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NEC3 Terms Services Contract

PART ONE – COMMERCIAL REQUIREMENTS

The Provision of Catering Services for Mersey Training Centre, Pietermaritzburg and Durban Areas in the KwaZulu Natal Operating Unit for the training interventions and business meetings on an as and when required basis for a period of thirty-six (36) months.

ENQUIRY NUMBER : KZN131

TENDERER NAME : _____

**TENDER CLOSING
DATE : 01 JULY 2024 at 10:00 AM**

CONTRACTOR INFORMATION

It is important that this information is completed accurately and completely.

1.	Eskom Vendor Registration Number	
If you are not currently a registered vendor with Eskom, you are not required to register for tender submission. Registration on the Eskom Vendor Database is not a prerequisite for submitting a tender. Companies who are not currently registered will not be prejudiced in any way for the evaluations.		

2.	CSD Registration Number (MAAA.....)	
3.	Company Legal Name	
4.	Company Trading Name	
5.	Income Tax Number as per South African Revenue Services (SARS) Tax Clearance Certificate	
6.	VAT Number as per SARS Tax Clearance Certificate	
7.	Company Registration Number as per SARS Tax Clearance Certificate	
8.	Expiry Date as per SARS Tax Clearance Certificate.	
9.	B-BBEE Status as per SANAS accredited certificate or Affidavit	
10.	B-BBEE Expiry Date as per SANAS accredited certificate or 12 months from Commissioner of Oaths Stamp	
11.	CRS Number as per CIDB Registration	Not applicable
12.	CIDB Grading and Class of Works	Not Applicable
13.	Expiry Date as per Compensation for	

	Occupational Injuries and Diseases Act (COID)	
14.	Nature of Business as per COID certificate	
15.	Shareholders as per Declaration of Shareholding or Beneficiaries	
Names of all Shareholders		Identity Number of all Shareholders
		Number / Percentage of Shares

16.	Are any shareholders employed by or close family members to employees of Eskom Holdings and/or its subsidiaries?	
17.	If Yes, provide details	
18.	Office Telephone Number	
19.	Your cell phone contact details	
20.	Your office email address	

21. COMPANY BANK DETAILS

Name of Account Holder:	
Bank:	
Account Number:	
Branch:	
Branch Code:	
Type of Bank Account:	

Commercial Mandatory Returnable (Disqualifiable)

These returnables are required to be submitted with the tender at Tender closing date and time. If not submitted by tender closing the tender must be disqualified

MANDATORY REQUIREMENTS

Acceptance of the terms and conditions of the enquiry (i.e. return of the NEC 3 TSC offer and acceptance as well as deviations). Owner of company to Complete and Sign section for the tenderer on page 5,6 & 7 below.

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The Provision of Catering Services for Mersey Training Centre, Pietermaritzburg and Durban Areas in the KwaZulu Natal Operating Unit for the training interventions and business meetings on an as and when required basis for a period of thirty-six (36) months.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	Rates Based
Value Added Tax @ 15% is	Rates Based
The offered total of the amount due inclusive of VAT is ¹	Rates Based
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	N/A	N/A
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

ATTACH FULLY PRICED BOQ HERE

Commercial Mandatory Returnable (Non - Disqualifiable)

These returnable are also required to be fully completed, signed and submitted with Tender at Tender closing date and time, however, if not submitted by Tender closing, the Procurement Practitioners will request in writing the outstanding returnable to be submitted within 5 working days. If the requested returnable(s) are not fully completed, signed and/or received by the Procurement Practitioner within 5 working days of the request; the tender will be disqualified.

ANNEXURE G

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**COMPLETE FORM SBD6.1 IN THE INVITATION TO
TENDER (ALSO ON THE NEXT PAGE FOR EASE OF
REFERENCE)**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB:BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1. The following preference point systems are applicable to invitations to tender:
 1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1. To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1. The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

1. Price; and
2. Specific Goals.

1. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
3. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. DEFINITIONS

1. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
4. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

7. POINTS AWARDED FOR SPECIFIC GOALS

1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

1. Name of company/firm.....
 2. Company registration number:
 3. TYPE OF COMPANY/ FIRM
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 1. disqualify the person from the tendering process;
 2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 5. forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

**COMPLETE FORM SBD 4 IN THE INVITATION TO
TENDER (ALSO ON THE NEXT PAGE FOR EASE OF
REFERENCE)**

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1. If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.1. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

**COMPLETE ANNEXURE A – ACKNOWLEDGEMENT
FORM IN THE INVITATION TO TENDER (ALSO ON THE
NEXT PAGE FOR EASE OF REFERENCE)**

ANNEXURE A

ACKNOWLEDGEMENT FORM

We are in receipt of the Invitation to Tender/Proposal from Eskom Holdings SOC Ltd and the following addenda issued by Eskom:

We confirm that the documentation received by us is: ***(Indicate by ticking the box)***

Correct as stated in the Invitation to Tender / RFP Content List, and that each document is complete. ☐

Or: Incorrect or incomplete for the following reasons: ☐

Cataloguing Acknowledgement:

[Please select the relevant statement by ticking the appropriate box below]:

