Eskom Holdings SOC Limited

Eskom Group Commercial
Bldg A3 E21, Megawatt Park, Maxwell Drive ,
Sunninghill, Sandton
Fusi Mochesane, Tel +27 (0)11 800 3797,
mochesfm@eskom.co.za
www.eskom.co.za

Invitation to Tender Number: **PS(PDP)/2012/FM/05**

Date: 02.02.2012

T1.1 Invitation to Tender

Eskom Holdings Limited **(hereinafter "Eskom")** invites you to submit a tender for the following :

Provision of Civil works at Eros Substation

The required scope for this tender is fully set out in the specifications contained in **The works information.**

The tender documents are supplied to you on the following basis:

1. **Free of charge**

Eskom has delegated the responsibility for this tender to the Eskom *Representative* whose name and contact details are set out in the Tender Data. A submission of a tender by you in response to this Invitation will be deemed your acceptance of the Eskom Standard Conditions of Tender.

You are required to complete the attached Acknowledgement Form and return by facsimile as indicated on the form within 5 (five) days of receipt of this Invitation. If you do not intend submitting a tender, kindly return all the tender documentation together with the Acknowledgement Form, providing your reasons for not wishing to participate.

Tender documentation can be obtained via the following:

1. It may be downloaded from **http://mp2mas17.eskom.co.za/tenderbulletin/search.asp**

To obtain the information from Eskom Holdings SOC Limited Tender Bulletin follow the steps below

- **www.eskom.co.za**
- **Go to Tender Bulletin.**
- **Click on "What's Out to Tender"**
- **Click on the link "Eskom's Tender Bulletins", on the "list of tenders" page**
- **Click on "GENERAL SEARCH" on the navigator bar.**
- **Select the fields as "All" in the different categories.**
- **Click Search.**
- **Find PS(PDP)/2012/FM/05 in the list of tenders and click on "View"**
- **Find RFP related documents at the bottom of the page.**

Queries relating to the issue of these documents may be addressed to the Eskom *Representative.*

Yours faithfully,

Fusi Mochesane
ED Commercial

T1.1 ACKNOWLEDGEMENT FORM

TO:	**THE ESKOM *REPRESENTATIVE***	FROM	
	Projects Sourcing – Power Delivery Projects		
	Megawatt Park		
Attention	**Fusi Mochesane**	Sender	
Fax No.	**086 663 4233**	Fax No.	**Date**

INVITATION TO TENDER NO. PS(PDP)/2012/FM05

ACKNOWLEDGEMENT: **Provision of Civil works at Eros Substation**

We are in receipt of the Invitation to Tender from Eskom Holdings Limited dated 02.02.2012. We confirm that the documentation received by us is:

Correct as stated in the Tender Data, and that each document is complete.
[Indicate by ticking the box)]

Or: Incorrect or incomplete for the following reasons:

_____

_____

_____

Please select either statement 1 or 2 by ticking the appropriate box below:

- 1.We have noted the *deadline for tender submission* stated in the Tender Data and will be submitting our tender before the stipulated time for the following:

Provision of Civil works at Eros Substation

2. We do not intend to submit a tender for the required scope / specifications, and return all of the attached documentation herewith. The reasons for not submitting a tender is as follows: ☐

_____

_____

_____

_____

Regards

_____
Signed on behalf of the *tenderer*

Eskom Holdings SOC Limited

Eskom Group Commercial
Bldg A3 E21, Megawatt Park, Maxwell Drive ,
Sunninghill, Sandton
Fusi Mochesane, Tel +27 (0)11 800 3797,
mochesfm@eskom.co.za
www.eskom.co.za

Invitation to Tender Number: **PS(PDP)/2012/FM/05**
Date: **02.02.2012**

T1.2 Tender Data

The Eskom Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the event of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	T1.2 Tender Data
1.1	The *Employer* is **Eskom Holdings SOC Limited** The Eskom *Representative* is : Name: **Fusi Mochesane** Address: **Megawatt Park, Sunninghill** Tel: **011 800 3797** Fax: **086 663 3342** E-mail: **mochesfm@eskom.co.za**

