

NON-CLARIFICATION MEETING - ENQUIRY NO. E1764GCDLPMED.

MS TEAMS

**THE PROVISION OF A DELIVERY PARTNER (OWNER'S
ENGINEER AND FIDIC ENGINEER) FOR THE MEDUPI
POWER STATION FLUE GAS DESULPHURIZATION
PROJECT.**

Date: 11 September 2025



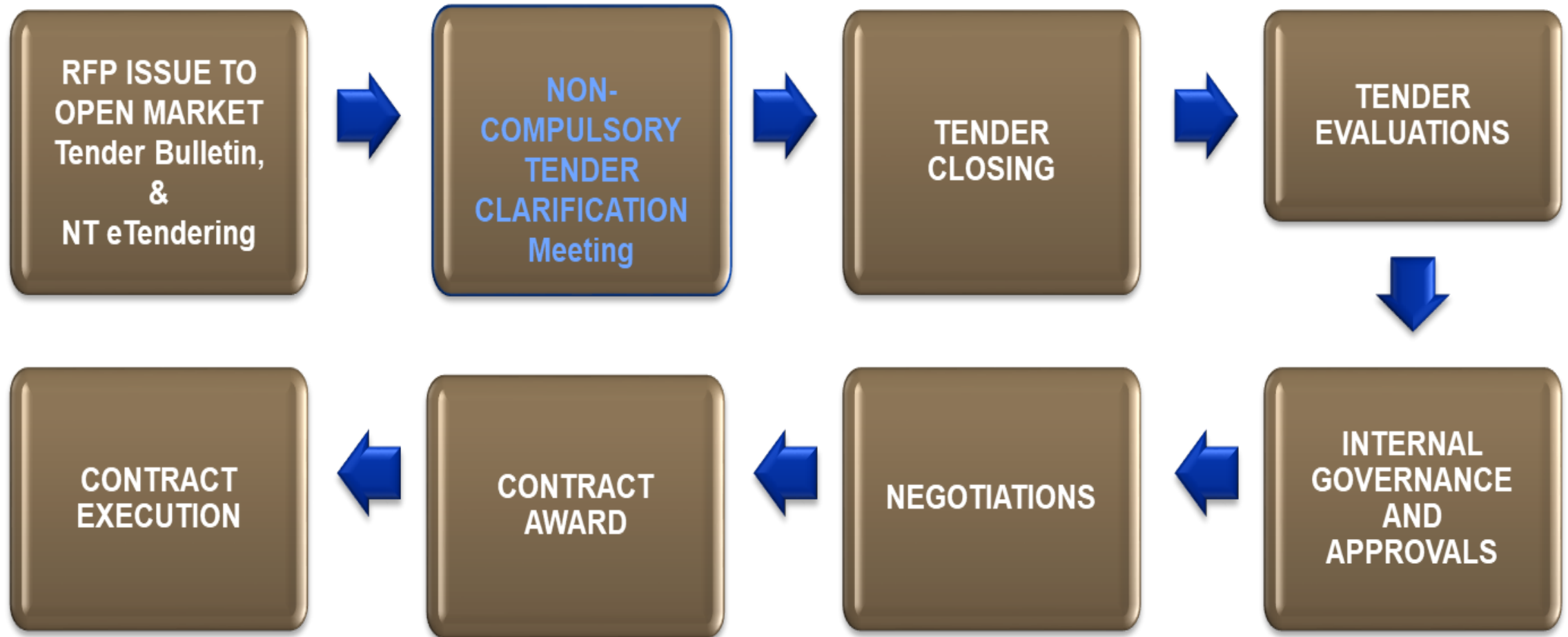
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Commercial Requirements & Tender Protocol

Presented by: Cyril Ntshonga





Parties

- The *Employer*, the Eskom *Representative* and each *eligible* tenderer submitting a tender shall act timeously, ethically and in a manner which is fair, equitable, transparent, competitive and cost-effective.

Eskom's rights to accept or reject any tender

- Eskom may accept or reject any **variation**, **deviation**, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. Eskom or the Eskom Representative will not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for the action upon written request to do so. Eskom reserves the right to accept the whole or any part of any tender.

Cost of tendering

- Accept that Eskom will not compensate the tenderer for any costs incurred in the preparation and submission of a tender, or the negotiation of any contract, including the costs of any **testing** necessary to demonstrate that aspects of the tender satisfy the evaluation criteria.

Eskom's right to negotiate

- Eskom reserves the right to enter into mandated negotiations with any one or more selected tenderer(s) in accordance with Eskom's approved procurement policies and procedures.
- A contract may not be awarded to the tenderer who does not meet the all contractual requirements.
- After the cancellation of the tender process or the rejection of all tenders Eskom may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.
- Eskom's right to exclude any tenderer should a tenderer's participation in the tendering process cause Eskom to suffer any **reputational damages**.

Eligible tenders

- Submit a tender only if the tenderer (whether a single company or a structure similar to a Joint Venture) complies with the *eligibility criteria* stated in the Tender Data and the tenderer, or any of his principals, is not under any **restriction** to do business with Eskom/State Owned Companies. See Clause 2.1 of the Tender Data.
- A tenderer must not have a conflict of interest.
- Tenderers that are registered on National Treasury CSD (except Foreign Suppliers) or Any tenderer that is **restricted** by National Treasury
- Tenderers have the nationality of a country on any **international sanctions list**.
- A tenderer that sub-contracts 100% Scope of Work
- The proposal shall be submitted in English Language and all correspondence would be in the same language

Evaluation Methodology and Criteria:

A five-step evaluation process is applicable and will be conducted as follows (in terms of PPPFA)

- **Basic Compliance** (List of all Returnable Documents)
 - ☐ Mandatory Requirements
- **Functionality;**
- **Price & preference points 90/10 overall;**
 - ☐ Price 90% and Specific goals/ Preference points/ B-BBEE Certificate 10%
- **SDL&I Evaluations (Objective criteria)**
- **Contractual Requirements**

Evaluation Criteria	Maximum no of points percentage	Minimum Weighted Threshold
Technical	100%	70%
Total	100%	70%

- Tenders which do not meet any of the above Minimum Weighted Thresholds will not be evaluated further.

- Tenderers are advised to visit Eskom website and NT eTendering Portal **ON A DAILY** basis for updated information / addenda. Tender notification will be placed as and when new information is loaded on the tender bulletin indicating the date and document number;
- **Last date to submit clarifications: 26 September 2025 (5)** working days before the deadline for tender submission;
- Ensure clarification requests are clear and concise to enable Eskom to provide a comprehensive response;
- Please indicate if the question posed is unique to your proposal (confidential);
- The deadline for tender submission is **10:00** AM (GMT+02:00) Harare, Pretoria (as per the Telkom signal) on **03 October 2025**; and
- Tender Validity: **6 months**

- **Tenders submitted to the tender box, email address or fax line will not be accepted;**
- The Tender shall be for the whole of the contract;
- **Tenders are to be submitted electronically via Eskom E-tendering site by the stipulated closing date and time. Make use of the E-tendering Help Manual that is issued with this invitation to tender.**
- These tenders must be submitted in English, may not be written in pencil and must be completed in ink.
- No late submissions will be accepted.
- It is the responsibility of the supplier to ensure that the tender submission is submitted before the closing time.