8. We agree to provide the cataloguing information as described in the *tender submission*. ☐
9. We have already supplied Eskom with the cataloguing information pertaining to this enquiry in a previous contract/order ***[insert previous invitation to tender/RFQ number]*** ☐
10. We do not intend to provide the cataloguing information for the required scope / specifications. for the reasons stated hereunder: ☐

11. I confirm that I am a Distributor/Importer/Agent and my Principal, being the Original Equipment Manufacturer (OEM) is or is not in the position to supply cataloguing information for items. See attached letter from OEM confirming his position. ☐

Invitation to Tender/Request for Proposal No: _____

Name of company/JV: _____

Country of registration: _____

Name of contact person: _____

Contact details of contact person:

Tel (landline):	
Cell phone:	
e-mail address:	

COMPLETE ANNEXURE B – TENDERERS
PARTICULARS IN THE INVITATION TO TENDER
(ALSO ON THE NEXT PAGE FOR EASE OF
REFERENCE)

ANNEXURE B
TENDERER'S PARTICULARS

The *tenderer* must furnish the following particulars where applicable:

Indicate the type of tendering structure by marking with an 'X' (where applicable provide registration number):	
Individual tenderer	
Unincorporated Joint venture (registration number for each member of the JV)	
Incorporated JV	
Other	

Please complete the following:

Name of lead partner/member in case of JV	
CIPC Registration Number or CIPC disclosure certificate (for each individual company / JV member)	
VAT registration number (for each individual company / JV member)	
CIDB registration number (for each individual company/JV member if applicable), respective contractor grading designation for each individual company/JV member , and combined cidb contractor grading designation (for JVs)	
Contact person	
Telephone number	
E-mail address	
Postal address (also of each member in the case of a JV)	
Physical address (also of each member of the JV)	

If subcontractors are to be used, indicate the following for the main sub-contractor(s). Add to the list of applicable.

Name of contractor	
CIPC Registration number or CIPC disclosure certificate	
VAT registration number	
CIDB Registration number (if applicable) and CIDB grade specified for the sub-contractor as may be stipulated in the Tender Data	
Proposed Scope of work to be done by sub-contractor	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

12. If you are currently registered as a vendor with Eskom, please provide your Vendor registration number with Eskom. _____

13. If you are currently registered as a vendor on the Treasury Central Supplier Database(CSD) please provide your supplier registration number with Treasury_____
14. Please note that it is mandatory for you to register on National Treasury's CSD, if you intend doing work with any State department or State owned entity/company.
15. You may register online at National Treasury website on www.treasury.gov.za
16. If you are registered on SARS Efiling system, please provide your pin number in order to verify your tax compliant status _____
17. If you are required to be tax compliant as per SBD 1, but are not registered on CSD (foreign suppliers) or have not provided your SARS Efiling pin, please confirm that you have attached/will send a copy of a current valid tax compliant certificate as a tender returnable (by contract award stage).

YES		NO	
-----	--	----	--

8. If sub-contracting is prescribed in the specific enquiry, you need to complete 8.1- 8.7

8.1 Confirm if you intend sub-contracting

YES		NO	
-----	--	----	--

8.2 What percentage will you be sub-contracting? _____%

8.3 To whom do you intend sub-contracting? _____

8.4 Is the said sub-contractor registered on CSD?

YES		NO	
-----	--	----	--

8.5 If yes to 8.4, please provide CSD number. _____

8.4 Please confirm B-BBEE level of said sub-contractor _____

8.5 Which designated group does the sub-contractor belong to:-

1. An EME or QSE;
2. An EME or QSE which is at least 51% owned by black people;
3. An EME or QSE which is at least 51% owned by black people who are youth;
4. An EME or QSE which is at least 51% owned by black people who are women;
5. An EME or QSE which is at least 51% owned by black people with disabilities;
6. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
7. A cooperative which is at least 51% owned by black people;
8. An EME or QSE which is at least 51% owned by black people who are military veterans; or
9. More than one of the categories referred to in paragraphs (a) to (h).

8.6 Please confirm that you have attached your signed intent to sub-contract document.

YES		NO	
-----	--	----	--

8.7 Have you attached proof of sub-contractor's belonging to designated group

YES		NO	
-----	--	----	--

18. Single tenderers

I, the undersigned, _____ (Full names) 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*).

Signature: _____

Designation: _____

Date: _____

19. Joint Ventures

We, the undersigned, are submitting this tender in Joint Venture and hereby authorise Mr/Ms _____ (full names), 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 Member	Full Name and Capacity of Authorised Signatory	Signature

COMPLETE AND SIGN ANNEXURE C
THE SUPPLIER INTEGRITY DECLARATION IN THE
INVITATION TO TENDER (ALSO ON THE NEXT PAGE
FOR EASE OF REFERENCE)

ANNEXURE C
INTEGRITY DECLARATION FORM

Note: This returnable is required to be fully completed, signed and submitted by tenderers at the stipulated deadlines.