1.2 2.3 2.19 2.38	The documents issued by the *Employer* comprise the following documents: T1.1 Invitation to Tender T1.2 Tender Data T2.1 List of Returnable Documents (Pro - formas are provided where applicable) T2.1a List of Commercial returnable documents T2.1b List of Financial returnable documents T2.1c List of Technical returnable documents T2.1d List of Bonds / Guarantees C1 Data related to the contract conditions as provided by the *Employer* C2 Description of *Employer's* requirements regarding the works/services/goods C3 Policies and Procedures Documents to be returned by the *tenderer* comprise the following*:* T1.1 Acknowledgement Form T2.1a Commercial Returnable documents T2.1b Financial Returnable documents T2.1c Technical Returnable documents T2.2.d Completed Bonds and Guarantees C1.1 Form of Offer and Acceptance C1.2 Data related to the contract conditions as provided by the *Contractor/Consultant / Supplier* C2 Description of *Tenderer's* specification for the works/services/goods
2.1	Only those *tenderers* who satisfy the following eligibility criteria are eligible to submit tenders: • **Local to site.** • **CIDB Rating of 3CE PE and above** • **ORHVS Certificates** • **Capable to do Substation Work** • **(SBE) Small Black Enterprise or (BWO) Black Woman Owned Company** • **Prices must be fixed and firm for the duration of the contract**
2.36	Where the tender calls for construction works, the Contractor must be registered with the CIDB with EP and EC Grade (irrespective if the *tenderer* is a single entity or a JV- Joint Venture): 3 CE PE and above

2.8	• A site visit with representatives of the *Employer* will take place as follows: Will be available on request **Clarification Meeting is not Compulsory** • An **Clarification** meeting with representatives of the *Employer* will take place as follows: Commence at **11:00** hrs. on **15 February 2012** The venue is **Eros Substation in Harding** *Tenderers* must confirm their intention to attend to: Name : Fusi Mochesane Fax: **086 663 4233** e-mail: mochesfm@**eskom.co.za** Stating the name, position and contact details of each proposed attendee.
2.9	The *Employer* will respond to requests for clarification received up to **7** working days before the *deadline for tender submission*.
2.16	Alternative tender(s) may be based only on the following criteria and subject to acceptance by the *Employer*. • N/A
2.18	The tender shall be for the **whole** of the contract.
2.20	The tender shall be submitted as follows: • **File 1 – Financial and Commercial returnables (Original hard copy + 2 copies & 2 soft copy)** • **File 2 – Technical returnables (Original hard copy+ 2 copies & 2 soft copy)** • **File 3 – SHEQ returnables (Original hard copy+ 2 copies & 2 soft copy)**
3.5	Prices will not be read out
3.6	• A two-envelope procedure is not required
2.7 2.26	The ***deadline for tender submission*** is **10:00** hours on **01.03.2012**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

2.25 2.26 3.3	The Invitation to Tender number is: **PS(PDP)/2012/FM/05** Each envelope of the tender shall be addressed to the *Employer* as follows: **ESKOM HOLDINGS LIMITED** **GROUP COMMERCIAL DIVISION** **ATT: FUSI MOCHESANE** **MEGAWATT PARK** **MAXWELL DRIVE** **SUNNINGHILL EXT.3** **SANDTON** **CONFIDENTIAL TENDER NO. PS(PDP)/2012/FM/05** The place for delivery of the tender is the Eskom Tender Box located at : **THE TENDER OFFICE** **MEGAWATT PARK** **MAXWELL DRIVE** **SUNNINGHILL EXT.3** **SANDTON** **Marked: CONFIDENTIAL TENDER NO. PS(PDP)/2012/FM/05**
2.29	The tender offer *validity period* is **12 Weeks**.
2.31	The *tenderer* shall provide access for the following inspections, tests and analysis: **N/A**
2.35	The *Employer* shall apply the following mechanisms in support of B-BBEE
3.4	Tenders will be open at **10H00** on 01.03.2012 at the following location: **THE TENDER OFFICE** **MEGAWATT PARK** **MAXWELL DRIVE** **SUNNINGHILL EXT.3** **SANDTON**

