|  |  |
| --- | --- |
| **Description/ Scope of Work** | Supply, Delivery and Support of Computers (Laptops, Desktops, Monitors, Slates) across all Eskom Business offices including ERI |
| **Duration of the Project** | 5 years |

**Objective criteria**

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

**NIPP**

NIPP is a program that seeks to leverage economic benefits and support the development of South African industry by effectively utilizing the instrument of government procurement. The NIPP program is mandatory on all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding US$5 million.

The program is targeted at the South African and foreign industries, enterprises, and suppliers of goods and services to government / parastatals, where the imported content of such goods and services equals to or exceeds US$5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans which, when implemented generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R & D and technology transfer.

Companies with a NIPP obligation are required to sign this obligation agreement with The Department of Trade, Industry and Competition (the DTIC) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the DTIC and supplier. It defines the NIPP obligation value/s, requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes and the NIPP credit allocation criteria

**All tenders with an import content that is equal to or exceeds the threshold of US$5 million, compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the DTIC before signing the contract with Eskom.”**

**Subcontracting**

Mandatory subcontracting on contracts above R30 million as a condition for contract award

If feasible to subcontract for a contract above R30 million, Eskom:

a) must apply subcontracting to previously designated groups.

b) must advertise the tender with a specific condition for contract award that the successful

tenderer must subcontract a minimum of 30% of the value of the contract to:

1. an EME or QSE, which is at least 51% owned by black people;
2. an EME or QSE, which is at least 51% owned by black people who are youth;
3. an EME or QSE, which is at least 51% owned by black people who are women;
4. an EME or QSE, which is at least 51% owned by black people with disabilities;

Tender Returnable if the above element is a requirement;

* Proof of a sub-contract agreement/s must be submitted.
* CSD report of subcontractors
* Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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

|  |
| --- |
| Tenderers who complete and submit the objectives as required, but who do not meet Eskom’s targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations |
| 1. **BBBEE requirements:** All tenderers must at a minimum maintain their BBBEE status throughout the contract period:
2. **Local Procurement Content**

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

|  |  |  |
| --- | --- | --- |
| **Local Procurement Content**  | **Eskom target** | **Tenderer Proposal** |
| 30% of contract amount |  |

1. **Local to site:**

Local to site refers to provinces, districts and municipalities where goods and services are supplied to Eskom. The aim of measuring local to site is for tenderers to spend some of their contract amount at locations where Eskom is receiving the goods and services. The expenditure could be a combination of procuring (core and non-core services) from local-to-site suppliers, recruiting employees and developing skills of candidates selected from the local-to-site regions.

|  |  |  |
| --- | --- | --- |
| **Local to site**  | **Eskom target** | **Tenderer Proposal** |
| 5% of contract amount |  |

1. **Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

|  |  |
| --- | --- |
| **Type of Jobs to be created** | **Number of Jobs to be created** |
|  |  |

|  |  |
| --- | --- |
| **Type of Jobs to be retained** | **Number of Jobs to be retained** |
|  |  |

1. **Skills development**

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and the MictSETA scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

|  |  |  |
| --- | --- | --- |
| **Skill type / Occupation** | **Eskom target** | **Proposed Number of Candidates** |
| Comp TIA A+ | 180 |  |
| Microsoft certified fundamentals (Azure, power platform, 365) | 70 |  |

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.Note: Tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives. |

**SDL&I Penalty and Performance Security**

|  |
| --- |
| Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations. |
| As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; **or** failure to meet the SDL&I obligations in a contract. |

**Reporting and Monitoring**

|  |
| --- |
|  |
| * The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
* Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
* Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
 |

**General Information on Validity of Sworn Affidavits**

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

|  |  |  |
| --- | --- | --- |
| Name of the bidder:  |  |  |
| Bidder representative:Representative signature: |  |  |
|  |  |  |
| Date:  |  |  |