|  |  |
| --- | --- |
| **Business Unit** | Generation National Contracts |
| **Description/ Scope of Work** | Supply and deliver of three (3) LPG plates and one (1) Electric plate hybrid cooking stoves and LPG Heaters with 9KG LPG Cylinders x 2 and Supply, deliver and install ceiling insulation (SPF and Ceiling boards), electrical re-wiring and Asbestos removal for Air Quality Offset Phase 2 Project on and “as and when required basis” |
| **Duration of the Project** | For a duration of five (5) years |

**Section 1: Specific Goals**

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the

tender. The points scored for the specific goal must be added to the points scored for price and the

total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the

Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer

scoring the highest points.

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points****(90/10 system)** | **Number of points****(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 |  5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

**NB: The following documents are required to claim preference points,**

* Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
* Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
* Certified ID copies of shareholder(s)
* Proof of Disability (where applicable)

**Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but’**

* May only score point out of 90/80 for price
* Scores 0 points out of 10/20 for specific goals

**Section 2: Objective criteria**

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for

award.

**2.1 Mandatory Subcontracting as condition of award**

|  |
| --- |
| With regards to 30% subcontract SDL&I team confirmed that the 30% subcontracting is feasible as per the previous contract for the same scope of workTenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:* an EME or QSE which is at least 51% owned by black people.
* an EME or QSE which is at least 51% owned by black people who are youth.
* an EME or QSE which is at least 51% owned by black people who are women.
* an EME or QSE which is at least 51% owned by black people with disabilities.
* an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

The following to be submitted prior contract award: * Letter of intent to subcontract.

Potential scope to be subcontracted and/or outsourced:* Transportation and logistics management
* Removing of furniture
* Ceiling installation
* Roof work and closing of old holes.
* Installation of stoves
* Resources
* Transportation of employees
* Labour Hire/Labour Broker
* Medicals
* PPE
 |

**2.2 CIDB Skills Development**

|  |
| --- |
| **Continuation of Mandatory Requirements** |
|

|  |  |  |
| --- | --- | --- |
|  | **YES** | **NO** |
| 1. **Is there CIDB compulsory training?**
 |[x] [ ]
| If *Yes,*  what is the% of the Construction Skills Development Goal % (CSDG) | **0,25% Mandatory prior to contract award** |
|  |  |

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom’s targets

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Eskom Target** | **Tenderer Commitment** |
| CSDG Percentage | 0.25% |  |
| Description | Gas Installers, Electrical, Carpentry | Electrical |

**NOTE**: Tenderer shall comply with the stipulated CIDB skills development threshold.Note:Qualifying candidates shall be currently unemployed graduates from university, Technical and Vocational Education and Training (TVET) Colleges and/or Matriculants. The skills development candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station. |

**2.3 National Industrial Participation Programme**

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

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

“The programme targets 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 USD 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 an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (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 the 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 USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”.

**Section 3:** **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.** **Transformation – BBBEE Improvement or Retention Plan**Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract. Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher. Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company’s annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate1. **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** |
| 100% |  |

1. **Jobs if applicable.** 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** |
|  |  |

 |

**Section 4 Performance Security**

|  |
| --- |
| Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations. |
| Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon meeting SDL&I obligations The following will be required:* SDL&I progress report/s from the contractor.
* Confirmation of the fulfilment of all SDL&I obligations by the contractor.
* Submission of an approved compliance report by SDL&I Department.
 |

**Section 5: Reporting and Monitoring**

|  |
| --- |
|  |
| * The suppliers shall on a 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 30 (thirty) 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.
* Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier’s progress in delivering on their stated SDL&I commitments
 |

**Section 7: 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.
 |

**Declaration:**

Based on the terms laid out above, we ……………….………………………………… (Company Name)

|  |  |
| --- | --- |
| **Accept** |  |
| **Negotiate**  |  |

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_