3.14	The Eskom *Representative* will determine the evaluated tender price by adjusting the total of the Prices (if any) as follows • Making the specified correction for arithmetical errors • Excluding contingencies in any bill of quantities or activity schedule. • Making an adjustment based on the application of the quantitative information entered by *tenderers* in the Contract Data provided by the *Contractor* to provisional amounts assessed by the Eskom *Representative*. • Making an appropriate adjustment for any other acceptable variations, deviations, or alternative tenders submitted. • Making a comparison of the Net Present Value of each adjusted tender based on the tendered programme (if provided) and prices, on the estimated effect of Price Adjustment Factors and rate of exchange fluctuations (if applicable) and on other evaluation parameters relating to uncertainty and risk.
3.11 3.12 3.16	The *criteria* for the evaluation of responsive tenders is: • **Price: 30%** • **Technical & SHEQ : 40%** • **SD&L: 20%** • **BBBEE: 10%** The *tenderer* is required to meet the following *criteria* to qualify for further evaluation: • **Technical: Gatekeeper of 80%** • **Health & Safety: Gatekeeper of 80%** • **Environmental: Gatekeeper of 80%** • **Quality: Gatekeeper of 80%** • **SD&L: Gatekeeper is 60%**
3.22	The number of paper copies of the signed contract to be provided by the *Employer* is **one (1)**.

	Additional Conditions of Tendering
Local Community Empowerment Commitment	The *Employer* has made a number of empowerment commitments to the local communities surrounding Eros Substation (Harding situated in Eastern Cape outside Umthatha) area. Amongst these are commitments to be considered for local empowerment possibilities in its procurement strategy and to reserve certain contracts for local entities. In doing this, the *Employer* is seeking to ensure that the local communits benefit from the Employer's procurement spend, through wealth generation and capacity development, and that this benefit is spread as widely as possible throughout the community. In fulfilling its local community empowerment commitments, the *Employer* reserves the right to decide not to award the tender to any tenderer that has already directly or indirectly benefited from a contract awarded in respect of the identified site either as a main contractor or as a subcontractor

T2.1 List of Returnable Documents

Contents:

		No of pages
T2.1a	**List of Commercial Returnable Documents**	**[●]**
T2.1b	**List of Financial Returnable Documents**	**[●]**
T2.1c	**List of Technical Returnable Documents**	**[●]**
T2.1d	**Bonds and Guarantees**	**[●]**

T2.1a - List of Commercial Returnable Documents

The *tenderer* must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
1. Document to be returned prior to submitting a tender	
Acknowledgement Form forming part of T1.1 Invitation to Tender (to be returned within 5 working days of receipt of tender documents)	T1.1
2.1a List of Commercial Documents to be submitted with the tender	
Declaration of Authority	T2.1a-1
Completed Declaration of Fair Tendering Practices	T2.1a-2
Probity on Close Family Members and Beneficiaries	N/A
Letter of Acknowledgment of Funding Requirements	N/A
Confirmation of Receipt of Addenda to Tender Documents	T2.1a-5
Contract Conditions Qualification Schedule	T2.1a-6
Confirmation of Vendor Registration with Eskom	T2.1a-7
Evaluation Questionnaire to Determine whether a Company, Close Corporation (CC) or Trust is a Personal Service Provider for Purposes of PAYE	T2.1a-8
Localisation Compliance Matrix (ASGI-SA)	T2.1a-9
Valid IRP 30 SARS certificate if operating as a labour broker in terms of the Income Tax Act No. 58 of 1962 (South African *tenderers* only)	
SARS Tax Clearance certificate (IRP20)	
Certified Copy of the VAT registration certificate (VAT 103) if the *tenderer* qualifies as a VAT vendor. *Tenderers* should note that the *Employer* will only pay VAT against presentation of a valid tax invoice and to the extent that VAT is payable in connection with the required scope (South African *tenderers* only)	
Proof of CIDB (Construction Industry Development Board) Registration	
To the extent that the *tenderer* falls within the definition of a “designated Employer” as contemplated in the Employment Equity Act 55 of 1998, the *tenderer* is required to furnish the *Employer* with proof of compliance with the Employment Equity Act, including proof of submission of the Employment Equity report to the Department of Labour. (South African *tenderers* only)	
Original certificate of good standing or proof of application issued by the Compensation Fund (COID) or a licensed compensation insurer (South African *tenderers* only)	
B-BBEE (Broad-Based Black Economic Empowerment) certificate by an accredited Verification Agency (South African *tenderers* only)	
Audited Financial Statements of the *tenderer* for the previous two financial years, or to the extent that such statements are not available, for the last year. *Tenderers* must note that in the case of a joint venture or special purpose vehicle (SPV) especially formed for this tender, audited financial statements for each participant in the JV / SPV is required. Start-up enterprises formed within the last 12 months are not required to send in statements, but if successful with their tender will be required to send	

statements for the first year when once available.	
Certified copy of ISO 9001:2000 accreditation certificate, or proof of compliance	
If two or more *tenderers* form a joint venture, consortium or other unincorporated grouping of two or more persons (“joint venture”), a copy of the joint venture agreement entered into between the partners	
Schedule of Proposed Subcontractors/ Sub-consultants as per template	
List of directors/ shareholders and percentage ownership	
Letter confirming the acceptance of validity period	