- Clearly marked: **E1764GCDLPMED**
- The tenderer must upload the tender via Eskom Tender bulletin site on the Eskom E- tendering page.
- Alternative tenders are NOT ALLOWED
- i.e Where more that one tender submission is received under the same supplier/ consultant name, this will be recorded.
- If tender submissions are not substantially the same, or are of the same date and where alternative tenders are NOT ALLOWED then none of the tender submissions will be considered and both will be rejected as non – responsive.
- If Tender submission are substantially the same, the latest dated one will be presumed to replace the earlier dated submission.

The Tender **must** be indexed and structured into three separate sections namely:

- **Section one** – Commercial Proposal. This section will contain the Commercial Returnable Documents, Pricing Schedule, Completed Contract Data –NEC3 PSC, and B-BBEE certificate.
- **Section two** – Technical Proposal. This section will contain the technical proposal, mandatory requirements and all the Technical Returnable Documents.
- **Section three** – Contractual Requirements. This section will contain the SDL&I Requirements/B-BBEE certificate, SHEQ returnable, Contract data and Annual Financial Statements.
- **Note:** The documents are supplied free of charge. Can be downloaded by visiting www.eskom.co.za; Eskom Tender Bulletin.

- The Eskom Representative is :
 - ❑ Name: Cyril Ntshonga
 - ❑ Address: Megawatt Park, Maxwell Drive, Sunninghill
 - ❑ Tel: +27 11 800 4691
 - ❑ E-mail: NtshonCS@eskom.co.za
- All communication / clarifications in writing and in the English language to be addressed to Cyril Ntshonga.

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Tender Returnable for financial analysis

Presented by: Kholofelo Malatji



Requirements for financial analysis:

- In order for the Finance Project services (FPS) to be able to perform financial analysis of companies / Entities for the above contract,
- The latest and approved Annual Financial Statements (AFS) must be submitted by the tenderer. Where the AFS have not been audited, then a ITA34C tax submission will be required and the Public Interest Score as completed by the accountant / reviewer as required by the Companies Act, 2008.
- The ITA34C tax submission is required for the unaudited AFS relevant only for South African registered companies otherwise all foreign suppliers must submit audited AFS.

In order for the Finance Project services (FPS) to be able to perform financial analysis of companies / Entities for the above contract, latest 2 years comparative financial statements containing the following information will be required:

- Companies
 - ☐ Signed Independent Auditors' Report/Reviewers' Report
 - ☐ Directors' Report
 - ☐ Statement of Financial Position (comparative figures)
 - ☐ Statement of Comprehensive Income (comparative figures)
 - ☐ Statement of Changes in Equity (comparative figures)
 - ☐ Statement of Cash Flows (comparative figures)
 - ☐ Notes to the financial statements

- Close Corporations
 - ☐ Signed Accounting Officers' Report
 - ☐ Members' Report
 - ☐ Statement of Financial Position (comparative figures)
 - ☐ Statement of Comprehensive Income (comparative figures)
 - ☐ Statement of Changes in Equity (comparative figures)
 - ☐ Statement of Cash Flows (comparative figures)
 - ☐ Notes to the Financial statements
- Joint Venture
 - ☐ Signed joint venture agreement indicating percentage shareholding per entity

- New or entities that are less than 1 year old
 - ☐ Owner's 5 year tax returns
 - ☐ Owner's financial position (income and expenditure, assets and liabilities statements)
- Applicable to companies, Entities, JV's and close corporations
 - ☐ A Signed Guarantee Letter (if a subsidiary which is tendering does not have its own set of financial statements or its financials are consolidated into that of the Holding company, the Holding company must provide a guarantee letter which will allow Eskom to utilize its financial information for the purposes of their subsidiary and to further guarantee any liability which may arise as a result of a subsidiary failing to perform in terms of the contract)
 - ☐ Any Finance related questions, will be noted and response will be provided

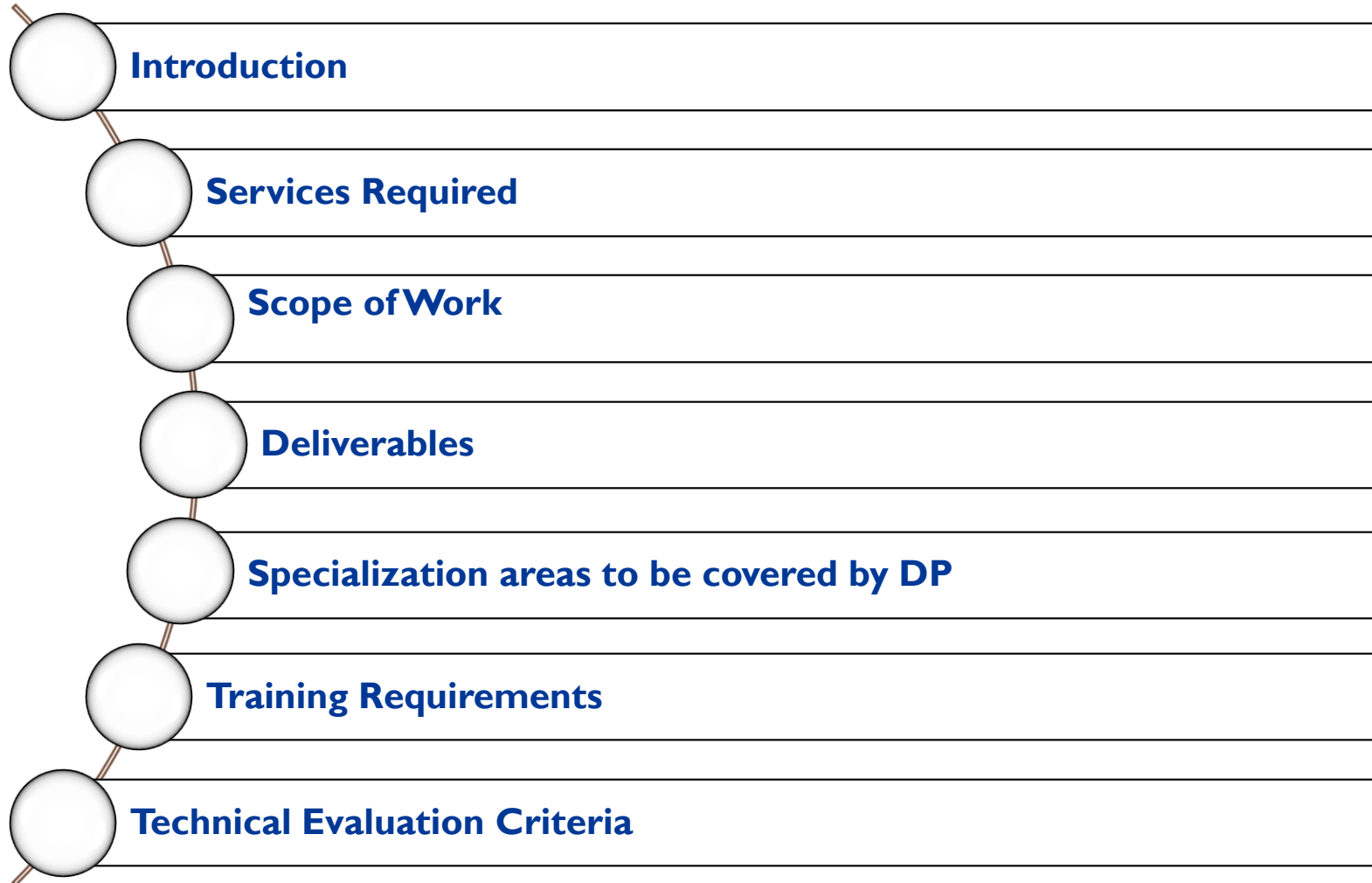
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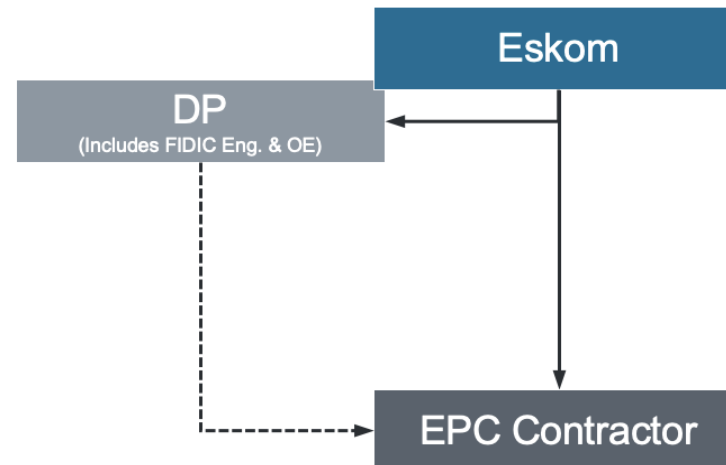
Provision of Delivery Partner Services for Medupi FGD Project