DECLARATION OF INTEREST

I/We understand that any natural/legal person, including employees of the State and/or those related to an Eskom employee/director (as per the definition of “related” set out hereunder), may tender to Eskom. However, in view of possible allegations of favouritism (the practice of showing favour to, or giving preference to some person/group, to the detriment of, or at the expense of another that is entitled to equal treatment or an equal opportunity), should the resulting tender, or part thereof, be awarded to such natural/legal person, as described herein, it is required that the *tenderer/s* declare such interest/relationship where:-

20. the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors in the state or a state owned entity.
21. the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors of Eskom
22. the *tenderer/s* employees/directors are also employees/contractors/consultants or directors in another entity together with Eskom employees/consultants/contractors/ directors
23. the *legal person/s* (including its employees/contractors/directors/members/ shareholders) on whose behalf the tender documents are signed, is in some other way “related” to an Eskom employee/contractor/consultant/director involved in the tender evaluation/tender adjudication/tender negotiation. “Related” meaning that:-
 1. an individual is related to another individual if they are married, or live together in a relationship similar to marriage;
 2. or are separated by no more than two degrees of natural or adopted consanguinity or affinity;
 3. an individual is related to a juristic person if the individual directly or indirectly controls the juristic person, as determined in accordance with the definition of “control” (as per Companies Act section 2(1)) ; and

4. a juristic person is “related” to another juristic person if:-

1. either of them directly/indirectly controls the other, or the business of the other, as determined in accordance with the definition of “control” (as per Companies Act section 2(1)) ;
 2. either is a subsidiary of the other; or
 3. a person directly/indirectly controls each of them, or the business of each of them, as determined in accordance with the definition of “control”
24. the *tenderer/s* and one or more of the *tenderers* in this tendering/RFP process have a controlling partner in common, or a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another tenderer, or influence the decisions of Eskom regarding this bidding process;
- 25.

To give effect to the provisions above, please complete the table hereunder with all required information.

Full Name & Capacity/ Position within tenderer (e.g. employee/Director/member/ owner/shareholder)	Identity Number	Confirm and provide details (including employee number) if you are a State/State owned entity employee/contractor/ director.	Full Names & Capacity/Position of Eskom employee/ director/ consultant and details of the relationship or interest (marital/ familial/personal/ financial etc.)	To your knowledge is this person involved in the evaluation/ adjudication/ negotiation of tenders

26. If any employee/director/member/shareholder/owner of tenderer/s is also currently employed by Eskom, state whether this has been declared and whether there is authorisation(Y/N) to undertake remunerative work outside public sector employment and attach proof to this declaration. _____

Do the tenderer/s and other tenderer in this tendering/RFP process share a controlling partner or have any relationship with each other, directly or through common third parties? (Y/N) If Yes, attach proof to this declaration.

2. DECLARATION OF FAIR TENDERING PRACTICES

This serves as a declaration that when goods/services are being procured, all reasonable steps have been taken to address and/or prevent the exploitation of the procurement process and the use of any unfair tendering practices.

A **[tender/proposal]** will be disqualified if the *tenderer/s*, or any of its directors have:

28. abused the institution's procurement process (e.g. bid rigging/collusion)
29. committed fraud or any other improper conduct in relation to such system.

Please complete the declaration with an 'X' under YES or NO

Item	Question	Yes	No
------	----------	-----	----

1.1	Is the <i>tenderer/s (or any of its directors/members/shareholders)</i> listed on National Treasury's Database of Restricted Suppliers as companies/persons prohibited from doing business with the public sector <i>[Note: Companies/persons who are listed on the Database were informed in writing of this restriction by the Authority/Accounting Officer of the institution that imposed the restriction after the audi alteram partem rule was applied].</i> The Database of Restricted Suppliers can be accessed on the National Treasury's website (www.treasury.gov.za).		
1.2	Is the <i>tenderer/s (or any of its directors / members / shareholders)?</i> listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combatting of Corrupt Activities Act (No 12 of 2004) The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za).		
1.3	Was the <i>tenderer/s (or any of its directors/members/shareholders)</i> convicted by a court of law (including a court outside South Africa) for fraud and/or corruption with respect to the procurement/tendering processes/procedures during the past five years?		
1.3.1	Provide details.		
1.4	Was the <i>tenderer/s(or any of its directors/members/shareholders)</i> prohibited from doing business with any International Financial Development/funding Agency or Lending Institution		
1.5	Is there any history/record of the <i>tenderer/s (or any of its directors/members/shareholders)</i> failing to meet their contractual obligation with any SOC?		

30. DECLARATION OF SHAREHOLDING INFORMATION

I, the undersigned _____ [Position] _____ hereby declare that I am the duly authorised representative of _____ [Name of Tenderer].

I further declare that the following individuals and/or entities listed hereunder are Shareholders in _____ [Name of Tenderer]:

Note that this information in the tables hereunder must be fully completed for each tenderer (including incorporated JVs). In event that the tenderer is an unincorporated JV, this must be completed for each JV member. Please add additional rows if required.

Individuals:

Full Name	Identity Number	Shareholding Percentage
-----------	-----------------	-------------------------

Other Entities*:

Full Legal / Trading Name	Registration Number/Trust Number	Shareholding Percentage	Full name and surname of the directors/beneficiaries/shareholders of the shareholding entity	Identification Numbers of the shareholders/directors/beneficiaries of the shareholding entity

I, the undersigned, _____ (full names) 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 tenderer).