T2.1b - List of Financial Returnable Documents

The *tenderer* must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
List of Financial documents to be submitted with the tender:	
Pricing Schedule / Bill of Quantities (BoQ)	T2.1b-3
Forecasted Rate of Payment (FRP)	

T2.1c - List of Technical Returnable Documents

The *tenderer* must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
T2.1b- List of Technical Tender Returnable Documents – to be submitted with the tender	
Schedule of Proposed Subcontractors/ Sub-consultants	T2.1c-1
First Programme (MS Project or Primavera) and Method Statement	T2.1c-2
CVs of Proposed Key Persons	T2.1c-3
Quality Method Statements & Quality returnables as required by TST 41 - 168	T2.1c-4
SHE and Technical Method Statements and Related Documents	T2.1c-5
Technical Qualifications and Deviation Schedule	T2.1c-6
Schedule of plant and equipment that will be allocated to this contract	

T2.1d - List of Bonds

The *tenderer* must complete and return the following documents in accordance with the terms and conditions of the contract:	***(If not applicable, indicate with N/A)***
T2.1c- List of Bonds	
(Choose the type of bond/guarantee applicable to the contract)	
Details of a minimum of 2 (two) entities or financial institutions which the *tenderer* intends to approach to issue the Bond / Guarantee.	
Performance Bond	T2.1c-1
Localisation (ASGI-SA) Guarantee (ASGI – SA Retention Bond)	T2.1c-3

	Declaration of Authority	**Tender Schedule T2.1a - 1**

Please indicate the legal incorporation status of your business entity by ticking the appropriate box hereunder. The signatory hereto must furthermore indicate his/her authority to respond to this tender and all enquiries associated therewith in behalf of the *tenderer*. Alternatively, certified copies of the relevant incorporation documentation confirming the information required in this schedule may be submitted as a tender returnable.

PARTNERSHIP	COMPANY	JOINT VENTURE	CLOSE CORPORATION	OTHER (specify)

A. Partnerships, Companies, Close Corporations or Others

I, the undersigned, _____hereby confirm that I am duly authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of _____ *(insert the full legal name of the tenderer)*.

Signed ..... Position / Capacity .....

B. Joint Ventures

We, the undersigned, are submitting this tender in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of _____, *(insert the full legal name of the business entity serving as the lead partner)* acting in the capacity of lead partner, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

We attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Legal Name of Joint Venture Participant	**Full Name and Capacity of Authorised Signatory**	**Signature**
Lead partner		

	Declaration of Fair Tendering Practices	**Tender Schedule T2.1a - 2**

(TO BE PLACED ON THE *Tenderer's* LETTERHEAD)

TO: ESKOM HOLDINGS SOC LIMITED ("ESKOM")

"[●] *(insert a short description of the required scope / specifications)*

"We acknowledge that competitiveness is a requirement of the Eskom procurement process and that collusive tendering is prohibited by law. We confirm that we have not engaged in price fixing with any other tenderer or person, or in any way colluded with any other tenderer or person in connection with this Invitation to Tender **[●] (number)"**

Signed		Date	
□ame		Position	
tenderer			

	Confirmation of Receipt of Addenda to Tender Documents	**T2.1a-5**

We confirm that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date Received	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Attach additional pages if more space is required)

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	Contract Conditions Qualification Schedule	**T2.1a-6**

(Note to tenderer: Prepare a separate document attached to this schedule if the proposed changes are extensive. No other deviations will be considered other than this schedule)

Contract Clause No.	**Subject of the proposed change**	**Proposed change**	**Rationale for the proposed change**

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	Confirmation of Vendor Registration with Eskom	**T2.1a-7**

Are you currently registered as a vendor with Eskom? ***(indicate with a tick)***	Yes	No

If you are currently registered as a vendor with Eskom, please provide your Vendor Registration Number with Eskom _____

If you are not currently a registered vendor with Eskom, you are required to complete a Supplier Application Form in order to register as a vendor with Eskom.

