Eskom Holdings SOC Limited

Group Technology and Commercial Division
Project Sourcing
Megawatt Park, Maxwell Drive, Sunninghill, 2000

Tel +27 11 800 3578
Fax +27 86 652 4889
www.eskom.co.za

Invitation to Tender
Number: **PS(IDM)/2012/ZM/01**

Date 23 July 2012

T1.1 Invitation to Tender

Eskom Holdings SOC Limited **(hereinafter "Eskom")** invites you to submit a tender for the provision of Customer Services Provider (CSP).

The required Scope for this tender is fully set out in the specifications contained in Part 3 "Scope of Work", of the NEC 3, Professional Services Contract, which is attached to this Invitation.

The tender documents are supplied to you 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) working 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 may be downloaded from: **http://mp2mas17.eskom.co.za/tenderbulletin/search.asp**

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

Yours faithfully,

Frans Pooe
Middle Manager Commercial
Project Sourcing

T1.1 ACKNOWLEDGEMENT FORM

TO:	**THE ESKOM *REPRESENTATIVE*** is	FROM			
	Zuki Magula				
	Eskom Megawatt Park, Maxwell Drive				
	Sunninghill, 2000				
Attention	Zuki Magula	Sender			
Fax No.	0866524889	Fax No.		**Date**	

INVITATION TO TENDER NO: PS (IDM)/2012/ZM/01

ACKNOWLEDGEMENT: THE PROVISION OF CUSTOMER SERVICES PROVIDER (CSP)

We are in receipt of the Invitation to Tender from Eskom Holdings SOC Limited dated ……..
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. ☐

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

Group Technology & Commercial Division
Group Commercial - Project Sourcing
Megawatt Drive, Maxwell Drive, Sunninghill, 2000
Tel +27 **11 800 3578**
Fax +27 86 652 4889

drrewards@eskom.co.za
www.draggregator.co.za

Invitation to Tender Number: PS (IDM)/2012/ZM/01

Date: 23 July 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: Zuki Magula Address: **Megawatt Park, Maxwell Drive, Sunninghill, 2000** Tel: **+27 11 800 3578** Fax: +27 86 652 4889 E-mail: **drrewards@eskom.co.za**

1.2 2.3	The documents issued by the *Employer* comprise the following documents: T1.1 INVITATION TO TENDER • CO PSC Contract Cover Page • C1.1 PSC3 Offer & Acceptance • C1.2a PSC3 Contract Data provided by the *Employer* • C1.2b PSC3 Contract Data provided by the *Consultant* • C2. Pricing Data • C3.1 PSC3 Employers Scope
2.19	T1.2 TENDER DATA • 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 Quality Returnable documents • T2.1e List of SHE Returnable documents • T2.1f List of Bonds and Guarantees (if applicable) • 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
2.38	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 • T2.1d Quality Returnable documents • T2.1e SHE Returnable documents • T2.2.f 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: **Gate keepers** • Only South African companies are eligible to tender • Companies already involved (contracted) in Eskom DR Rewards Programme will not be allowed to tender (double dip) in the CSP tender. **Multiple contracts** • Multiple contracts will be awarded as and when proposals are received however within the dictates of the said set aside, B-BBEE and SD&L parameters. **B-BBEE level improvement targets** • Eskom will contract with level 1-4 B-BBEE suppliers. **Set asides** • A minimum of 50% of the contract value will be set aside for Black Owned companies. • The remaining 50%, or less, of the contract value will be contracted via Joint Ventures with companies with level 1-4 B-BBEE rating. • Companies with B-BBEE level 1-4 rating will set up Joint Ventures (50/50 ownership) with black owned companies for the purposes of this tender. **SD&L targets** • B-BBEE companies with level 1-4 will be required to transfer skills to Black Owned business with which they have formed a Joint Venture. • CSPs to suggest type of skills to be transferred however Eskom can recommend skills types. • Only local (South African) companies will be eligible to tender. **Settlement retention** • 5% retention on SD&L targets will be retained from all invoices submitted for payment which will be released upon proof of the contracted company demonstrating adherence to SD&L targets.