Presented by: Selometsi Sehloho

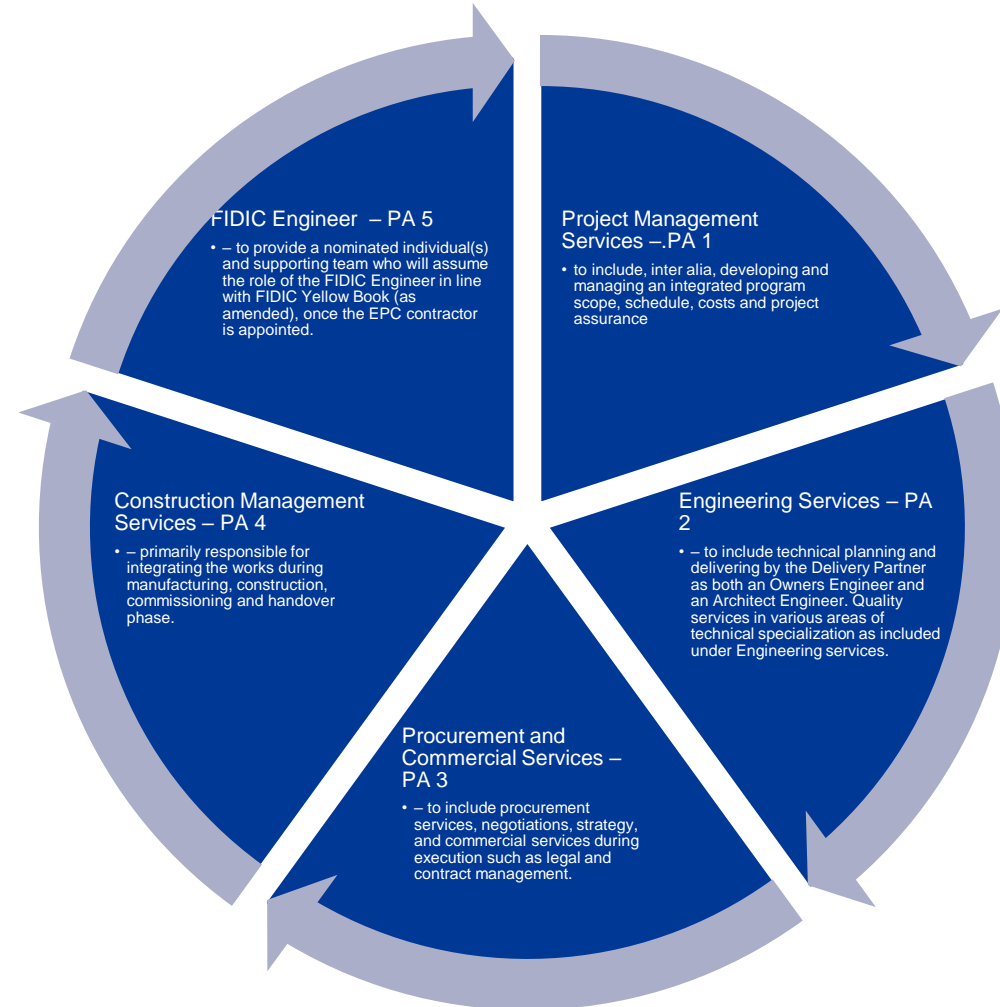




- Medupi Power Station is earmarked for a Flue Gas Desulfurisation (FGD) retrofit to comply with the South African Minimum Emissions Standards (MES) by 31 March 2030. Medupi Power Station operates under an atmospheric emission license (AEL) issued to provide the Employer with operational conditions to adhere to in terms of the National Air Quality Act 39 of 2004 as amended, Eskom is aiming for a limit of 400 mg/Nm³ (dry, 10% O₂) to ensure continuous performance without contravening the Atmospheric Emission License. The FGD retrofit project addresses these regulatory demands, promoting environmental compliance, public health protection, and sustainable energy production.
- The Retrofit Project works will be procured through the appointment of an Engineering, Procurement and Construction (EPC) Contractor under the framework of a FIDIC Yellow Book contract as amended.
- Eskom as the Employer is seeking a delivery partner (DP) that must come and co-operate with Eskom by leading the EPC contractor as per the Employers requirements under the EPC contract and mitigate risks and opportunities. The DP's role will encompass the Owners Engineer, which is a team of technical expertise required for effective execution and supervision of the project; and act as a FIDIC Engineer (FE). As such, the use of the Owners Engineer's (OE) and Delivery Partner will be synonymous in this document.