A Supplier Application Form may be downloaded electronically from the Eskom internet: http://www.eskom.co.za/live/content.php?Category_ID=214

Alternatively, a Supplier Application Form can be obtained from: **[●]** ***(Insert the name of the relevant person within Eskom's Supplier Management Department, from whom the latest revision of the SAF can be requested)***

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	Localisation Compliance Matrix (ASGI-SA & CSDP)	**Tender Schedule T2.1a -9**

(replace the example matrix with your specific ASGI-SA/CSDP matrix)

1. **Localisation Compliance Matrix**

Eskom has combined the requirements for ASGI-SA (Accelerated and Shared Growth Initiative – South Africa) and CSDP (Competitive Supplier Development Plan) into a Localisation Compliance Matrix. The manner in which we previously achieved ASGI-SA and CSDP has now been slightly changed. **ASGI-SA** is now going to be regarded as the existing achievable local capacity and **CSDP** as the stretched target for development of new and/or existing capacity.

2. **ASGI-SA**

2.1 Eskom, as a State Owned Entity is a participant in the Government's ASGI-SA initiative. The initiative has identified Government spending on infrastructure – such as power station construction - as a key area for ASGI-SA intervention and Eskom is accordingly required to set local content, black economic empowerment (LBS, BWO and SBE) and skills development targets as key evaluation criteria in the tenders that it awards.

2.2 Eskom has long had a policy in place regarding procurement from black individuals and companies owned and controlled by black individuals. In accordance with the publication of The Codes of Good Practice on Black Economic Empowerment issued under section 9(1) of the Broad-Based Black Economic Empowerment Act, 53 of 2003 (the "Codes") Eskom has revised its black economic empowerment programme and Eskom's directive entitled "Implementation of Eskom's Black Economic Empowerment Strategy" (the "Directive"), has superseded ESKADAAT 6 ("Procurement by Eskom from Black Suppliers"). The Directive must be read and interpreted together with the Eskom standard entitled "Broad-Based Black Economic Codes of Good Practice within Eskom" (the "Standard").

2.3 For this RFP/Invitation to tender all tenderers must demonstrate at least a **60% (**sixty percent) overall ASGI-SA (Existing) / CSDP (Stretched) score for their tender to be evaluated. ASGI-SA (Existing) / CSDP (Stretched) compliance is given **20%** twenty percent of the total tender points and as such this is a key evaluation criteria for this RFP/Invitation to tender. A scorecard approach to measuring the ASGI-SA (Existing) / CSDP (Stretched) compliance of tenderers is followed and a weighting is given to each aspect of ASGI-SA (Existing) / CSDP (Stretched).

2.4 For the purposes of tendering the tenderer must demonstrate the manner in which the ASGI-SA (Existing) / CSDP (Stretched) requirements will be met in due course. If a contract is awarded, the tendered ASGI-SA (Existing) / CSDP (Stretched) commitments become contractual obligations.

3. COMPETITIVE SUPPLIER DEVELOPMENT PROGRAMME (CSDP)

3.1 Eskom, as a State Owned Entity, aligns its procurement processes with the South African Government's purchasing policies.

3.2 The South African government's Department of Public Enterprises ("DPE") has introduced a CSDP aimed at developing sustainable industry in South Africa. A key driver of CSDP is to ensure that investment and any technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation of Eskom rather than in the wider South African economic context.

3.3 Against the above background, Eskom committed itself to the development and implementation of CSDP in general, with the aim of increasing the competitiveness, capacity and capability of its local supply base. This in turn should further the long-term commercial interests of Eskom by:

3.3.1 improving the competitiveness of the services being provided by Eskom;

3.3.2 increasing the security of supply for Eskom;

3.3.3 providing the potential advantages of local supply versus imports; and

3.3.4 Increasing the potential for collaborative partnerships and innovation for local conditions.

3.3.5 Improving the capacity and competitiveness of the local supply base will also contribute to the ASGI-SA (Existing) goals of shared growth, employment creation, poverty reduction and skills development.

4 LOCALISATION (ASGI-SA/CSDP) Scorecard

4.1 A scorecard approach is used for measurement of Localisation commitments.

4.2 The Localisation scorecard (see below) identifies six areas for participation. These are procurement from LBSs, BWOs, and SBEs; "local content" of the Tender as a whole; Skills Development commitments of the Tenderer and Local to Site support and development of businesses. A weighting, as part of the measurement, is set for each.