2.36	Where the tender calls for construction works, the following Construction Industry Development Board (CIDB) registration grading level is required (irrespective of the *tenderer* is a single entity or a JV- Joint Venture): • The tenderers to be registered as Electrical Engineering (EB) level 2 and above. The contract value to be allocated to the supplier will depend on the CIDB grading (minimum being EB level 2) held by the supplier. In the event that at the tender closing date or at time of tender submission, only proof of application with CIDB is available, this must be submitted with the tender and a certificate of registration must be submitted by the tenderer prior to tender award. • Further, the CIDB Regulations make provision for the joint ventures to be eligible to submit tender offers as per Regulation 25(5) of the CIDB Regulations. The aforementioned regulation, among other, states the following: • Every member of the joint venture is a registered contractor, and • The lead partner has a contractor grading designation in the class of construction works under consideration and possesses the required recognition status; and if the category of registration of the joint venture, determined in accordance with sub-regulation 25(6) is equal to or higher that the category of registration specified in accordance with sub regulation 25(3) a. Accordingly, all tenderers, including tenderers who tender as joint venture, must submit proof of CIDB registration or application for registration as a tender returnable given the nature of the work and the value of the work contemplated tenders are required to register in the CIDB EB2 Working designation (the required grading designation). b. The required grading designation may not be capable of being achieved by a tenderer if the tendering entity has not itself carried out work that qualifies it to achieve such a designation. In the event that the tenderer is unsuccessful in obtaining the required grading designation, the tenderer should provide such information as is necessary for Eskom to consider whether or not to invoke the provisions of Regulations 25(7A). c. This Regulation allows Eskom Holdings SOC Limited to evaluate tenders received from tenderers who tender above the “tender value range” associated with their CIDB contractor grading designation provided that the margin with which the “tender value range” is exceeded is “reasonable” (this will generally be shown with reference to experience within the tendering entity or consortium within the applicable price range or where a parent company guarantee is given).

2.8	A compulsory clarification meeting with representatives of the *Employer* will take place as follows: **Commences at:** 10:00 on 06 August 2012 **The Venue is:** Ian McRae Auditorium, Dale Road, Midrand **The meeting arrangements are:** Maximum of two representatives per company. *Tenderers* shall confirm their intention to attend to: Name : **Zuki Magula** Fax: 086 652 4889 e-mail: **drrewards@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 **5** working days before the deadline for tender submission.
2.16	No alternative tenders will be acceptable
2.18	The tender shall be for the whole of the contract.
2.20	The tender shall be submitted as an **Original Hard Copy plus two(2) Copies and one (1) Electronic Copy** of the complete tender on CD with all documents in MS Word or Excel format (note: any documents submitted as PDF version should be submitted in MS Word or Excel format as well) • The tenderer is required to submit the Original and Hard Copies of each of the Commercial, Financial and Technical documents in separate and sealed envelopes. • Tender to be submitted according to this Invitation to Tender numbering sequence and headings. The electronic format must be indexed in accordance with the structure of the original copy for ease of reference.
3.5	There will be no public opening of tenders or reading out of prices.
2.24 3.6 3.7	A three-envelope procedure is required. (Commercial, Financial and Technical) i.e. The tender must be structured in the following three separate parts, each fully indexed, namely: • Part 1 – General Commercial Documents. This section will contain all of the Commercial related tender returnables as well as general information. • Part 2 – Technical/ Programme Documents. This section will contain all of the technical/programme related tender returnables. • Part 3 – Financial Documents. This section will contain all the financial related tender returnables.
2.7 2.26 2.27 2.28	The deadline for tender submission is 10h00 on 31 March 2013

