



## NEC3 Supply

# Short Contract (SSC3)

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

and [•]

for Supply and delivery of Small portable visual inspection drone (weight of less than 1kg)

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Documentation prepared by: Lebogang Sithole

The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)

## 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 Small portable visual inspection drone (weight of less than 1kg)

The tenderer, identified in the signature block below, having 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.

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)****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**

(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. \_\_\_\_\_'.

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)****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)

Name &amp; signature of witness \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Eskom Holdings SOC Limited (reg no: 2002/015527/30); Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)

## C1.2 Contract Data

### Data provided by the *Purchaser*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Purchaser</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 2104</b>
	Fax No.	<b>086 668 9504</b>
	E-mail address	<b>SitholLe@eskom.co.za</b>
11.2(4)	The <i>delivery date</i> is [If the <i>goods</i> are instructed by Batch Order enter the data, "The delivery date is identified in the Batch Order"]	<b>TBC</b>
11.2(5)	The Goods Information is in	<b>the document called 'Goods Information' in Part 3 of this contract.</b>
11.2(8)	The <i>goods</i> are	<b>Supply and delivery of Small portable visual inspection drone (weight of less than 1kg)</b>
12.2	The <i>law of the contract</i> is	<b>South African</b>
13.2	The <i>period for reply</i> is	<b>3 weeks</b>
15.1	The <i>premises</i> are	<b>Eskom Simmerpan Complex Corner Power &amp; Lake Streets Germiston Switchgear Building – 1<sup>st</sup> Floor</b>
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	<b>No</b>
23.1	If the <i>goods</i> are instructed by Batch Order,	
	the batch order interval is	<b>N/A</b>
	the end date is	<b>[•]</b>
	the quantity range of <i>goods</i> in a batch is	<b>from [•] to [•]</b>
30.1	The <i>starting date</i> is.	<b>TBC</b>
41.1	The <i>defects date</i> is	<b>12 weeks after Delivery</b>
42.2	The period for the correction of Defects after Delivery is	<b>30 days after delivery</b>
50.1	The <i>assessment day</i> is the	<b>7<sup>th</sup> day after receipt of goods</b>

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)**

50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damage</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	2,5% of the contract value per day
51.2	The interest rate on late payment is	[●] % per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	N/A
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
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 <b>conditions of contract</b> are the NEC3 Supply Short Contract (April 2013) <sup>1 2</sup> and the following additional conditions. [Only enter details here if additional conditions are required, otherwise state 'none']	

<sup>1</sup> Can be obtained from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za), Tel 011 803 3008, Fax 086 539 1902

<sup>2</sup> If the December 2009 edition is being used, replace April 2013 with December 2009

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)****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

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)**

*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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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.

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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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the goods, plant and materials	<p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date where covered by the <i>Purchaser's</i> insurance.</p>
Liability for loss of or damage to property (except the <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><b><u>Loss of or damage to property</u></b></p> <p><u><i>Purchaser's</i> property</u></p> <p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u></p> <p>The replacement cost</p>

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	<b>Death of or bodily injury</b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**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

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)****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)<sup>3</sup> 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	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>See C1.1 Form of Offer and Acceptance</b>
63.2	The percentage for overheads and profit added to the Defined Cost is	[•]%

<sup>3</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902.

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## 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.

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## C2.2 Price Schedule

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

Item No.	Description	Unit	Quantity	Rate	Amount
1.	<b><u>Small Drones and the following accessories compatible per drone:</u></b>				
1.1	Small portable drone weighing less than 1Kg, with a camera having a 4/3 CMOS, 20MP effective pixels capacity, 4K video resolution, 4X digital zoom; a minimum flight time of 40 min and a minimum wind resistance of 12 m/s; equipped with obstacle avoidance and a minimum transmission range of 10 km. Including the following standard accessories:	No	22		R -
	Full set of batteries for monitor, flying unit and controllers				
	Battery charger and power cable				
	Smart Controller				
	Intelligent Flight Battery				
	Low-Noise Propellers (One set)				
	Gimbal protector				
	RC Cable with Lightning Connector				
	RC Cable with micro-USB connector				
	RC Cable with USB Type-C Connector				
	Communication cable with USB 3.0 Type-C connector				
	Large RC cable Slider				
	Small RC cable Slider x 2				
	Protection and carry case				

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)**

<b>2.</b>	<b><u>Additional Accessories</u></b>				
2.1	Intelligent Flight Battery	No	132		R -
2.2	Multi-battery Charger hub	No	22		R -
2.3	Set of Low-Noise Propellers	No	22		R -
2.4	USB Adapter	No	22		R -
2.5	Pair of Spare Control Sticks	No	22		R -
2.6	128GB MicroSD card	No	44		R -
	<b>Subtotal</b>				R -
	<b>ADD VAT</b>	<b>15%</b>			R -
	<b>Total Amount carried to form of tender</b>				R -

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## C3: Scope of Work

### C3.1 Goods Information

#### 1. Description of the goods

22 Small portable drones weighing less 1kg, featuring a camera with a 4/3 CMOS, 20MP Effective pixels capacity, 4K video resolution, 4X digital zoom; a minimum flight time of 40 min and a minimum wind resistance of 12 m/s; equipped with obstacle avoidance technology, a minimum transmission range of 10 km. Drones to be supplied with standard and additional accessories as listed and detailed below.

#### 2. Technical Requirements

##### 2.1 Specifications

Small portable drone weighing less than 1kg

Camera capabilities:

Sensor 4/3 cmos

Single shot, burst shooting and timed modes with a 20MP photo capability

4k video resolution

4x zoom

Omnidirectional obstacle avoidance technology

A minimum transmission range of 10km

GPS tracking system

A minimum flight time of 40 minutes

Capable of resisting a wind speed of 12 m/s

Operating temperature of -10 °C to 40 °C

##### 2.2 List of standard accessories

Smart Controller

Set of batteries for monitor, flying unit and controller

Battery charger

Power cable

Set of propellers

If required for the the controller a remote control cable with lightning, micro-USB as well as Type-C connector

Communication Cable with USB 3.0 Type-C Connector

USB Adapter

Large RC Cable Slider

Small RC Cable Slider

##### 2.3 Additional accessories

6x Intelligent Flight Battery

Multi-battery charger (at least 4 charge ports)

A set of spare control sticks

USB adapter

4x set of propellers

2x 128GB microSD card

Protection and carry case

**The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)****Evaluation Criteria**

The technical tenders received will be evaluated via a document evaluation (desktop assessment) process.

The evaluation exercise is performed by the appointed Eskom technical team. This initial part of the evaluation starts when submissions are opened and assessed for the first time. The submitted documents will be evaluated against the evaluation criteria as stated in this document

	<b>Criteria</b>	<b>Score Weight</b>	<b>Score</b>
1	Proof of Brochure that include the following specification:		
	Small portable drone (Weight of less 1kg)	10	
	Camera: 4/3 CMOS, Effective pixels: 20 MP	10	
	Video resolution of 4k, Digital zoom of 4x	10	
	Minimum flight time of 40 min	5	
	Minimum wind resistance of 12 m/s	5	
	Obstacle avoidance technology	5	
	Minimum transmission range of 10 km	5	
	GPS Tracking device which can be mounted on the drone	10	
2	Proof of after sale support (signed letter from accredited supplier)	20	
3	Proof that all accessories will be supplied as requested	20	

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Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>32-726 Contract and Contractor OHS Management</b>	<b>3</b>	<b>Yes</b>
<b>32-727 Safety, Health, Environment and Quality (SHEQ) Policy</b>	<b>4</b>	<b>Yes</b>
<b>32-136 Contractor Health and Safety Requirements</b>	<b>4</b>	<b>Yes</b>
<b>Occupational Health &amp; Safety Act No.85 of 1993</b>		<b>Yes</b>
<b>240-105658000 Supplier Quality Management Specification</b>	<b>3</b>	<b>Yes</b>
<b><u>Technical specifications:</u></b>		
<b>Small Portable Visual Inspection Drones Specification</b>	<b>1</b>	<b>Yes</b>

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

#### 3.1 Subcontracting – N/A

#### 3.2 Use of standard forms – N/A

#### 3.3 Invoicing and payment

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

Eskom Holdings SOC Ltd  
Reg. No. **2002/015527/30**  
Email: invoiceseskomlocal@eskom.co.za

The *Supplier* includes the following information on each tax invoice:

- Name and address of the *Supplier*
- The contract number and title
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number which is **4740101508**
- The total of
  - Where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- Other amounts to be paid to the *Supplier*
- Less amounts to be paid by or retained from the *Supplier*. 2,5% will be paid after 6 months and remaining 2,5% payable after 12 months
- The invoiced amount - excluding VAT, the VAT and including VAT

The supply and delivery of 22 small portable visual inspection drone (weight of less than 1kg)

### 3.4 Records of Defined Cost – N/A

### 3.5 Cataloguing requirements by the *Supplier*

N/A

## 4. Requirements for the programme

N/A

## 5. Services and other things provided by the *Purchaser* – N/A

Item	Date by which it will be provided

## 6. Supply requirements

6.1 All goods to be delivered to the following address:

**Eskom Simmerpan Complex  
Corner Power & Lake Streets  
Switchgear Building – 1<sup>st</sup> Floor**

**GPS Co-ordinates: -26.2240504, 28.1608818**

**Contact Person: Lebogang Sithole**

**Contact Number: 011 800 2104**

6.2 Deliveries will be made during the week within the following hours:

**Monday to Thursday: 08h00 until 14h45**  
**Friday: 08h00 until 11h00**

6.3 Supplier to be prepared to provide goods within an acceptable delivery period when urgently required

6.4 Successful bidder to supply goods within 6 weeks of tender award