4.3 The Localisation scorecard for this RFP/Invitation to Tender is as follows:

Notes:

- ASGI-SA (Existing) Proposed – **Proposal to be based on capacity and capability that already exist locally that should be utilised by tenderers and skills that can be developed during the project duration.**
- CSDP (Stretched) Proposed – **Proposal to be based on new and/or existing capacity and capability to be developed / established.**
- Local to Site – Definition - Proposal to be based on contract strategy**.**
- If local to site is not applicable for a specific contract then the weight must be reduced to nil and 5% to be added to Local Content (from 20% to 25%) and 5 % to be added to Skills Development Total (20% to 255) both in column 2.

Explanation to complete the Localisation table:

1. Column 1: Criteria. The Skills development Targets are set on the matrix below.
2. Column 2: Weights attached to the criteria (fixed)
3. Column 3: Eskom's total target for ASGI-SA (Existing) and CSDP (Stretched) (the sum of ASGI-SA (Existing) target and CSDP (Stretched) target) This is established before the enquiry goes out into the market.

4. Column 4: Eskom's target for ASGI-SA (Existing).
5. Column 5: The ESKOM CSDP (Stretched) target for the specific contract. This is established before the enquiry goes out in the market.
6. Column 6: The total proposed ASGI-SA (Existing) and CSDP (Stretched) targets of the *Tenderer* - to be completed only by the *Tenderer*.
7. Column 7: The proposed target for ASGI-SA (Existing) to be completed by the *Tenderer*.
8. Column 8: The proposed target for CSDP (Stretched) to be completed by the *Tenderer.*
9. Column 9: The score of the *Tenderer* based on the comparison between the ESKOM targets and the proposed targets from the *Tenderer*.

Column 1: The trades/skills for the skills development proposal of the specific project identified by Eskom

1. Column 2: The weight Eskom attached to each skill/trade.
2. Column 3: The actual target for skill development as set by ESKOM for the specific project.
3. Column 4: The proposed skills target as submitted by the *Tenderer*
4. Column 5: Weighted score for the *Tenderer* based on the ESKOM targets compared to the *Tenderer's* proposed targets
5. Column 6: The adjusted score normalised to 20% to get to an overall Skills score.

4.4 Explanation of the Evaluation Criteria

4.4.1 LBS – Large Black Suppliers

- Large Black Suppliers is defined as follows: A large measured entity (being an entity with turnover in excess of R35 million ("LME")), and with a B-BBEE Status of 1-4.
- The target is a percentage of the local content portion of the Tender only.

4.4.2 BWO

- This refers to procurement from "Black Woman Owned Enterprises" is defined as follows: An Exempted Micro-Enterprise or a Qualifying Small Enterprise that is 50% or more owned and effectively managed by Black women, but for purposes of this Invitation to Tender, procurement from Large Black Women Owned Enterprises shall be taken into account when evaluating procurement from BWO. Large Black Women Owned Enterprises is defined as follows: A LME that is 50% or more owned and effectively managed by Black women.
- The target is a percentage of the local content portion of the Tender only.

4.4.3 SBE

- This refers to procurement from "Small Black Enterprises" as defined in the Directive as follows: An Exempted Micro-Enterprise or a Qualifying Small Enterprise that are 50% or more owned and effectively managed by Black persons (previously categorised as "SME"). The turnover limit for SBE is

raised to R100million in the case of contracts involving construction (such as this Invitation to Tender) and refurbishment.

- The target is a percentage of the local content portion of the Tender only.
- Although in terms of the definitions an SBE could also be a BWO (and similarly an SME could also be a LBS), points can not be given for both, and Tenderers must choose which they wish to claim the points in respect of.

4.4.4 Local to Site

- Local to Site is the area surrounding the project Site, as defined above. Eskom is committed to support local to site businesses and let the businesses benefit from Eskom's spend on the project.
- Local to Site is a percentage of Local Content portion of the tender.

4.4.5 Local Content

- This is the percentage of the total Tender that represents value added in South Africa by South African resources.
- Local content is total spend minus the imported component. Tenderers and suppliers must maintain records to certify imported content e.g. bill of materials, expenditure records, income statements, which requirements will be included in the contract.