2.25 2.26 3.3	The Invitation to Tender number is: PS(IDM)/2012/ZM/01 Each envelope of the tender shall be addressed to the *Employer* as follows: **ESKOM HOLDINGS SOC LIMITED** **GROUP TECHNOLOGY & COMMERCIAL DIVISION** **PROJECT SOURCING** **ATT: ZUKI MAGULA** **MEGAWATT PARK, MAXWELL DRIVE, SUNNINGHILL, 2000** Marked CONFIDENTIAL TENDER NO **PS(IDM)/2012/ZM/02** The place for delivery of the tender is the Eskom Tender Box located at : **THE TENDER RECEIVING OFFICE** **NEW MAIN RECEPTION** **D-BLOCK, WEST GROUND FLOOR** **MEGAWATT PARK** **MAXWELL DRIVE** **SUNHILL, EXTENTION 3** **SANDTON**
2.29	The tender offer validity period is **12 weeks** from submission of tender.
2.35	The *Employer* shall apply the following mechanisms in support of B-BBEE • The contractor will be required to have a minimum B-BBEE Recognition level 4 on tender submission and to maintain or improve this level for the duration of the contract.
3.14	The Eskom *Representative* will determine the evaluated tender price by adjusting the total of the Prices (if any) as follows: • N/A
3.11 3.12	The *criteria* for the evaluation of responsive tenders is: • 50% Technical • 30% SD&L • 10% Quality • 10% SHE The tender evaluation process will be based on evaluating the overall value to Eskom. Eskom reserves the right not to award this tender to the highest ranked or highest scoring tender, as it needs to leverage and align its procurement practises to driving socio-economic development objectives that are enshrined in various government policies such as: B-BBEE, Plan Industrial Policy Action and the New Growth Path. Preference will be given to responses that score high in these areas.

3.16	The tenderer is required to meet the following criteria to qualify for further evaluation. The 'must meet/gate keeper' criteria are the critical high level requirements that will be initially evaluated before commencement on the detail evaluation phase. Non-compliance to any of the must meet criteria will result in immediate disqualification. **Commercial:** • Acceptance of NEC3 Professional Services Contract (PSC) • The tender to achieve a minimum of 60% on Quality requirements **Clarification after Tendering** • Eskom Holdings SOC Limited, reserves the right to clarification with (a) suitable tenderer(s) prior to contract award. **Vendor (Supplier) evaluation** • Eskom Holdings SCO Limited reserves the right to do supplier evaluation/accreditation to determine supplier's ability to perform the required services prior to contract award. **Supplier Application** • Tenderers that are not registered on the Eskom Vendor Database are required to complete the supplier application form and submit as part of the returnables to arrange for evaluation and registration. The supplier registration will take place should the potential service provider be successful. **Right to negotiate** • Eskom Holdings SCO Limited (Eskom) reserves the right to conduct a further procurement process with or without a request for tender, or to enter into negotiations with any one or more of the tenderers. • Once Eskom has evaluated tenderer's proposal, Eskom reserves the right, with the permission of the Eskom Board or the relevant delegated authority, to enter into negotiations with one or more of the preferred tenderers (as determined by Eskom following evaluation of the tender proposal) for the whole of the works.
3.22	The number of paper copies of the signed contract to be provided by the *Employer* is **2**.