I declare that I have read and understood the provisions of the Supplier Integrity Pact, that all information furnished herein is correct, that it is understood that the tenderer's tender/proposal may be rejected, and that Eskom will act against the tenderer should any aspect of this this declaration prove to be false, and

I give my consent for this information to be used for the purpose as described in this Integrity Declaration Form and/or in relation to the Supplier Integrity Pact, and

I further consent that information provided in terms of this Integrity Declaration Form may be processed for verification of conflicts of interest and other ancillary purposes by Eskom. Such processing may include the sharing of the information with third parties.

Signature:	
Designation and capacity in which signing	
Date:	

Joint Ventures

I, the undersigned, _____ (full names) hereby confirm that acting in the capacity of lead partner, I am duly authorised to sign all documents in connection with the tender and any contract resulting from it on behalf of _____ (insert the full legal name of the JV); and

I declare that I have read and understood the provisions of the Supplier Integrity Pact, that all information furnished herein is correct, that it is understood that the JV's tender/proposal may be rejected, and that Eskom will act against the JV should any aspect of this declaration prove to be false; and

I give my consent for this information to be used for the purpose as described in this Integrity Declaration Form and/or in relation to the Supplier Integrity Pact, and

I further consent that information provided in terms of this Integrity Declaration Form may be processed for verification of conflicts of interest and other ancillary purposes by Eskom. Such processing may include the sharing of the information with third parties.

Signature:	
Designation and capacity in which signing	
Date:	

(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 is attached to the invitation to tender/Request for proposal).

**ATTACH COMPLETED SUPPLIER EVALUATION PACK
HERE**

COMMERCIAL REQUIREMENTS

PRINT INVITATION TO TENDER

**COMPLETE ALL INFORMATION IN THE
INVITATION TO TENDER**

AND

ATTACH INVITATION TO TENDER HERE

Attach your South African Revenue Services (SARS) Tax Clearance Certificate to this page

SARS Tax Clearance Certificate should preferably be Valid and Original. However, should this not be available then a valid, original certified copy (not a copy of a certified copy) of the tax clearance certificate issued by the South African Revenue Service (SARS) will be accepted.

Please also provide the pin that comes with the printed certificate

Attach your Compensation for Occupational Injuries and Diseases Act (COLD) Certificate to this page.

Please note that this must be valid and the Nature of Business must be relevant to the Scope of Work applicable to Tender Enquiry KZN131

	DECLARATION OF SHAREHOLDING OR BENEFICIARIES	Tender Schedule T2.2a – No 8
--	---	-------------------------------------

Eskom prospective Suppliers are requested to declare the names of Shareholders in their Company. Kindly disclose all the names of individuals or/and companies that own shares in your organization.

Details of Disclosure

I, the undersigned _____ (Position) _____ hereby
 Declare that I am the authorized representative of my organisation _____ (name of Company
 or Trust). I further declare that the following people are Shareholders/Beneficiaries in
 _____ (Name of Company or Trust)

Name of the Company/Trust	Registration number of the Company/Trust	Names of all Shareholders	Number/Percentage of Shares

(Tick applicable box)

Are any of the shareholders or beneficiaries declared above employed by or close family members* to employees of Eskom Holdings SOC Limited and/or its subsidiaries?

Yes	No
-----	----

If yes, please provide details of position held in Eskom by Employee or relationship with Eskom Holding SOC Limited Employee and such shareholder/beneficiary's interest in your organization.

SIGNATURE: _____

DATE: _____

DESIGNATION: _____

Close family member means: person related by birth or marriage or similar relationship, including domestic partnership, adoption or a guardian.

	Authority to submit a tender	Tender Schedule T2.2a No.1
--	-------------------------------------	-----------------------------------

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR

A. Certificate for company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore 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.

Name of firm	Address	Authorising signature, name (in caps) and capacity
Lead partner		

D. Certificate for sole proprietor.

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

Signed

Date

Name

Position

Sole Proprietor

	Declaration of Fair Bidding Practices	Tender Schedule T2.2a No .2
--	--	------------------------------------

The essence of competitive tendering is that Eskom will receive *bona fide* competitive tenders from all tenderers.

In recognition of these principles, we hereby declare that this is a *bona fide* tender, intending to be competitive, and 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 an attempt to alter or pre-empt the outcome of this competitive tender.

DECLARATION:

I, the undersigned [*insert full name of signatory*] _____,
duly authorised to complete this tender in my capacity as [*insert capacity, i.e., member, director, partner, etc*]
_____ on behalf of the tenderer [*insert full name of the business entity*]

certify that, to the best of my knowledge, the information furnished herein is true and correct.

I accept that Eskom reserves its right to act against the tenderer or me personally in terms hereof, should this declaration prove to be false.

Signed _____ Date _____

	Confirmation of receipt of addenda to tender documents	
--	---	--

We confirm that the following communications received from the <i>Employer</i> before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Signed

Date

Name

Position

Tenderer

	Supplier Declaration of Interest	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-59385360	Rev	3
		Effective Date	01 February 2015		
		Review Date	November 2026		

I, the undersigned **[insert full name of signatory]**....., in my capacity as **[insert capacity, i.e., member, director, partner, etc.]** of the supplier **[insert registered full legal name of the supplying entity AND their company registration number]**, certify under oath that, to the best of my knowledge, the information furnished herein is true and correct. I accept that Eskom reserves its right to act against the supplier named above or me personally in terms hereof, should this declaration prove to be false.