4.4.6 Skills Development

- This is the requirement that Tenderers commit to train certain individuals in specified trades.
- The requirement is that the targeted numbers of individuals are provided with sufficient on the job and other skills training in the specified trade or discipline to:
    a. achieve the outcome of passing a trade test and qualifying as an artisan, or the equivalent for any of the required skills and accordingly to be certified to that level; or (as applicable)
    b. Generally be regarded, when there is no industry standard test or certification for the trade or discipline in question, as being employable in that trade or discipline.

4.4.7 CSPD (Stretched) Target Commitment Plan - Development / Establishment of new or existing local business

4.4.7.1 The Tenderer must submit a proposed commitment plan in terms of the CSDP (Stretched) target as a Tender returnable. The criteria are a part of the local content target to be spent in order to develop / establish new business or to expand existing businesses.

4.4.7.2 The CSDP (Stretched) target commitment plan will typically:

- contain a multi year capital procurement and expenditure projection for the contract;
- contain a spend analysis of commodities and services that will be sourced locally, identify commodities and services where local security of supply (at competitive prices) would be beneficial;
- detail how the procurement spend can be leveraged to build and or enhance local supply and capability (which should include well defined key performance indicators and milestones for such

intervention);

- identify, where possible, opportunities to introduce new supply capacity or capability (this refers to capacity and capability that does not currently exist within the South African economy) within Eskom's supply base (with projected development costs and sustainability of such capacity / capability forming part of the analyses); and
- set out the Tenderer's commitments to establishing or expanding sustainable local supply capability in South Africa, encompassing skills and know-how transfer as applicable;
- investing, or procuring the investment of, funds to ensure the establishment of such local supply and capability; and
- Using the local supply and capability as part of its global capacity for Eskom as well as for the export market.

4.4.7.3 Evaluation criteria are set for this aspect and Eskom reserves the right to negotiate with the Tenderers regarding their CSDP (Stretched) commitments. Eskom's agreement on the Tenderer's final CSDP (Stretched) commitment is a pre-condition to contract award.

5 LOCALISATION PERFORMANCE GUARANTEE

Tenderers attention is drawn to the fact that Eskom requires the performance of ASGI-SA (Existing) commitment as well as CSDP (Stretched) commitment to be secured by way of a Localisation Performance Guarantee. (See attached).

The value of the Localisation Performance Guarantee is specified in the Data related to the Contract Conditions.

	FINANCIAL TENDER RETURNABLES	

	Pricing Schedules	**T2.1b-3**

REFER TO BOQ FOLDER.

	TECHNICAL TENDER RETURNABLES	

	Schedule of Proposed Sub-contractors / Sub-consultants	**Tender Schedule T2.1c -1**

If the *tenderer* intends making use of the services of sub-contractors/sub-consultants, a list of the proposed subcontractors/sub-consultants must be provided. The *tenderer* must also indicate the sub-contractor's vendor registration number with Eskom (where applicable) as well as the sub-contractor's / sub-consultant's Level of Contribution to B-BBEE, where such information is available to the *tenderer*.

Name and address of proposed Subcontractor/Sub-consultant	**Nature and extent of work**	**Vendor Registration Number with Eskom**	**Level of Contribution to B-BBEE**

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	Programme & Method Statements	**Tender Schedule T2.1c -2**

Note to *tenderer:* Please attach your proposed first programme to this Schedule.

This programme should show:

1. The information required of a programme submitted for acceptance
2. Any other requirements for a programme stated in the scope.

Tenderer may submit comments here if required.

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	CVs of Proposed Key Persons	**Tender Schedule T2.1c-3**

Please describe the management arrangements for the required scope.

You are requested to include:

1. An organisation chart showing on site and off-site management
2. CVs for people proposed.
3. Details of the location (and functions) of offices from which the works/services will be managed.
4. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Summary of items attached to this Schedule:

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	Quality Method Statements	**Tender Schedule T2.1c-4**

Note to *tenderer:* Please attach an overview of your proposed quality plan/method statement to this Schedule.

Tenderer may submit comments here if required.

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	SHE Method Statements	**Tender Schedule T2.1c-5**

1. The specific requirements that will be mandatory for informing the tenderer and the requirements that the tenderer has to address when submitting its tender returnables:

***** NOTE: the tenderer has to ensure that he/she understands the S.H.E. requirements listed hereunder by participating in the clarification meetings arranged by Eskom.**

1.1 Items for informing the tenderer:

1.1.1 Review the following ACKNOWLEDGEMENT FORM FOR ESKOM RULES & REQUIREMENTS to ensure that the relevant and applicable information is contained so that the Vendor acknowledges having been informed of these rules and requirements and complies with them.