	Additional Conditions of Tendering
Local Community Empowerment Commitment	The *Employer* has made a number of empowerment commitments to the local communities surrounding project sites. 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 communities' benefits 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
Condition of tendering	We deem that a submission of a tender in response to this invitation constitutes acceptance of Eskom's Standard Conditions of Tender dated April 2012 and the additional terms contained in the Tender Data.
Contract conditions	The NEC3 Professional Services Contract (PSC) will apply. A statement indicating acceptance of the NEC 3 PSC conditions is required. Should any queries arise, it will be appreciated if they could be raised appropriately so that they could be addressed prior to the submission of the tender document or prior to the tender closing date (which ever happens first).
Changes, Deletions or Amendments to the documentation	No changes, deletion or amendments are allowed to the Invitation to Tender, Tender Conditions, NEC document or addendums. A separate submission/deviation sheet to be submitted where required.
Continually checking the Eskom Tender Bulletin for updates	Updates and or changes to any part of this tender as well as on any documents relating to it will be posted in the Eskom Tender Bulletin and marked accordingly. It is the responsibility of the tenderer to continuously check the Eskom Tender Bulletin for any updates and or changes relating to any part of the tender documents relating to this tender.

<u>Eskom's reservation of rights</u>

- The Tenderer's attention is specifically drawn to the fact that a contract in respect of the services requested herein will not necessarily result from the tenders received in response to this enquiry.

- Eskom reserves the right to conduct further procurement processes with or without a request for tender or to enter into negotiations with any one or more of the tenderers.

- Eskom reserves the right to subject Tenderers and their facilities to assessment as part of the evaluation process or as a condition to contract award.

- Eskom reserves the right not to evaluate and/or consider any tender that does not comply strictly with the requirements as set out in this tender and/or which does not meet one or more of the pre-requisites gatekeepers set out.

- Eskom further reserves the right to make a decision on contract award based solely on the information received in response to this tender. Eskom, also reserves the right to use relevant information not contained in any tender but which is within the knowledge of any Eskom employee, board member, its advisors, agents or representatives; for the purposes of making its decision.

- Subsequent to the tender submission, Eskom may draw up a short-list of preferred Tenderers and may request any short-listed or preferred Tenderer for a presentation to Eskom and/or any authorised Eskom representatives/s in support of the tender.

- Consequent to the evaluation of Tenderer's proposals, Eskom reserves the right, with the permission of the Eskom Board or the relevant delegated authority, to enter into negotiations with one or more of the preferred Tenderers (as determined by Eskom following evaluation of the tender proposals) for the whole or part of the services.

- In addition, Eskom may utilise the market information received from the Tenderer's responses to this tender for the purposes of undertaking any future procurement for other projects. Such procurement may be undertaken through negotiation with one or more parties (which may include the successful Tenderer and/or any one or more Tenderers who submit a tender in response to this enquiry) or any other procurement strategy.

- Eskom reserves the right to cancel or withdraw this tender without prior notice and without furnishing any reasons whatsoever.

T2.1 List of Returnable Documents

Contents:

		No of pages
T2.1a	**List of Commercial Returnable Documents**	**13**
T2.1b	**List of Financial Returnable Documents**	**14**
T2.1c	**List of Technical Returnable Documents**	**14**
T2.1d	**List of Quality Returnable Documents**	**15**
T2.1e	**List of SHE Returnable Documents**	**15**
T2.1f	**Bonds and Guarantees**	**16**

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
T2.1a 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**	T2.1a-3
Letter of Acknowledgment of Funding Requirements **N/A**	T2.1a-4
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
SD&L Contribution	
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) (applicable if the *tenderer* is a South African tax payer)	
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	

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:	
CPA requirements for Local (South African) Goods/Services	T2.1b-1
CPA (IG) Imported Goods **N/A**	T2.1b-2
Pricing Schedule **N/A**	T2.1b-3
Forecasted Rate of Payment (FRP) and completed data for adjustment for changes in Cost (Price Adjustment Formula) **N/A**	
PS5 Schedule **N/A**	
Rate of Exchange (ROE) Schedule **N/A**	

T2.1c - List of Technical Returnable Documents

The tenderer must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
T2.1c- List of Technical Tender Returnable Documents – to be submitted with the tender	
Schedule of Proposed Subcontractors/ Sub-consultants	T2.1c-1
First Programme and Method Statement	T2.1c-2
CVs of Proposed Key Persons	T2.1c-3
DR Forecast v1.0	
DR Rewards Business Plan Template	