Eskom employees and directors that engage in **private work** for or on behalf of the Supplier are not permitted to financially benefit from the procurement associated with this **enquiry / tender / negotiation [delete whichever option is not applicable]**

In order to manage situations where conflicts of interests may exist, involving Eskom employees and/or directors engaging in **private work** with the Supplier (named above) associated with this **enquiry / tender / negotiation [delete whichever option is not applicable]**, you are hereby required to declare their positions to Eskom and take an oath declaring their interests.

For the purposes of this Declaration:

- 1. Private Work** includes private interests, and means any employment or commercial activity, or any other interests embarked on by an employee outside the scope of his/her Eskom employment.
- 2. A commercial activity** means any activity an employee engages in outside Eskom for the purpose of generating income, whether or not the activity actually produces income and/or is profitable.
- 3. Close Family** means persons related to the employee or director by birth, marriage, domestic partnership, adoption, guardianship or the like, who may influence, or be seen to influence the objectivity of the employee or director **OR** related persons who may be influenced by the employee or director in their dealings with Eskom;
- 4. Associate** means any person (i.e. a friend, rival, business partner, neighbour or the like) who has a relationship with an employee or director who may influence, or be seen to influence the objectivity of the employee or director **OR** who may be influenced by the employee or director in their dealings with Eskom;
- 5. Participation in the Procurement Process** means conceptualisation, proposal, specification, feasibility studies, sourcing, evaluation, benchmarking, negotiation, approval and awarding or withdrawal of offers / tenders in relation to orders / contracts for performing any work, providing any services, or supplying any material, article or equipment or performing any other act; and
- 6. Business Courtesy** means a gift or favour received from a person or a firm for which fair market value is not paid, and includes non-monetary gifts, meals, drinks, entertainment, hospitality, recreation, transportation, attendance prizes, discounts, tickets, passes, promotional items, materials, equipment and the like.

In order to give effect to the above, the following questionnaire must be completed and submitted as a returnable with your enquiry / tender/ attendance at a negotiation.

*** Delete whichever is not applicable.**

Are you or any other person who holds an interest in the Supplier named above (i.e. a shareholder, a director, or a member or partner, a line manager, or a fellow employee), employed by Eskom or serves as a director at Eskom? ***YES/NO**

If If so, state particulars

.....
.....
.....
.....

Are you, or any other person who holds an interest in the Supplier named above, a **close family** member to or an **associate** of an Eskom employee and/or director, who may be **participating in the procurement process** associated with this enquiry / tender / negotiation? ***YES/NO**

If If so, state particulars

.....
.....
.....
.....

Are you aware of any relationship which amounts to that of **close family** (i.e. related by birth, marriage, domestic partnership, adoption, guardianship or the like) or that of an **associate** (i.e. a friend, rival, business partner, neighbour, etc.) between person/s acting for or on behalf of the Supplier and an Eskom employee and/or director, who may be **participating in the procurement process** associated with this enquiry / tender / negotiation? ***YES/NO**

I If so, state particulars

.....
.....
.....
.....

Have you, or any other person who holds an interest in the Supplier named above, given a **business courtesy** to or received a business courtesy from an Eskom employee and/or director over the last 12 (twelve) months? ***YES/NO**

If If so, state particulars

.....
.....
.....
.....

If providing services as a consultant to Eskom, please state the particulars of any other services that the Supplier named above is currently rendering to any other Eskom business units, Eskom Divisions, Eskom subsidiaries, Eskom suppliers of primary energy (coal, water, fuel and associated logistics), Eskom suppliers of strategic commodities (specifically primary plant, IT hardware, IT software, construction services, consulting services and professional services), and key industrial customers. For purposes of this declaration a consultant is deemed to be a supplier that is providing Eskom with advice / contracted deliverables linked to specific technical and /or strategic issues that are core to Eskom's approved strategic direction, and /or where the services of a registered professional are required (e.g. attorneys, auditors, engineers, etc.).

Declaration of other work			
Name of Client	Nature of Services	Date/s of contract	Contact person/s and contact details

Name	Designation	Signature	Date
<i>[insert your full name/s]</i>	<i>[Insert your full designation]</i>		
Telephone number		Fax and/or e-mail address	

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-63152171	Rev	4
		Effective Date	01 January 2017		
		Review Date	November 2026		
Project Title		CATERING SERVICE - KZN OU			

CONFIDENTIALITY AGREEMENT
“Agreement”

Between

ESKOM HOLDINGS SOC LTD

and

NAME OF OTHER PARTY

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-63152171	Rev	4
		Effective Date	01 January 2017		
		Review Date	November 2026		
Project Title		CATERING SERVICE - KZN OU			

The Parties to this Agreement are:-

- I. **ESKOM HOLDINGS SOC LTD** a company incorporated under the laws of the Republic of South Africa, having its registered office at Megawatt Park, Maxwell Drive, Sunninghill ext.3, Sandton, Republic of South Africa, with registration number 2002/015527/06 [hereinafter referred to as **“the Disclosing Party”**].

- II. a company incorporated under the laws of [insert name of country], having its registered office at [registered address], with registration number [insert registration number], hereinafter referred to as **“the Receiving Party”**.