ACKNOWLEDGEMENT FORM FOR ESKOM RULES & REQUIREMENTS

The following documents contain requirements with which every person / vendor's staff members are expected to comply when working at/rendering a service with Eskom.
1. Eskom Safety, Health and Environmental Policy: 32-94
2. Eskom Cardinal Rules, Directive: 32-421
3. Eskom Procedure on Smoking: 32-36
4. Eskom Incident Management Procedure 32-95
5. Ensure that all employees (incl. subcontractors/suppliers) undergo relevant Eskom Induction
6. **Management of Subcontractors and Suppliers** **a)** The main vendor has to demonstrate to Eskom the process and selection criteria applied when appointing subcontractors and suppliers. **b)** The main vendor has to provide notification to Eskom, prior to the appointment of subcontractors and suppliers for the commencement of work. **c)** The main vendor has to ensure that subcontractors and suppliers possess adequate resources and competencies. **d)** The main vendor is accountable for the management of its subcontractors and suppliers in order to ensure that the applicable legal and Eskom requirements (that are applicable to the main vendor during contract execution) are complied with by the subcontractors and the suppliers. **e)** The main vendor shall monitor subcontractors and suppliers through audits and assessments with regard to S.H.E. compliance during the execution of work. **f)** The grounds for the termination of work done by subcontractors and suppliers shall be provided by the main vendor. **g)** All non-conformances/non-compliance by the subcontractors/suppliers (all tiers) to the main vendor shall be dealt with directly with the main vendor in terms of performance and penalty processes.
Note: any other applicable BU-specific requirements should be referenced here.
I, the undersigned, hereby acknowledge that I have obtained copies of the above documents and confirm that I fully understand them and the consequences of non-compliance. **Signed at …….. on this …….. Day of …… 20……..** **----------** **----------** **Signature of Contractor Manager** **Signature of Contractor Supervisor**

----------	**----------**
Name of Contractor	**Date**
Witness 1 ……	**Witness 2 ……**

	Technical Qualifications and Deviation Schedule	**Tender Schedule T2.1c-6**

Note to *tenderer*: Please insert a separate document attached to this schedule if the proposed changes are extensive

Document No/Name	**Detail of proposed change**	**Proposed change**	**Rationale**

Signed ..... Date .....

Name ..... Position .....

tenderer .....

	BONDS AND GUARANTEES	

	Performance Bond	**Tender Schedule T2.1d-1**

Pro forma Performance Bond – Demand Guarantee

(To be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg Date:

Dear Sirs

Reference No. **[●]** *[Drafting Note: Bank reference number to be inserted]*

Performance Bond – Demand Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

Project [ ] Contract Reference: …… *[Drafting Note: Contractor contract reference number to be inserted]*

3. In this Guarantee the following words and expressions shall have the following meanings:-

3.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

3.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]

3.3 "Contract" – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.]as amended, varied, restated, notated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]

3.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

3.5 "Eskom" - means Eskom Holdings Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/06].

3.6 "Expiry Date" - means the date on which the Defects Certificate is issued in terms of the Contract.

3.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);

3.8 "Project" - means [insert if applicable.].

4. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

5. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

5.1 be signed on behalf of Eskom by a director of Eskom or an authorised delegate;

5.2 state the amount claimed ("the Demand Amount');

5.3 State that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

6. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

6.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

6.2 Is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

7. The Bank's obligations in terms of this Guarantee:

7.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

7.2 Shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

8. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

9. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

10. This Guarantee:

10.1 shall expire on the Expiry Date until which time it is irrevocable;

10.2 is, save as provided for in 9 above, personal to Eskom and is neither negotiable nor transferable;

10.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

10.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and

10.5 Shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

10.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

11. The Bank chooses domicile citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____
Bank's seal or stamp

	C1 Data related to the Contract Conditions	

REFER TO NEC FOLDER

	C2 Description of Works, Services, Goods	

REFER TO WORKS INFORMATION FOLDER

	B-BBEE	**C5-1**

REFER TO SD&L (ASGI-SA) FOLDER

	The Eskom Code of Ethics	**C5-2**

REFER TO COMMERCIAL FOLDER