Technical Qualifications and Deviation Schedule	T2.1c-6

T2.1d - List of Quality Returnable Documents

The tenderer must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
T2.1d- List of Quality Tender Returnable Documents – to be submitted with the tender	
Index of Quality Documents (return documents stated in this index)	
QM-58 Supplier Contract Quality Requirements Specification	
Appendix A: Tender and Contract Quality Requirement	
Appendix B: Quality Requirements for ISO 9001 Series	

T2.1e - List of SHE Returnable Documents

The tenderer must complete and return the following returnable documents:	***(If not applicable, indicate with N/A)***
T2.1e- List of SHE Tender Returnable Documents – to be submitted with the tender	
List of Safety Health and Environment (SHE) requirements for CSP project	
Health and Safety Manual-CSP Supplier Requirements	
37-2 Agreement	
32-1126 Smoking Policy	
32-421 Cardinal Rules	
32-95 Procedure Manual	

T2.1f - 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)***
T2.1f- 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
Parent Company Guarantee	T2.1c-2
Localisation (SD&L/CSDP) Guarantee	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**

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

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

TO: ESKOM HOLDINGS SOC LIMITED ("ESKOM")

"For the provision of Customer Services Provider (CSP)

"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 **PS (IDM)/2012/ZM/01**

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

Name ..... 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: included as part of the tender documents

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

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

tenderer .....

Note: only successful tenderer's will be registered on the Eskom Vendor Database if not already registered.

	Evaluation Questionnaire to determine whether a Company, Close Corporation (CC) or Trust is a Personal Service Provider	**T2.1a-8**

Tenderers are referred to Eskom's Procedure on Labour Taxation 32-346 1. *Tenderers* are required to complete the applicable questionnaire and affidavit as set out in this procedure.

	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 onsite 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.

The following documents are to be returned:

1. **Index of Quality Documents to be submitted with Tender (QM-58)**
2. **QM-58 Supplier Contract Quality Requirements Specification**
3. **Appendix A: Tender and Contact Quality Requirements**
4. **Appendix B: Quality Requirements for ISO 9001 Series**

Tenderer may submit comments here if required.

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

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

tenderer .....

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

Note to *tenderer:* Please attach an overview of your proposed SHE plan to this Schedule.

The following documents are to be returned:

1. **List of returnables for the CSP tender**
2. **Health and Safety Manual – CSP Supplier Requirements**
3. **37-2 Agreement**
4. **32-1126 Policy**
5. **32-421 Cardinal Rules**
6. **32-95 Procedure Manual**

Tenderer may submit comments here if required.

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

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

tenderer .....

	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 SOC 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]*

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

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

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

1.3 "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, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]

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

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

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

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

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

2. 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.

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

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

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

3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

4. 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:

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

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

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

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

5.2 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.

6. 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.

7. 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.

8. This Guarantee:

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

8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;

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

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

8.5 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.

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

9. The Bank chooses domicilium 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

	Parent Company Guarantee	**Tender Schedule T2.1d-2**

Pro forma Parent Company Guarantee

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

Eskom Holdings SOC Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Limited (the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the *Contractor*'s parent company .....

of physical address .....

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the *Employer*.

2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.

3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.

4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)		
Name(s) (printed)		
Position in parent company		
Signature of Witness(s)		
Name(s) (printed)		

	Localisation SD&L/CSDP Guarantee	**Tender Schedule T2.1d-3**

Pro forma SD&L/CSDP Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg Date:

Dear Sirs

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

Pro-Forma SD&L/CSDP Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

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

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

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

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

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

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

1.5 "*Contractor's* SD&L Obligations" – means the *Contractor's* SD&L Obligations under and as defined in the Contract.

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

1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of SD&L Performance Certificate to be inserted.]

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

1.9 "Project" – means the …….