Hereinafter individually referred to as a “Party” and jointly as the “Parties”.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1.1 The Disclosing Party intends providing the Receiving Party with certain information relating to [state the nature of the discussions and the reason for the disclosure here] (**“the Project”**).

- 1.2 The parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the parties and their agents.

- 1.3 Notwithstanding the date of signature hereof, this agreement shall be binding upon the parties with effect from the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever date is the earliest.

- 1.4 Neither this Agreement nor the exchange of information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The parties shall only be bound to a business relationship by way of a further definitive written Agreement signed by the Parties.

- 1.5 The party disclosing the Confidential Information shall be known as the **“Disclosing Party”** and the party receiving Confidential Information shall be known as the **“Receiving Party”**.

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
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2. The Confidential Information

“**Confidential Information**” shall for the purpose of this Agreement mean all information and materials (whether in written, graphic, electronically stored or oral form) owned and/or developed by the Disclosing Party or its affiliates, including, without limitation, any technical, commercial, financial or marketing information, strategies, operations, know-how, trade secrets, processes, machinery, designs, drawings, formulae, test work data, equipment, notes, memoranda, methods and other natural resources, technical specifications and data relating to the Project (including, but not Ltd to, the information set out in 1.1 above), relating to the disclosing Party's business practices or the promotion of the disclosing Party's business plans, policies or practices, which information is communicated to the receiving Party, or otherwise acquired by the Receiving Party from the Disclosing Party, during the course of the Parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not.

3. Disclosure of Confidential Information

3.1 The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion.

3.2 The Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.

3.3 The Receiving Party agrees that it will not, during or after the course of its relationship with the disclosing party under this agreement and/or the term of this Agreement, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and to the extent of such authorisation, save in accordance with the provisions of this Agreement. In this Agreement “**third party**” means any party other than the Receiving and Disclosing Parties or their Representatives.

3.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its respective employees, agents, officers, directors, subsidiaries, associated companies, shareholders and advisers (including but not Ltd to professional financial advisers, legal advisers and auditors) (“**Representatives**”) on a need-to-know basis and for the purposes of the Project; provided that the Receiving Party takes

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
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whatever steps are necessary to procure that such Representatives agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties. For purposes of this clause, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.

3.5 Except as otherwise contemplated in this Agreement, the Parties agree in favour of one another not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than the Project without the prior written consent of the Disclosing Party.

3.6 Accordingly, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including, but not limited to, cost of cover, reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by the Disclosing Party and/or its Representatives arising from or in connection with the Receiving Party's unauthorized use or disclosure of the Disclosing Party's Confidential Information in violation of the Agreement.

4. Title

All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party to be proprietary and the exclusive property of the Disclosing Party. This Agreement shall not confer any rights of ownership or license on the Receiving Party of whatever nature in the Confidential Information.

5. Restricting on disclosure and use of the Confidential Information

5.1 The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

5.1.1 the Project; and

5.1.2 in accordance with the provisions of this Agreement.

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
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Project Title		CATERING SERVICE - KZN OU			

6. Standard of care

The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information but no less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

7. Return of material containing or pertaining to the Confidential Information

7.1 The Disclosing Party may, at any time, and in its sole discretion request the Receiving Party to return any material and/or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

7.2 If it is not practically able to do so, the Receiving Party shall destroy or ensure the destruction of all material and/or data in whatever form relating to the Confidential Information disclosed pursuant to the terms of this Agreement and delete, remove or erase or use best efforts to ensure the deletion, erasure or removal from any computer or database or document retrieval system under its or the Representatives' possession or control, all Confidential Information and all documents or files containing or reflecting any Confidential Information, in a manner that makes the deleted, removed or erased data permanently irrecoverable. The Receiving Party shall furnish the Disclosing Party with a written statement signed by one of its directors or duly authorized senior officers to the effect that all such material has been destroyed.

7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) business days of receipt of any such request.

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8. Excluded Confidential Information

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 8.1 is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
- 8.2 is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party;
- 8.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
- 8.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to enable the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;
- 8.5 is disclosed to a third party pursuant to the prior written authorisation and Ltd to the extent of such approval of the Disclosing Party;
- 8.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

9. Term

This Agreement shall commence upon the date referred to in date of signature and shall endure for a period of 3 (three) years after the date of termination of the relationship between the parties or at a date specified in any subsequent agreement(s) between the Parties in pursuance of the Project referred to herein.

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10. Additional Action

- 10.1 Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be reasonably necessary or desirable to give effect to the provisions of this Agreement.
- 10.2 Nothing contained in the Agreement shall be construed as creating an obligation on the part of either Party to refrain from entering into a business relationship with any third party. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties. Except as specified herein, neither Party shall have the right, power or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party. For the avoidance of doubt, nothing in this Agreement shall oblige either of the Parties to enter into any agreements or transactions whatsoever.

11. Breach

In the event that the Receiving Party should breach any of the provisions of this Agreement and fail to remedy such breach within seven (7) business days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not Ltd to, the institution of urgent proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of breach or threatened breach of the Agreement and/or an action for damages.

12. Amendments

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced in writing and signed by the duly authorised representatives of both Parties.