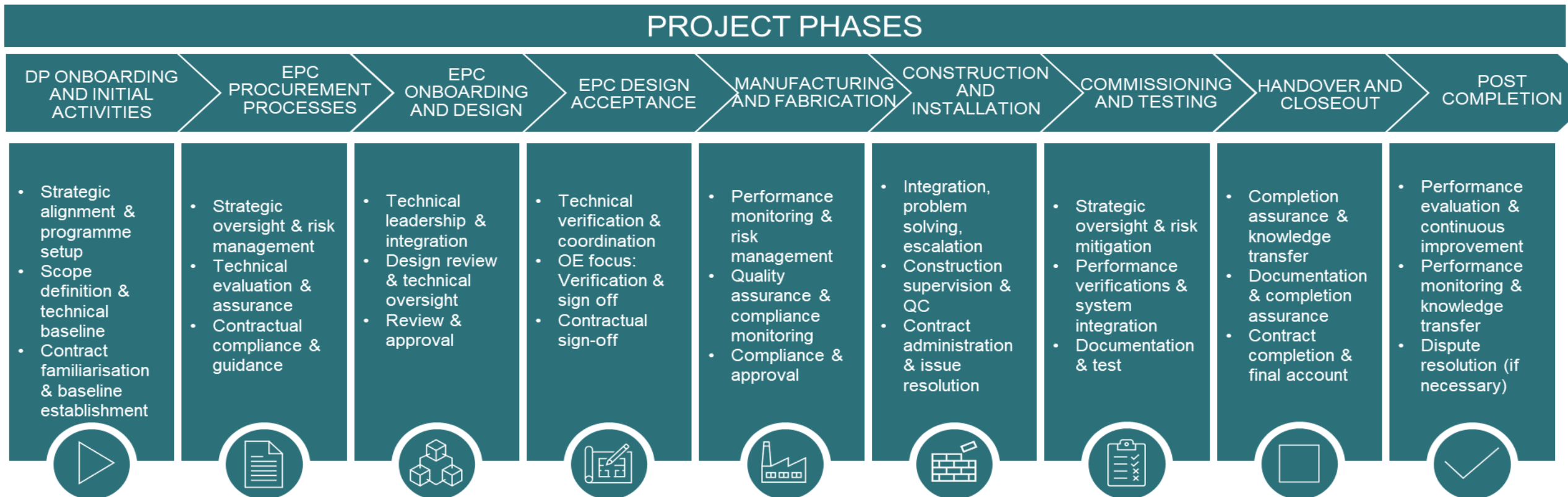
The DP needs to be fully competent in supporting the delivery of the EPC scope. The services required by the Employer during the FGD Retrofit Project at Medupi Power Station from the Delivery Partner are categorized in the following five sub-areas referred to as Prime Activities (PA) in the scope of work:



Given the current status of the Medupi FGD, such as;

- EPC tender already developed and out on tender,
- the open technology choice due to the main and alternative options, and
- the extent of the work completed thus far;

The employer envisions the following phase timeline and sequencing:



Deliverables

Phase 1 deliverables		Phase 4 deliverables	
Deliverable 1	– Medupi Plant Assessment/Baseline Report	Deliverable 19	– Design Review Report(s)
Deliverable 2	– EPC RFP Pack Assessment Report	Deliverable 20	– Engineering Change Report(s)
Deliverable 3	– FGD Interface Report (Integration Plan) including basis of design data	Deliverable 21	– Impact Assessment(s)
Deliverable 4	– Project / Construction Execution Plan with Project Schedule	Phase 5 deliverables	
Deliverable 5	– Negotiation Strategy Report	Deliverable 22	– QA plan for the construction and commissioning phase
Deliverable 6	– List of procedures and standards	Deliverable 23	– Manufacturing Report(s)
Deliverable 7	– Terminal point lists	Phase 6 deliverables	
Deliverable 8	– List of potential FGD technologies	Deliverable 24	– Erection Progress Reports
Deliverable 9	– Updated DOR / RACI	Deliverable 25	– Drawings register
Deliverable 10	– Criteria for evaluation of tender applicants	Deliverable 26	– Reviewed Data packs.
Phase 2 deliverables		Deliverable 27	– Reviewed Certification.
Deliverable 11	– Bid Evaluation Report	Deliverable 28	– Handover review report.
Deliverable 12	– Negotiation Strategy Report – Review (if necessary)	Phase 7 deliverables	
Phase 3 deliverables		Deliverable 29	– Commissioning Readiness Report
Deliverable 13	– Interface Management Plan	Deliverable 30	– Pre-commissioning review report
Deliverable 14	– Project specific Change Management Procedure	Deliverable 31	– Commissioning and Test Reports, PAC and FAC
Deliverable 15	– CM/DM plan including information flow diagram	Phase 8 deliverables	
Deliverable 16	– Review report of the EPC QMS	Deliverable 32	– Take-over Report
Deliverable 17	– Review report of technical submission against requirements/specifications	Deliverable 33	– Close-out report
Deliverable 18	– Impact Assessment report (s) on the existing plant with recommendations / requirements for approval	Deliverable 34	– Acceptance test review report

Specialization areas to be covered by DP

Project Management and FIDIC Engineer

1. DP Project Lead
2. Project Managers
3. Construction Managers
4. Commissioning Resources
5. Site Supervisors
6. Commercial Resources
7. Planning and Scheduling Resources
8. Risk and Assurance Resources
9. Governance & Reporting Analyst
10. Health & Safety Advisors
11. Environmental Advisors
12. Quality Assurance Manager
13. Local (Labour) Relationship & Stakeholder Lead
14. Quality Resources
15. FIDIC Engineer Resources
16. FIDIC Engineer Assistant Resources

Engineering

1. FGD Specialist Resources
2. Welding Resources
3. Commissioning Supervisor
4. Site supervisor
5. Discipline Quality Control Resources
6. Civil & Structural Resources
7. Waste Water Treatment Plant Chemical Resources
8. C&I, CBMS and IT/OT Resources
9. Electrical Resources
10. Arrangement design (Draught's people) Resources
11. BMH Resources
12. LPS Resources
13. System Integration Resources
14. Configuration Management Resources

General

- In the delivery of the FGD project, the DP is expected to ensure sufficient training and transfer of skills to Eskom employees. This training is over and above what will be provided by the EPC contractor.
- The DP shall in collaboration with the Employer, develop training plans and programs to ensure the Employer is suitably trained. The training shall include for all the equipment and systems that will be used during the project, for the duration of the works Employer
- Training shall comprise both theoretical and practical training.
- The DP shall after an agreed “on-job” training period, successful completion of all applicable training courses and passing of the competency assessment certify the Employer’s developed staff as being competent to maintain the relevant systems.

Upfront training

- The DP shall provide up-front training to all staff and to the Employer’s engineering team such that the Employer’s project team is fully conversant with all aspects of the EPC Contractor’s technology and systems.

On-the-job training

- Over and above the formal training, the DP shall also ensure an on-job training with personnel seconded from the Employer to the DP. Those employees will be mentored and supervised by the DP during project execution.

Operators and maintenance training

- Maintenance personnel shall be trained on all components and functions of the FGD Plant i.e. Method of maintenance, fault finding, correction, routine maintenance. Employer

Engineering training

- Theoretical and practical engineering training will be provided on the FGD design, capabilities and procedures

Technical Evaluation Criteria

The minimum weighted final score (threshold) required for a tender to be considered from a technical perspective is 70% as per the requirements of the Eskom Tender Technical Evaluation Procedure [1].

- A two stage Technical Evaluation Strategy is set out as follows:
- **Stage 1:** Mandatory Technical Evaluation Criteria (gatekeepers) are 'must meet' criteria. These criteria shall not be weighted or point scored but shall be assessed on a Yes/No basis as to whether or not the criteria are met. An assessment of 'No' against any criterion shall technically disqualify the tenderer and the tender shall not be further evaluated against Qualitative Criteria.
- **Stage 2:** Qualitative Technical Evaluation Criteria are weighted evaluation criteria used to identify the highest ranked tenderer after determining that all the Mandatory Evaluation Criteria have been met.

Score	Percentage	Description
5	100	Compliant <ul style="list-style-type: none"> • Meet technical requirement(s)/AND; • No foreseen technical risk(s) in meeting technical requirements.
4	80	Compliant with Associated Qualifications <ul style="list-style-type: none"> • Meet technical requirement(s) with; • Acceptable technical risk(s) AND/OR; • Acceptable exceptions AND/OR; • Acceptable conditions.
2	40	Non-Compliant <ul style="list-style-type: none"> • Does not meet technical requirement(s) AND/OR; • Unacceptable technical risk(s) AND/OR; • Unacceptable exceptions AND/OR; • Unacceptable conditions.
0	0	Totally Deficient or Non-responsive

Technical Evaluation Criteria

- The minimum weighted final score (threshold) required for a tender to be considered from a technical perspective is 70%.
- Only suppliers that meet 70% of the table below will be allowed to proceed to the next phase of evaluation.
- Evaluation score breakdown

	mandatory Technical Criteria Description	Source of Evidence	Motivation for use of Criteria
1.	At least 3 completed similar-scale infrastructure/industrial retrofit projects in large-scale (>500 MW) power plants (including non-FGD)	Complete Appendix A (Fill-in sheet 1)	Proof of experience
2.	Proof of previous appointment as a FIDIC Engineer	Complete Appendix B (Fill-in sheet 2)	Proof of experience
3.	Proof of wet FGD technology application	Complete Appendix C (Fill-in sheet 3)	Proof of experience

Qualitative Criteria Professional Services		100%
1.	Organisational Capability	8.0%
2.	Relevant Experience	9.0%
3.	Key Personnel and Resourcing (Expected Services)	60%
4.	Methodology and Delivery Approach	12%
5.	Technical Assurance & Innovation	5.5%
6.	Compliance and Commercial	5.5%

Resource Responsibility List



Position Description	Resource Name	Qualifications	Years of Experience

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Contract Management and Pricing Schedule

Presented by: Lucky Mabasa and Ntomboxolo Ngishe



- **Contract type**

- ▣ **NEC3 Professional Services Contract (PSC3)**

Main Option G	Term Contract
W1	Dispute Resolution procedure
Secondary Options	
X1	Price adjustment for inflation
X2	Changes in the law
X3	Multiple currencies
X7	Delay damages
X9	Transfer of rights
X10	Employer's Agent
X11	Termination by the Employer
X18	Limitation of liability
X20	Key Performance Indicators
Z	Additional conditions of contract

Z clauses:

- Z1: Cession delegation and assignment
- Z2: Joint Ventures
- Z3: Change of Broad Based Black Economic Empowerment (B-BBEE) status
- Z4: Confidentiality
- Z5: Waiver and estoppel: Add to core clause 12.3
- Z6: Core clause 21.1
- Z7: Assessing the amount due – replace core clause 50
- Z8: Payment – replace core clause 51
- Z9: Notifying compensation events
- Z10: *Employer's* limitation of liability
- Z11: Termination
- Z12: Delay damages: Addition to secondary option X7 Delay damages
- Z13: Ethics
- Z14: Insurance
- Z15 Supplier Development, Localisation and Industrialisation (SDL&I)
- Z16 X9 – Transfer of Rights
- Z17 Security clearance

- Scope:
 - ❑ **Part 3: SCOPE OF WORK** - The Scope is contained in the **Specifications for Delivery Partner Services for Medupi Power Station Flue Gas Desulfurisation Retrofit Project**, reference number **348-10015974**.
 - ❑ The Delivery Partner is the *Consultant*.
- Starting date : January 2026
- Completion of the whole of the services: 31 March 2032

- **Staff rates** – The *Consultant* is to provide the staff rates for categories of staff and the expenses
- **Expenses** – Accommodation, PPE, Medicals and Travel
- **Task Schedule:**
 - ❑ Issued for each Task Order

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Health and Safety Management

Presented by: Thabang Kgobe



- Eskom Commitment - Zero Harm Culture
- Eskom Life Saving Rules
- Occupational Health and Safety Documentation (Tender Returnable)

- Eskom is committed to safety, health, the environment and quality principles to ensure that no operating condition or urgency of service justifies exposing anyone to negative risks arising out of Eskom's business, causing an incident with health, safety, environmental and quality consequences.
- Achieving the commitment through taking overall responsibility and accountability for the prevention of work-related injury and ill-health, as well as the provision of safe and healthy workplaces and activities.
- Eskom has incorporated Zero Harm as one of its values. The Goal is Zero – Zero Incidents (Zero injuries)
- All incidents can be prevented and safety must be the first priority in any task.

OHS Management System



Medupi project is **ISO 45001:2018** certified and the DP and its associates are expected to drive compliance to requirements of the management system.

Environmental Management System



Medupi project is **ISO 14001:2015** certified and the DP and its associates are expected to drive compliance to requirements of the management system.

Life-saving Rule: Rules that, if not adhered to, have the potential to cause serious harm to people. The consequences of a person knowingly and willfully violating this rule will result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.

RULE 1: OPEN, ISOLATE, TEST, EARTH AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH

RULE 2: HOOK UP AT HEIGHT

RULE 3: BUCKLE UP

RULE 4: BE SOBER

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

RULE 6: ENSURE SAFE LIVE WORKING

Zero Tolerance: The standard that provides for the imposition of severe consequences for a prescribed offence or behaviour without making exceptions for the extenuating circumstances.

*Life-saving Rules are **Non-Negotiable** and We take a **Zero tolerance** stance to their violation*



- In terms of general health and safety in Eskom, if any of the Life-Saving Rules are violated, it will be treated as serious misconduct, and result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.
- It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules.
- Depending on the circumstances, Eskom reserves the right, where a contractor manager/supervisor allows the violation of a Life-Saving Rule, to suspend the contractor's activities while determining an appropriate sanction.
- Where a contractor employee allegedly violates a Life-Saving Rule, the contractor shall immediately remove the employee from the site and initiate the disciplinary process. The contractor shall investigate any violation of a Life-Saving Rule and initiate the disciplinary process within five (5) working days of the violation. The contractor shall furnish Eskom with a copy of the sanction after the disciplinary process.