2. 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 the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's* SD&L Obligations and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

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

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

3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. 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:

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

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

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

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

5.2 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 the *Employer* and the *Contractor*.

6. The *Employer* 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.

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

8. This Guarantee:

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

8.2 is, save as provided for in **7** above, personal to the *Employer* and is neither negotiable nor transferable;

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

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

8.5 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.

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

9. The Bank chooses domicilium 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

	C2 Description of Works, Services, Goods	

CSP Scope of Work

Introduction

Eskom introduced its first Demand Response (DR) Programme in April 2003, called Demand Market Participation (DMP) aimed at large commercial and industrial users of electricity. Through the DR Rewards Programme, Eskom is diversifying and extending DR to smaller commercial and industrial companies.

The DR Rewards Programme will be managed by an "**Aggregator**," acting on Eskom's behalf, whilst multiple companies called **Customer Service Providers (CSP)** will enrol with Eskom to market and contract **Load Providers (LPs)** or customers with curtailable load. Amongst CSPs' responsibility of enrolling commercial and industrial customers to the DR Rewards Programme, they will also be required to install, test and maintain metering, communication and control equipment at the LP premises and assisting LPs in participating in the DR Rewards programme.

CSP Scope of Work

For the duration of this contract, the CSP will be bound by the rules and intentions of the DR Rewards Programme as spelled out by the Market Rules (Rules and Annexures) and is obligated to perform all actions and tasks assigned to CSPs, specifically but not limited to the section called "CSP Obligations". The Scope of Work of this contract will inter alia cover the following:

- Marketing and contracting LPs, without openly competing in front of customers / prospective LPs;
- Assisting prospective LPs in establishing whether they can participate in the DR Rewards Programme, including audits, training, etc;
- Contracting with LPs in its own name, using pro forma contracts supplied by Eskom;
- Determine which programme would be best suited for the LP to participate in, which plant and/or processes can participate and certify the LP for the maximum amount of load which the LP could commit to;
- Install and maintain (and recover if necessary) at its own cost the required metering, communication and control equipment at the LPs premises, consistent with the requirements of the DR Rewards Product chosen;
- Maintain a good relationship with contracted LPs, assisting them in disputes and optimising their performance;
- Maintain a balanced and well performing portfolio of LPs;
- Work with the Aggregator and other market participants, including Eskom and the SO, to make a success of the DR Rewards Programme;
- Take responsibility for the actions of all personnel and agents through inter alia ensuring they are fully trained and equipped to correctly represent the DR Rewards Programme and/or any related information;
- Maintain the highest form of moral and ethical values, whilst always acting in the best interest of the bigger DR Rewards Programme and the economy of South Africa;
- Treat all information regarding Eskom and other licenced redistributors, CSPs, LPs and/or any party involved in the DR Rewards programme, regardless how this information became known to the them and other than information that is normally in the public domain, as confidential and use such information only for the purpose intended; and
- Submit or make available to Eskom, licenced redistributors and/or the Aggregator all such information indicated by the DR Rewards Programme Market Rules and/or as reasonably requested by the Aggregator from time to time.

	C3 List of Eskom Policies and Procedures related to the Tender	

The following policies and procedures are applicable to this tender: ***(Include any other references as applicable)***

Name of Policy / Procedure	**Reference**
• Implementation of Eskom's Black Economic Empowerment Strategy • Application of Broad Based Black Economic Empowerment Practice within Eskom	32-416 32-417
• The Eskom Code of Ethics	32-527
Quality Standards or procedures • Supplier Contract Quality Requirements Specification	 QM-58
SHE Standards or procedures • Health and Safety Specification • Agreement • Smoking Policy • Cardinal Rules • Procedure Manual	 32-1188 37-2 32-1126 32-421 32-95
Labour Taxation Policy (for services contracts only)	32-346-1
Code of Ethics	32-527
Supplier Development and Localisation Evaluation Criteria Framework	No reference number