13. Enforcement

The failure or delay by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

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14. Representations & Warranties

- 14.1 Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.
- 14.2 The Disclosing Party warrants that disclosure of the Confidential Information to the Receiving Party:
- 14.2.1 will not result in a breach of any other Agreement to which it is a party; and
- 14.2.2 will not, to the best of its knowledge and belief, infringe the rights of any third party; and the Disclosing Party hereby indemnifies and holds the Receiving Party harmless against any liability for third party claims on such a basis.

15. Entire agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

16. Governing law

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

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17. Addresses and Notices

17.1 The Parties hereby choose the address for service ("domicilium") for all purposes under the Agreement the addresses set out below:

PARTY	PHYSICAL ADDRESS	POSTAL ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
ESKOM HOLDINGS SOC LTD	MEGAWATT PARK, MAXWELL DRIVE, SUNNINGHILL	P O BOX 1091 JOHANNESBURG 2000 SA	+27 11 800	+27 11 800	
INSERT PARTICULARS OF OTHER PARTY					

17.2 A Party may change its domicilium address, by giving thirty (30) business days prior notice in writing to the other Party.

17.3 Any notice given by one party to the other is deemed to have been received by the addressee:

17.3.1 on the date on which the it was delivered to the addressee's address if delivered by hand; or

17.3.2 on the seventh (7th) business day after the date of posting if sent by pre-paid registered post to the addressee's address; or

17.3.3 when received in legible form, if sent to the addressee's then telefax number.

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18. Severability

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions was not a part of this Agreement, and this Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

19. Assignment

19.1 Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

19.2 Notwithstanding the above, Eskom may on written notice to the other Party hereto, cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

20. Publicity

Neither party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other Party.

21. Interpretation

21.1 For the purposes of this Agreement the following rules of construction shall apply, unless the context requires otherwise:

21.1.1 the singular shall include the plural and vice versa;

21.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

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- 21.1.3 any reference to a person includes, without being Ltd to, any individual, body corporate, unincorporated association or other entity recognised under any law as having a separate legal existence or personality;
- 21.1.4 any word or expression defined in, and for the purposes of, this agreement shall if expressed in the singular include the plural and vice versa, and a cognate word or expression shall have a corresponding meaning;
- 21.1.5 references in this agreement to “clauses”, “sub-clauses” and are to clauses and sub-clauses of this agreement; and any reference in this agreement to this agreement or any other agreement, document or instrument shall be construed as a reference to this agreement or that other agreement, document or instrument as amended, varied, novated or substituted from time to time.
- 21.2 All the headings and sub-headings in this agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.

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Project Title		CATERING SERVICE - KZN OU			

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

SIGNED at _____ on _____

AS WITNESS:

For: **ESKOM HOLDINGS SOC LTD**
[No lower than an E-Band Manager to sign]

(Name of witness in print) Duly authorised

SIGNED at _____ on _____

AS WITNESS:

For: **[NAME OF OTHER PARTY]**

(Name of witness in print) Duly authorised

	Occupational Health and Safety Act: Section 37(2) Agreement - Form	Template Identifier	240-43921804	Rev	5
		Document Identifier	240-77037682	Rev	6
		Effective Date	December 2020		
		Review Date	December 2025		

**SECTION 37(2) AGREEMENT
CONCLUDED BETWEEN**

.....
[insert name of subsidiary or Eskom Holdings SOC Limited]

AND

.....
(Name of contractor/supplier)

I,[insert name of person representing contractor/supplier company)representing [insert name of contractor/supplier], do hereby acknowledge that [insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief details of project/service, for example, name, contract/project number] and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between (insert name of contractor/supplier) and [insert name of subsidiary or Eskom Holdings SOC Limited] which will ensure compliance by [insert name of contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of **(Contractor/supplier)**

Contractor Responsible Manager (*responsible for signing the contract on behalf of the contractor/supplier*)

Witnesses

1.
2.

Signed this day of 20 at (*Place*)

(Full name)..... (Signature) on

behalf of [insert name of subsidiary or Eskom Holdings SOC Limited]

(Contracts and/or Project Manager or Representative)

Witnesses

1.
2.

DECLARATION OF INSURANCES

I hereby declare that the insurance policies as required in terms of this Contract are in place and copies thereof will be made available if requested.

Signed this day of 20..... at

(Place)

(Full name)..... (Signature)on

behalf of (supplier/contractor)

	C3 List of Eskom Policies and Procedures related to the Tender	
--	---	--

The following policies and procedures are applicable to this tender:

Name of Policy / Procedure	Reference
The Eskom Code of Ethics (Standard 32-527)	32-527
Supplier Contract Quality Requirement Specification	QM58 A& B; Form A& B

.....
CONTRACTOR'S NAME:

.....
CONTRACTOR'S SIGNATURE:

.....
DATE:

1

NEC3 Terms Services Contract

PART ONE – S,D,L AND I REQUIREMENTS

NEC3 Terms Services Contract

**The Provision of Catering Services for Mersey Training Centre,
Pietermaritzburg and Durban Areas in the KwaZulu Natal
Operating Unit for the training interventions and business
meetings on an as and when required basis for a period of
thirty-six (36) months.**

ENQUIRY NUMBER : KZN 131

TENDERER NAME : _____

**TENDER CLOSING
DATE : 01 July 2024 at 10:00 AM**

SDL& I Check List

(This check list can be used for guidance on submission of documents for SDL& I)

