payment will be made**

50.5	The *delay damages* are	**Delivery of 11 vehicles (of either LDV; Sedan or mini bus) 8 weeks after contract placement Should delivery not take place, the delay damage of 5% per task order will be applicable** **Delivery of the balance of the vehicles to be delivered within 8 weeks after the first delivery. Should delivery not take place, the delay damage of 5% per task order will be applicable**
51.2	The interest rate on late payment is	**0% per complete week of delay.**
86.1	The *Supplier*'s liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	**Zero**
86.2	The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser*'s property in excess of	**The replacement cost for any one event.**
93.1	The *Adjudicator* 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 *Adjudicator nominating body* 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 *tribunal* is: If the *tribunal* 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 *conditions of contract* are the NEC3 Supply Short Contract (April 2013)[1] [2]and the following additional conditions.** **[Only enter details here if additional conditions are required, otherwise state 'none']**	

[1] Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902
[2] 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 *goods*, plant and materials	The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at contract date where covered by the *Purchaser*'s insurance.
Liability for loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract	**Loss of or damage to property** *Purchaser*'s property The replacement cost where not covered by the *Purchaser*'s insurance. The *Purchaser*'s policy deductible as at contract date, where covered by the *Purchaser*'s insurance. Other property

	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 *Supplier* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

84.2 **<u>The *Purchaser* provides the insurances in this Insurance Table B</u>**

<u>INSURANCE TABLE B</u>

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	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.

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)[3] 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 *Supplier* 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	**%**

[3] 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

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

NB: The's a split in price list, as the tenderer can tender for only LDV or Sedan or minibus or group any two.

NB: This Price list is for full package of LDV, Sedan & Mini-Bus

Item no.	Description	Unit	Quantity	Rate	Price
	LDV'S 4 X 2	12			
	Sedans	11			
	Minibus	1			

NB: Tenderers are urged to tender for many different brands as possible. Brochures for the different brands tendered for to be submitted with the tender.

Total of the Prices	

C2.2 Price Schedule

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

NB: This price list is for tenderer wishing to tender for LDV only

Item no.	Description	Unit	Quantity	Rate	Price
	LDV'S 4 X 2	12			

NB: Tenderers are urged to tender for many different brands as possible. Brochures for the different brands tendered for to be submitted with the tender.

Total of the Prices	

C2.2 Price Schedule

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

NB: This price list is for tenderer wishing to tender for Sedan only

Item no.	Description	Unit	Quantity	Rate	Price
	Sedan	11			

NB: Tenderers are urged to tender for many different brands as possible. Brochures for the different brands tendered for to be submitted with the tender.

Total of the Prices	

C2.2 Price Schedule

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

NB: This price list is for tenderer wishing to tender for Mini-Bus only

Item no.	Description	Unit	Quantity	Rate	Price
	Mini-Bus	01			

NB: Tenderers are urged to tender for many different brands as possible. Brochures for the different brands tendered for to be submitted with the tender.

Total of the Prices

………………………………….. Print Name	…………………………… Signature	…………………………………….. Date

PART 3: SCOPE OF WORK

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

C3.1: *PURCHASER'S* GOODS INFORMATION

THE *WORKS*

DESCRIPTION OF THE *WORKS*

The *works* entails the for the supply and delivery of 12 x LDV's d/c, 11 sedans and 1 x14 seater combi to Kriel Power Station.

Vehicle: Type: LDV; Model: L11, Diesel; Year: 2023; Style: Double Cab; Transmission: Manual; Drive Type: 4x2; Colour: White; Standard Features: A/C, Air Bag Driver, Airbag Passenger, Service Plan 90 000km; Standard: Towbar, Rollbar, Licence & Registration, Service/Maintenance Plan.

Vehicle Type Required:	**4x2 LDV D/C HGC 2400-2800 cc**
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:	4x2 LDV Double Cab
Traction:	4x2
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 (mm)	345mm
Number Of Cylinders	4
Displacement cm	2400-2800cc
Petrol Or Diesel	Petrol
Power Rating Kw	92 Kw
Torque Rating NM	202 NM
Legal Towing Capacity (Kg) Trailer with Overrun Brake	1400 Kg

Vehicle: Type: S1 Sedan; Model: Sedan; Year: 2023;

Style: S1 sedan, 4 door passenger; transmission: manual; drive type: front wheel; color: white; standard features: air-conditioning, ABS, driver airbag, front passenger airbag, front fog lamps/lights; standard: petrol, service/maintenance plan, front and rear, central locking- remote, licence and registration.

Vehicle Type Required:	**1300 to 1400 cc**
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**
Manual gearbox	**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 fitted (if not std)	**To be Standard**
Reverse Park distance control fitted (if not std)	**To be Standard**
Tow bar price fully installed (if not std)	**To be Standard**
Vehicle configuration :	**4 Door sedan**
Boot Capacity (with seats unfolded)	**300 dm**
Number of cylinders	**4**
Displacement cc	**1300 to 1400 cc**
Petrol Or Diesel	**Petrol**
Power Rating - Kw	**61 Kw**
Torque Rating - NM	**121NM**
Wheel Alignment to be Done before Delivery	**Certificate**

Vehicle, Commercial: Type: Minibus; Engine: M5; drive type: 4x2; standard features: A/C; Al; Im; R/T; Style: 14 Seater; Transmission: Diesel, Manual; Year 2023: 2.7; Color: White 14 Seater Bus

Standard features: air-conditioning, ABS, driver airbag, front passenger airbags, park distance control (PDC) - front control rear, front fog lamps/lights; standard: electric windows front and rear, central locking- remote, licence and registration, service/maintenance plan.

Vehicle Type Required:	**Minibus 14 Seater**
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
Rear step bumper	To be Standard
Reverse Park distance control price fitted (if not std)	To be Standard
Tow Bar Price Fully Installed (If Not Std)	To be Standard
Vehicle configuration:	Minibus to carry maximum of 14 passenger
Traction:	TRACTION: 4X2
Payload kg (Extra Heavy-duty suspension)	Specify
Number of cylinders	4
Displacement cm	2700cc
Petrol or diesel	Petrol/Diesel
Power Rating Kw	111 Kw P/74kw D
Torque Rating NM	241 NM P/240NM D
Carbon Dioxide (Co2) emission: g/km	Specify

NB: Tenderers are urged to tender for many different brands as possible. Brochures for the different brands tendered for to be submitted with the tender.

1 Supply Requirements

1.1 Contractor to confirm delivery lead time of items upon receipt of order.
1.2 All deliveries must be delivered to Kriel Power Station Main Stores.
1.3 Purchase orders will be issued to the *Contractor* with the required items and quantities.
1.4 Deliveries will be made during the week within the following hours:
Monday, Tuesday, Wednesday, Thursday: 07h00 until 15h45
Friday: 07h00 until 11h00
Road conditions and security gate access to be taken into consideration for delivery to the main stores within these hours.
1.5 Supplier to be prepared to provide goods within an acceptable delivery period when urgently required.

1.1 Marking the *goods*

Not applicable

1.2 Documentation control

.
All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Supply Short Contract

1.3 Health and safety risk management

N/A

1.4 Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001;
- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation(e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Supply *Manager*) as well as emergency preparedness and response procedures/plans.

- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

1.5 Quality

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Supply Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies the documents which are to be submitted to the *Supply Manager*

3.3.2 Quality Control Plan

N/A

1.6 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to:
Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30
Accounts Payable
Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.
All invoices are hand delivered to the Kriel Finance Department (Account payables) and include on each invoice the following information:

Name and address of the *Contractor* and the *Supply Manager;*
The contract number and title;
Contractor's VAT registration number;
The *Employer*'s VAT registration number 4740101508;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Contractor is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

Goods Delivered Invoices

a) Once the Goods are delivered, the *Supply Manager* preforms a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
b) *Supply Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

2.6.3 Invoices linked to commodity prices

a) The requirements are the same as for Goods Delivered Invoices.
b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

2.6.4 General Information related to Eskom Invoices

a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
b) Eskom Purchase Order number must appear on invoice.
c) Invoices must be VAT compliant in line with the VAT Act requirements.
d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
h) No pro-forma invoices will be accepted.
i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

Note:

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Supply Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
3.

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

1.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Supply Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Supply Manager.*

If the *Employer's Supply Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

1.8 Records of Defined Cost to be kept by the *Contractor*

N/A

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1.9 Insurance provided by the *Employer*

N/A

1.10 Training workshops and technology transfer

N/A

1.11 Design and supply of Equipment

The *Contractor* submits particulars of the design/Manuals of an item or equipment to the *Supply Manager* for Training or awareness when the *Supply Manager* instructs him to

The particulars includes but not limit the following:

1. User Guide
2. Maintenance Plan Documents

1.12 Things provided at the end of the *service period* for the *Employer*'s use

1.12.1 Equipment

NONE

1.12.2 Information and other things

N/A

1.13 Insurance provided by the *Purchaser*

As stated in Contract Data and as per Annexure B.

1.14 Provision of bonds and guarantees

N/A

1.15 Subcontracting

N/A

1.15.1 Other requirements related to procurement

N/A

1.15.2 Supplier Development Localisation and Industrialisation (SDL&I)

CSI of 1.5% to be negotiated.

2 List of drawings

N/A

PART 4: SITE INFORMATION

General description

The Kriel Power Station is situated approximately half way between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Kriel Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally the prevailing wind directions are from the North West during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

Existing buildings, structures, and plant & machinery on the Site

Not applicable.

Subsoil information

Not applicable.

Other reports and publicly available information

The assumed 1 in 10 year rainfall figures are:

Month	Cumulative rain (mm)	No of days with rainfall > 10mm
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6