The following documents shall be submitted:

Ref	Eskom H&S Requirements	Scoring
1.	<p>Eskom Health and Safety Requirements Checklist</p> <p>Provide Signed, Acknowledgement form for Eskom SHE Rules and other legislative requirements.</p> <p>Note: Annexure B – submitted as part of tender document. It should be signed by the 16.1 or 16.2 appointee</p>	5%
2.	<p>Organisational structure and contact details of key persons</p> <p>2.1. Provide a proposed organogram /structure in accordance to the scope of work. - Include legal reference on the organogram where applicable. (Including roles, responsibility & Accountability)</p> <p>2.2. Provide a proposed OHS resource plan for the proposed scope of work. For each position, stipulate the position titles, roles and responsibilities, qualifications/ competencies as well as professional registration, that will be required for each position. For identified personnel, please provide comprehensive CV's demonstrating competencies.</p>	20%

Ref	Eskom H&S Requirements	Scoring
3.	OHS Management System - ISO 45001:2018 Does your company have OHS Management System in place and does it conform/certified to a recognized international standard such as ISO? If so, please provide certificate.	5%
4.	SHEQ Policy Provide a copy of your SHEQ Policy relevant to operations that is signed by your senior management? Review date should not be more that three years.	5%

Ref	Eskom H&S Requirements	Scoring
5.	HSE Plan Provide a detailed HSE Plan for the proposed scope of work in response to the HSE specification/requirement.	25%
6.	Compensation of injuries and disease (COLD) Is your company registered with COLD or with a licensed compensation insurer based on South African legislative requirements and are you still in good standing and is in line with scope of work/ nature of business? If yes, please provide a copy of current valid certificate issued by the Compensation Commissioner.	5%

Ref	Eskom H&S Requirements	Scoring
7.	Costing for OHS Provide a detailed costing for OHS - based on the overall scope of work/services to be performed.	5%
8.	Hazard identification and risk assessment (HIRA) Provide a copy of typical health and safety risk profile/assessment as per the scope of work as well as high level interventions that will be implemented to mitigate the risks.	10%

Ref	Eskom H&S Requirements	Scoring
9.	Medical Surveillance Program Provide medical surveillance program for employees.	5%
10.	Leadership accountability to drive SHE Culture within organization Describe how and what measures shall be taken by senior leadership to actively drive HSE culture with employees and EPC contractor.	10%

Ref	Eskom H&S Requirements		Scoring
11	References – Provide references of the least two (2) clients		5%
	1. Client's name: a) Description of works, services, product: b) Duration of contract (specify start & end dates): c) Value of contract/ work/ services /product: d) Contact telephone number/s: e) Number of 'near misses' reported: f) Number of medical cases:	2. HS Performance h) Number of first aid injuries: i) Number of lost-time injuries: j) Number of motor vehicle incidents/accidents: k) Number of fatalities: l) Largest number of permanent staff members working on the project during the contract period:	

Zero *Harm* We make it happen!

Zero fatalities
Zero injuries
Zero environmental incidents
Zero tolerance



Make safety personal

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Environmental Management

Presented by: Dovhani Mudzielwana



- Background – Environmental Requirements
- Environmental Documentation (Tender Returnables)

- Medupi Power Station Project has been issued with the Environmental approvals and the approved Environmental Management Programmes which need to be considered by the tenderers.
- The project ISO 14001:2015 certified and the tenderers are expected to comply to the what is applicable to their scope of works.
- Compliance to the Project environmental requirements and related legal requirements is Non-Negotiable.
- The response to the tender must be proof based, with correct returnables provided.
- Environmental file provided by the tenderer must be separated from other files and properly INDEXED

The following documents shall be submitted:

Ref	Eskom Environmental Requirements	Scoring
1	<p>Environmental Aspect and Impact register</p> <p>Provide a baseline environmental aspect and impact identification covering the inline with scope of work with proposed mitigation measures.</p> <p>Proof – Environmental Aspect and Impact Register</p>	20%
2	<p>Environmental Management System - ISO 14001:2015</p> <p>Does your company have Environmental Management System in place and does it conform/certified to a recognized international standard such as ISO? If so, please provide certificate.</p> <p>Proof – ISO 14001:2015 Certificate</p>	10%

Ref	Eskom Environmental Requirements		Scoring
3	References – Provide references of the least two (2) clients		10%
	<p>1. Client's name:</p> <p>a) Name of client</p> <p>b) Duration of contract</p> <p>c) Value of contract</p> <p>d) Telephone details of the contact person</p> <p>e) Including testimonial letter from the previous client.</p>	<p>2. Environmental Performance:</p> <p>a) Environmental Performance statistics that includes incidents.</p> <p>b) Legal contraventions and non-conformances.</p> <p>c) Proof Record of experience and testimonial letters.</p>	

Ref	Eskom Environmental Requirements	Scoring
4	<p>Operation Strategy</p> <p>Provide scope related Operation strategy inline with scope of work. It should include consideration of environmental approvals, EMPs and environmental monitoring.</p> <p>Proof Environmental Operational Strategy</p>	20%
5	<p>Environmental Resource Plan</p> <p>Provide a proposed Environmental resource plan for the proposed scope of work. For each position, stipulate the position titles, roles and responsibilities, qualifications/ competencies as well as professional registration, that will be required for each position. For identified personnel, please provide comprehensive CV's demonstrating competencies.</p>	20%
6	<p>Environmental Communication Strategy</p> <p>Provide the environmental communication strategy for the project for liaising with key stakeholders internal and external taking into account the environmental approvals and Project SHE specifications.</p> <p>Proof Environmental Communication Strategy</p>	10%

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Quality Requirements

Presented by: Moses Sinobolo and Thabo Mokgomole



- The Tenderer shall submit objective evidence of a developed and implemented QMS that complies with ISO 9001:2015 or any applicable standard of quality management system (the latest applicable revision).
- The Tenderer shall comply with the quality standards outlined in the Medupi FGD Project Delivery Partner Quality Specification (348-930500), and Supplier Quality Management Specification (240-105658000).
- Compliance with Category 1 quality requirements as per the Supplier Quality Management Specification (240-105658000) and all other relevant requirements are mandatory

The following documents (approved copies, where applicable) shall be submitted:

SECTION A (Option 1) – 25%

Valid certification of Quality Management System by an ISO accredited body

A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant

A.2 Certificate by Approved and Authorized certification authority

A.3 Certification Authority has Recognized International Accreditation

A.4 Validity (expiry date) of certificate

SECTION B – 25%

Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)

B.1 Documented information for defined roles, responsibilities, and authorities. - Organization charts, job descriptions, work instructions, duty statements, manuals, procedures., responsibility matrix (must include but not limited to quality management function/role)

B.2 Documented information for Control of Externally Provided Processes, Products and Services- Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers

B.3 Latest copy of an internal management system audit report (with Nonconformity, Correction and/ or Corrective Action Reports) - Report must include but not limited to Objective, Scope, Criteria and outcomes of the audit.

B.4 Latest copy of an External management system audit report (with Nonconformity, Correction and/or Corrective Action Reports)

B.5 Records of Management Review meetings (minutes, attendance registers etc)

SECTION C – 20%

Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698)

Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)

SECTION D- 20%

Quality Control Plan Requirements (Ref 240-105658000)

Example of QCP/Checklist/ITP (Quality Control Plan) on similar and /or previous work done.

SECTION E - 10%

User defined additional requirements & miscellaneous (Ref 240-105658000)

E.1 Form A is completed and signed.

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Stakeholder Management and Labour Relations

Presented by: Mashudu Khoza



Stakeholder Engagements

- Eskom may require the Contractor to participate in the local stakeholder engagement forum that is established by the local municipality.
- The Contractor may not engage with the Local Community or Local Stakeholders without Eskom representation.

Recruitment Of Contractor Personnel

- Recruitment by the Contractor will support the principle of localization for Competent Persons.

Accommodation and Transport

- The accommodation and transport of Contractor's personnel must support the principle of localisation by providing opportunities to the Local Business / Community.

Participation of local Small Medium Micro Enterprises (SMMEs)

- The Contractor must do so by purchasing / securing consumables, goods, transportation of personnel, accommodation of personnel, or other goods and services not listed below from the Local Community / Local Businesses at market related prices.
- SMMEs opportunities including but not limited to, Facilities Hire and Management, Trucking and Logistics, Vegetation Management, Safety, Garden Services, Specialist Botanical services, Waste Removal, Security, Cleaning, Ablution Facilities, Electrical Consumables, Stationery, Plumbing, Paving, Supply of Concrete, Bush Clearing, PPE, COVID 19 equipment.
- However, it should be noted that these can be sourced elsewhere if local suppliers are unable to provide these services and proof to that effect will be supplied when required.

Corporate Social Investment

- The Contractor is required to spend an allocated % of the contract value on CSI.
- The Contractor must in co-operation with the Eskom Project representative identify value added initiative/s to achieve the aim of leaving legacies and geographical footprints in the project area and Local Communities.
- The Contractor must strive to be a responsible corporate citizen, crucial in gaining a social licence to operate in communities.

Labour Relations / Industrial Relations

- When employing Blue collar or Scheduled (Unskilled, Semi-skilled and Skilled) employees the contractor must do so in compliance with the Eskom's Section 4, Part 6 Employers Policy and Procedures.
- White collar (Supervisory and Management) employees must be employed within the South African Labour Law framework.

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SDL&I Requirements and Stakeholder Management

Presented by: Gabriel Mkhonza



- Section 217(1) of the Constitution of the Republic of South Africa, 1996, stipulates that contracting of goods and services by organs of state in the national, provincial and local sphere of government, and other institutions identified in national legislation, must occur in accordance with a system which is FAIR, EQUITABLE, TRANSPARENT, COMPETITIVE AND COST-EFFECTIVE;
- Section 217(2) of the Constitution permits organs of state and the identified other institutions, to implement a procurement policy providing for categories of preference in the allocation of contracts and the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination;
- Section 217(3) of the Constitution requires that national legislation must prescribe a framework within which the policy referred to in section 217(2) of the Constitution must be implemented;
- It is against this background that this Enquiry's Supplier Development, Localisation and Industrialisation's requirements were prepared.

Eskom, as a State-Owned Entity is aligned with the Government's Development and Growth initiatives. It has committed itself to local development initiatives with the aim of increasing the competitiveness, capacity, and capability of its local supply base as well as support government's goals of shared growth, employment creation, poverty reduction and skills development. Although managed by different Government departments, all local development programs have the following overlapping objectives:

- Skills Development,
- Supplier/Enterprise Development,
- Job Creation and Employment,
- Localisation (procurement of RSA manufacturers goods and services),
- Industrialisation (investment in manufacturing plant) through National Industrial Participation Programme (NIPP), and
- Transformation through Broad-Based Black Economic Empowerment requirements.

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

Tender Returnables:

- Valid original or certified copy of a sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or Valid Copy B-BBEE Certificate issued by CIPC for EME's. OR Valid original or certified copy of the B-BBEE certificate / affidavit in the case of QSE's must be submitted, or
- Valid original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency for Generic Entities must be submitted, or
- For JV's only valid original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted and the certificate should be in the name of the Joint Venture.

May change award from the highest ranked tenderer to another tenderer in accordance with the requirements of the PPPFA [clause 2(1)(f)]:

RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP)

GOALS

Supplier Development, Localisation and Industrialisation's Bid's Requirements:

Bidder	Bid Requirements	Condition for Contract Award
Non-South African Firm	Commits to mentor/coach and sub-consult at least 25% to a South African Firm, preference will be given to those firms that are at least 51% owned by Historically Disadvantaged Individuals (HDI)	Yes
South African Firm	Commits to mentor/coach and sub-consult at least 25% to a South African Firm owned by are at least 51% owned by Historically Disadvantaged Individuals (HDI)	Yes

Empowerment through Skills Development:

Qualification	Number	Entry Level	Output
Project Management	10	National Diploma/Degree in Engineering (any Discipline) and Construction experience	SACPCMP Registration
Professional Engineer	8	B-Engineering Degree and Project experience	ECSA Registration
Professional Technologist or Technician	7	National Diploma/Degree in Engineering (any Discipline) and Construction experience	ECSA Registration
Construction Safety Officer	5	Degree/ Advanced Diploma or relevant Qualification in Safety Management and Construction experience	SACPCMP Registration
Quality Auditors/ Assessors	5	Degree/Advanced Diploma or relevant Qualification in Quality Management and Construction experience	IRCA and SAATCA
Environmentalist	5	Degree/Advanced Diploma: Environmental Science or Management	South African Council of Natural Scientist Professionals (SACNASP) Registration.
Quantity Surveyors	10	Degree/Advanced Diploma Quantity Survey and Construction experience	South African Council for Quantity Surveying Profession (SACQSP)

- The NIP obligation is benchmarked on the imported content of the contract.
- Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation.
- The NIP obligation applicable to Tenderer will amount to 30 % of the imported content,
- To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- “All tenders with an import content (goods, services, material, etc.) 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.”
- A period of seven years has been identified as the time frame within which to discharge the obligation.

Maintain and/or improve B-BBEE Status:

- Awarded Consultant is expected to maintain or improve their B-BBEE Recognition Level for the duration of the contract and the foreign company will be expected to comply with South African Law once it has been awarded the Contract.

Corporate Social Investment (CSI):

In accordance with the United Nations' Sustainable Development Goals as well as the King Codes of Good Governance IV (Environment, Social and Governance)

- The Consultant will be expected to spend at least one percent (1%) of the Contract Value on CSI initiatives that would be agreed upon with Eskom.

- The winning Bidder shall complete and submit the SDL&I Implementation Schedule within 60 days of contract award,
- This SDL&I Implementation Schedule will be used as a reference document for monitoring, measuring and reporting on the Contractor's progress in delivering on their stated SDL&I commitments,
- The Contractor shall, on a quarterly basis, submit a report to Eskom in accordance with Quarterly Reporting Template on their compliance with the SDL&I obligations described above,
- Eskom shall review the SDL&I reports submitted by the Contractor within 30 (thirty) days of receipt of the reports and notify the supplier on its performance progress,
- Upon notification by Eskom that the supplier is not meeting its SDL&I obligations, the Contractor shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report.
- Should the Contractor not correct its non-performance on SDL&I obligation, Eskom shall retain a cash amount of 1.5% of each invoice submitted for payment. This amount will be given back to the Contractor upon correction of the non-performance and/or fulfillment of all SDL&I obligations.

Insurance

Presented by: Krishan Chaitoo





- Principal Controlled Insurance
- Transportation Insurance (Marine)
- Works Insurance
- Documentation for Contracting
- Insurance Policies

- Eskom Holdings SOC Ltd will provide all insurances as the Principal
- The insurances will cover the Contractor and all Sub Contractors
- The Contractor will be responsible for the deductibles applicable in the year during which the contact was concluded.
- The Schedule of Deductibles applicable for each financial year from 01 April to 31 March is issued annually by Group Insurance.
- The contractor's liability clause (X18.4 in NECs) addresses the situation where the loss is not recoverable from insurance for any reason, e.g. loss below deductible or falls under exclusions.
- The contractors must at all times act as if he is uninsured (he must manage/mitigate his risk)

- According to incoterms Cost Insurance & Freight (CIF) and Carriage and Insurance Paid To (CIP), the Seller is liable for insurance
- Eskom will provide insurance for all imports where the incoterm is not CIF or CIP
- The policy will cover Eskom as the Principal and all Contractors and Sub Contractors
- The insurance will apply from the overseas factory/warehouse to final inland destination
- The Contractor is responsible for the deductible
- Where the Supplier is local, the Supplier is responsible for the safe delivery of the equipment to the Eskom site/warehouse, ie Supplier is responsible for the insurance
- When a shipment value exceeds USD 5 million or an individual cargo item exceeds USD 4 million, Insurance needs to be advised timeously in order to arrange cargo loading and unloading surveys at each leg of the voyage.

Incoterms® 2020 Rules Responsibility Quick Reference Guide

 											
Freight Collect Terms						Freight Prepaid Terms					
Groups	Any Mode or Modes of Transport		Sea and Inland Waterway Transport				Any Mode or Modes of Transport				
Incoterm®	EXW Ex Works (Place)	FCA Free Carrier (Place)	FAS Free Alongside Ship (Port)	FOB Free On Board (Port)	CFR Cost and Freight (Port)	CIF Cost Insurance & Freight (Port)	CPT Carriage Paid To (Place)	CIP Carriage & Insurance Paid to (Place)	DAP Delivered at Place (Place)	DPU Delivered at Place Unloaded (Place)	DDP Delivered Duty Paid (Place)
Transfer of Risk	At Buyer's Disposal	On Buyer's Transport	Alongside Ship	On Board Vessel	On Board Vessel	On Board Vessel	At Carrier	At Carrier	At Named Place	At Named Place Unloaded	At Named Place
Obligations & Charges:											
Export Packaging	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading Charges	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Delivery to Port/Place	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Export Duty, Taxes & Customs Clearance	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Origin Terminal Charges	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading on Carriage	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Carriage Charges	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Insurance	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	*Seller	Negotiable	**Seller	Negotiable	Negotiable	Negotiable
Destination Terminal Charges	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller
Delivery to Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller
Unloading at Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Buyer
Import Duty, Taxes & Customs Clearance	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller

- Eskom will provide the insurance to cover the execution of the Works under a Construction Policy
- The policy will cover Eskom as the Principal and all Contractors and Sub Contractors
- The insurance covers the works and third party liability
- The Contractor is responsible for the deductible

- The Insurance policy is a confidential legal agreement between Eskom and its Insurer
- Eskom does not provide copies of its insurance policies to Contractors
- Eskom provides Confirmation of Cover letters as proof of insurance each year
- Eskom also provides Contractors with a Schedule of Deductibles applicable for each financial year, 01 April to 31 March

The insurance policies that are likely to apply to capital projects are:

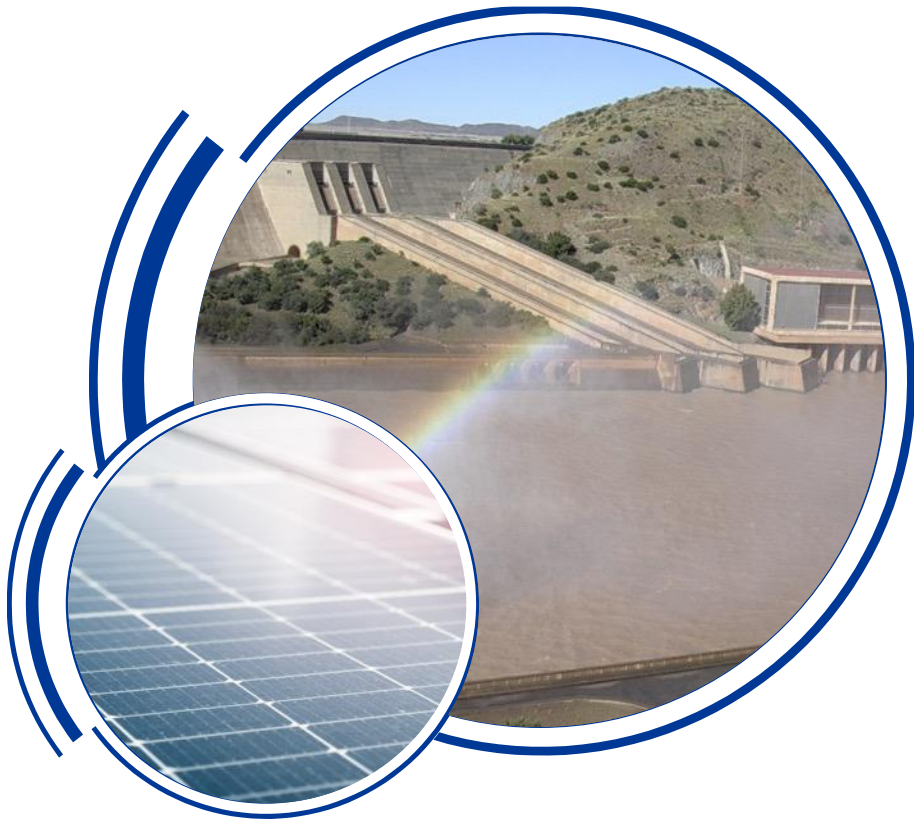
- Assets All Risks – which covers Eskom's assets
- Annual Construction All Risks – which covers the works and related third party liability for projects up to R1 billion
- When the project value exceeds R1 billion, Insurance needs to be advised upon contract award to arrange separate insurance
- Transportation (Marine) – which covers the transportation of imported goods

The role of insurance in respect of tenders for projects is to:

- Advise on the impact of deviation from standard insurance clauses
- Provide Confirmations of Insurance Covers, and
- Provide Schedule of Deductibles

NOTE: All projects must be declared to Group Insurance for it to be covered by Eskom's Insurances.

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The End