	Documents to complete /sign and submit	Tick Box
1	SDL&I Bidder's Document	
2	Valid B-BBEE certificate issued by a SANAS accredited verification agency / Valid sworn affidavit / BBBEE Certificate issued by CIPC for EME companies	
3	CIPC Registration Document	
4	Identity Documents of shareholder(s)	
5	Shares Certificate where applicable	
6	Latest Financial Statements corresponding to the financial date reflected on the sworn affidavit	
7	SBD 6.2	n/a
8	Annexure C	n/a
9	Annexure D	n/a
10	Annexure E	n/a
11	Proof of sub-contracting agreement/s	n/a
12	Sub-contractor/s valid B-BBEE certificate issued by a SANAS accredited verification agency / valid sworn affidavit / BBBEE Certificate issued by CIPC for EME companies	n/a

ATTACH A VALID SWORN AFFIDAVIT
OR
BBBEE CERTIFICATE ISSUED BY CIPC
OR
A VALID CERTIFIED COPY OF SANAS ACCREDITED
BBEE CERTIFICATE

CONFIRMING BBBEE STATUS
OF YOUR COMPANY

If Compiling the Template - Please use the DTI Affidavit Template provided.

The Template is uploaded under the COMMERCIAL FOLDER - SDL&I SUB FOLDER on the advertised enquiry on the Eskom Tender Bulletin.

KEY ELEMENTS OF BBBEE SWORN AFFIDAVIT

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- a) Name/s of deponent as they appear in the identity document and the identity number.
- b) Designation of the deponent as the director, owner or member must be indicated in order to know that person is duly authorized to depose of an affidavit. **(Underline or circle Whichever is applicable).**
- c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- d) 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).**
- e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account. **(Underline the applicable option).**
- f) 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**).
- g) B-BBEE Status level. An enterprise can only have one status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- i) 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).**
- j) 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
- K) Sworn Affidavits attested / signed by a Commissioner of Oaths as a true copy **stamp** will not be accepted

Attach CIPC Registration Document Here

Suppliers/Contractors with at least 51% black ownership shall submit certified copies of Cipro/CIPC registration documents, directors' identity documents together with their shareholders/joint venture agreement.

Attach Shareholder/Director/Member certified copy of Identity Documents Here

Suppliers/Contractors with at least 51% black ownership shall submit certified copies of Cipro/CIPC registration documents, directors' identity documents together with their shareholders/joint venture agreement.

**Attach Certified Copy of Shareholders
Certificate Here**

This is applicable for PTY(Ltd) Entities

ATTACH PROOF THAT YOR COMPANY IS REGISTERED
ON CSD HERE

Attach Joint Venture Agreement if applicable

In the case of joint ventures where the black ownership is 51% or more: A Joint venture agreement shall be submitted, with the roles and activities of each party clearly stated and in proportion to shareholding, and where this is not done, the joint venture agreement will be deemed to be non-responsive.

**ATTACH A VALID SANAS ACCREDITED BBEE
CERTIFICATE IN THE EVENT OF A JOINT VENTURE**

Attach Medical Certificates Here

Companies claiming to be owned by Black People Living with disabilities shall submit medical certificates which will indicate that the owners of the companies are living with disabilities.

**Attach your latest Financial
Statements here**

Financial Year End February 2023

**IF YOU CANNOT PROVIDE YOUR
LATEST FINANCIALS
FOR FINANCIAL YEAR END
FEBRUARY 2023 -**

**KINDLY PROVIDE A LETTER ON
YOUR COMPANY LETTERHEAD
PROVIDING A REASON FOR
NON-SUBMISSION**

	Bidders Document	Document Identifier	240-148918142	Rev
		Effective Date	01 April 2023	
		Review Date	April 2026	

Description/ Scope of Work	Catering – Pietermaritzburg and Durban
Duration of the Project	3 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

- **Valid** BBBEE certificate issued by a SANAS accredited verification agency **or** a **valid** sworn affidavit **or** a **valid** BBBEE Certificate issued by CIPC for EME companies or for joint ventures a **valid** BBBEE certificate issued by a SANAS accredited verification agency in the **name of the joint venture**

NB: Supporting documents may be requested during evaluation (This list is not exhaustive):

- Proof of ownership / shareholding (CIPC registration documentation) inclusive of shareholding breakdown
- ID copies of shareholder(s) or owner(s) of the business
- Proof of Disability of owner(s) of the business (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 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
☐	☒

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory at contract award**.

2.2 CIDB Skills Development

Continuation of Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
☐	☒
Not applicable	

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	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

2.3 National Industrial Participation Programme - Not Applicable

2.4 Mandatory Subcontracting as condition of award – Not Applicable

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 certificate

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
	100%	

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

- 4. 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.

Jobs to be created	Jobs to be retained

5. Skills development – Not Applicable

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 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.

Skill type / Occupation	Eskom target	Proposed Number of Candidates
Not Applicable		

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: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The 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

Section 4: SDL&I Penalty and Performance Security – Not Applicable

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:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring – Not Applicable

- The suppliers shall on a 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 6: 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 Tenderer (Company):

Tenderer representative:

Representative signature:

Date: