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NEC3 Term Services Contract

PART ONE – COMMERCIAL REQUIREMENTS

The Provision of Catering Services with an EME /QSE Level 1 or Level 2 supplier for Mersey Training Center, Mkondeni Office, Pietermaritzburg and Durban surrounding areas in KZN Operating Unit, on an as and when required basis.

ENQUIRY NUMBER : KZN0136/YH

TENDERER NAME : _____

**TENDER CLOSING
DATE : 10 DECEMBER 2021 at 10:00 AM**

CONTRACTOR INFORMATION

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

1.	Eskom Vendor Registration Number	
<p>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.</p>		

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.	Expiry Date as per Compensation for Occupational Injuries and Diseases Act (COID)	
12.	Nature of Business as per COID certificate	

13.	Shareholders as per Declaration of Shareholding or Beneficiaries	
	Names of all Shareholders	Identity Number of all Shareholders
		Number / Percentage of Shares

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

19. COMPANY BANK DETAILS

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

MANDATORY REQUIREMENTS

**ATTACH PROOF THAT YOUR COMPANY IS REGISTERED
ON CSD HERE**

**THIS IS A MANDATORY REQUIREMENT – FAILURE TO
PROVIDE THIS REQUIREMENT IN YOUR TENDER
SUBMISSION WILL DEEM YOUR TENDER NON-
RESPONSIVE AND YOUR TENDER WILL NOT BE
EVALUATED FURTHER**

**ATTACH A VALID CERTIFIED SANAS ACCREDITED
BBEE CERTIFICATE OR VALID CERTIFIED SWORN
AFFIDAVIT CONFIRMING STATUS AS AN EME OR QSE
LEVEL 1 - 2 COMPANY**

Please use the DTI Affidavit Template that is applicable to your company. The Template is uploaded under the COMMERCIAL FOLDER - BBBEE AFFIDAVITS SUB FOLDER on the advertised enquiry on the Eskom Tender Bulletin.

- EME's – Valid sworn affidavit (DTI Template) must be attested/signed by a Commissioner of Oaths.
- QSE's – Valid sworn affidavit (DTI Template) must be attested/signed by a Commissioner of Oaths OR B-BBEE Certificate from SANAS accredited verification agency.

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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 VALID CERTIFIED SANAS ACCREDITED
HACCP CERTIFICATE (HAZARD ANALYSIS &
CRITICAL CONTROL POINTS)**

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ATTACH FULLY PRICED BOQ - SHOULD THE BOQ NOT BE COMPLETED IN ITS ENTIRETY THE SUPPLIER WILL BE DISQUALIFIED.

THIS IS A MANDATORY REQUIREMENT – FAILURE TO PROVIDE THIS REQUIREMENT IN YOUR TENDER SUBMISSION WILL DEEM YOUR TENDER NON-RESPONSIVE AND YOUR TENDER WILL NOT BE EVALUATED FURTHER

BOQ - PROVISION OF CATERING SERVICES - MERSEY, PMB & DURBAN AREAS - KZN0136/YH		
Meals:	UNIT	RATE excluding vat
Breakfast (as per the breakfast specification table)	Per meal	
Lunch - Mersey training Centre (as per the lunch specification table)	Per meal	
Lunch - Pietermaritzburg and Durban Areas (as per the lunch specification table)	Per meal	
Dinner(as per the dinner specification table)	Per meal	
Drinks Options:	UNIT	RATE excluding vat
300ml Can of Cold drink	Each	
500ml Bottled water add to scope	Each	
300ml Can of 100% Fruit juice	Each	
Braai Options:	UNIT	RATE excluding vat
Braai Coal, Pap, Chutney , 2 salads and 2 bread rolls	Per person	
Steak 180 gram	Each	
Lamb Chop 200 gram	Each	
Wors/Mutton sausage 160 gram	Each	
Chicken Drumstick 150 gram	Each	
Snacks Options:	UNIT	RATE excluding vat
Assorted muffins with butter	Each	
Scones with butter	Each	
Scones with butter and cheese, or, jam and cream	Each	
Toasted Sandwiches with assorted fillings	Each	
Whole fresh fruit	Each	
Lunch Pack including packaging and condiments (as per the lunchpack specification table)	Per pack	
Yoghurt	Each	
Provision for Special Meals (health meals, vegetarian meals, Halaal meals, kosher meals and special	UNIT	RATE excluding vat
The provision and serving of Special Meals	% markup of meal cost	
Transport		
*Travelling will be paid from the Base Station	Km (SUV)	
	Km(Bakkie with canopy)	
**Base Station is Mersey Training Centre.		
Other:	UNIT	RATE excluding vat
Long life milk (full cream / low fat) for mid-morning and afternoon tea/coffee	Per Litre	
Polystyrene foam 2 division meal box with a plastic spoon, fork and knife	Per Set	
Food Delivery Service	Per Km	
	(incl. toll fees and parking fees)	
*Travelling will be from the base station.	SUV	
	Bakkie with Canopy	
**Base Station is Mersey Training Centre. Travelling costs will only be for the delivery of food to site, which has been prepared at the Mersey Training Centre.		
Cleaning of the kitchen, grocery storerooms and dining hall, as per the service information and applicable regulations	Monthly	
Pest Control in the kitchen, grocery storerooms and dining hall, as per the service information and applicable regulations	Monthly	
Provision of COVID SHE requirements	Monthly	
Cleaning of the extractor hood	Per service	
Cleaning of the fat trap	Per service	
Provision of Hygiene Audit Report	Per report	
Adhoc items requested by Service Manager	% markup of Quote	

**COMPLETE FORM SBD1 IN THE INVITATION TO
TENDER (ALSO ON THE NEXT PAGE FOR EASE OF
REFERENCE)**

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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)	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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-FILEING. 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)? <input type="checkbox"/> YES <input type="checkbox"/> 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
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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB:BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an

organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

1)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	as prescribed by the B-BBEE Codes of Good Practice;	A	sworn affidavit
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:-

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) 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;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p>
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COMMERCIAL REQUIREMENTS

PRINT INVITATION TO TENDER

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

AND

ATTACH INVITATION TO TENDER HERE

NEC CONTRACT DATA



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 at Mersey Training Centre and Pietermaritzburg & Durban Areas in the KwaZulu Natal Operating Unit for a period of 36 months (3 years)

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.

Options A or C	The offered total of the Prices exclusive of VAT is	RATES BASED
	Sub total	RATES BASED
	Value Added Tax @ 15% is	RATES BASED
	The offered total of the amount due inclusive of VAT is ¹	RATES BASED
	RATES BASED	

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

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: <i>Service</i> 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	[•]	[•]
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)

Name &
signature
of witness

Date

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 this Scope of Work

	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	_____		_____

INTEGRITY DECLARATION FORM

1. 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:-

- the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors in the state or a state owned entity.
- the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors of Eskom
- the *tenderer/s* employees/directors are also employees/contractors/consultants or directors in another entity together with Eskom employees/consultants/contractors/ directors
- 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:-
 - an individual is related to another individual if they are married, or live together in a relationship similar to marriage;
 - or are separated by no more than two degrees of natural or adopted consanguinity or affinity;
 - 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
- **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”
- 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;

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

1. 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. _____
2. Do the tenderer/s and other tenderer in this tendering 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** will be disqualified if the tenderer, or any of its directors have:

- abused the institution's procurement process (e.g. bid rigging/collusion)
- 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	No
1.1	<p>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</p> <p><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 parten rule was applied].</i></p> <p>The Database of Restricted Suppliers can be accessed on the National Treasury's website (www.treasury.gov.za).</p>		
1.2	<p>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)</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za).</p>		
1.3	<p>Was the <i>tenderer/s</i> (or any of its directors/members/shareholders) 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?</p>		
1.3.1	Provide details.		
1.4	<p>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</p>		
1.5	<p><i>Is there any history/record of the tenderer/s (or any of its directors/members/shareholders) failing to meet their contractual obligation with any SOC?</i></p>		

I, the undersigned, _____ hereby confirm that I am duly authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of _____ (insert the full legal name of the tenderer)

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.

Signature:	
Designation and capacity in which signing:	
Date:	


Joint Ventures

I, the undersigned, _____ 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).

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 this declaration prove to be false.

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.

 Eskom	Supplier Declaration of Interest	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-59385360	Rev	3
		Effective Date	01 February 2015		
		Review Date	November 2023		

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

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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 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 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**

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 so, state particulars

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

If providing services as a consultant to Eskom, please state the particulars of any other services

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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	of	Contact person/s and contact details

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

	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**

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)

.....

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

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*)

. (*Signature*) on

behalf of [insert name of subsidiary or Eskom Holdings SOC Limited]
(Contracts and/or Project Manager or Representative)

Witnesses

1.
2.


 Eskom	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 2023		
Project Title		PROVISION OF CATERING SERVICES FOR MERSEY, PMB & DURBAN IN KZN OU ON AN AS AND WHEN REQUIRED BASIS			

CONFIDENTIALITY AGREEMENT
“Agreement”

Between

ESKOM HOLDINGS SOC LTD

and

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
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		Effective Date	01 January 2017		
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Project Title		PROVISION OF CATERING SERVICES FOR MERSEY, PMB & DURBAN IN KZN OU ON AN AS AND WHEN REQUIRED BASIS			

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.

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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**”.

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

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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 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 Ltd 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.

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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.

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.

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

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date specified in any subsequent agreement(s) between the Parties in pursuance of the Project referred to herein.

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.

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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.

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.

17. Addresses and Notices

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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.

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

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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
- 21.1.6 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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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

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	
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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

CHECKLIST OF SHEQ ANNEXURES TO BE READ AND UNDERSTOOD BY THE CONTRACTOR
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No.	Document Description	Unique Identifier	Acceptance
1.	Operating a Vehicle Mounted Crane	240-77858652	
2.	Road Crossing Overhead Lines (Intermediate Poles on both sides of the Road)	34-318	
3.	Maintain Overhead LV Lines under Energised HV Lines (11/22 kv)	34-307	
4.	Road Crossing Overhead Lines (Strain One Side and Intermediate on the other side)	240-145514226	
5.	Excavations	240-100176167	
6.	Eskom Vehicle Specification	32-345	
7.	Backfill and Compacting of Excavations	34-183	
8.	Excavation for Lines & Substations	240-129249916	
9.	Covering of Cable Trenches	34-276	
10.	Barricading of Exposed Excavations	240-134795927	
11.	Installation of Pole-Mounted Transformer on a Reticulation Line	240-129252518	
12.	Stringing of Conductors and Connections of Droppers	34-288	
13.	Installation of Post Insulators	240-129252792	
14.	Installation of Surge Arrestors	34-294	
15.	Installation of Earthing on Sub-Transmission Line Structures	34-295	
16.	Task Manual for Mechanical Handling of Rural Line Poles and Cross arm On a Pole-Trailer and Truck	240-1346388776	
17.	The use, care, Maintenance and Transportation of Crane Mounted Aerial Bucket	34-1660	
18.	Vehicle and Driver Safety Management Procedure	240-62946386	
19.	Access to Private Property (includes strategy on accessing game reserves / farm / small holdings)	240-80605256	
20.	Working At height Procedure	32-418	
21.	Manual Replacement of a Rotten / Damaged Wooden pole structure	240-97759835	
22.	Replacement of Pole Mounted Transformer	240-77090525	
23.	Replacement of pole dead end assembly	240-129277459	
24.	Replacement of a rotten or broken pole with a vehicle mounted crane	34-96	
25.	Lifting, Installing and securing of LV and MV Cable onto vertical structures	240-76677057	
26.	Tensioning of Stay Wires on an energized Overhead Lines	240-68701299	
27.	Joining LV Conductor and Aerial Bundle conductor (Dead Work)	240-66129387	
28.	Build LV under Dead MV Lines on the same structure	34-102	
29.	Physical Material Handling	34-106	
30.	Stay Assembly Maintenance and Repair	34-107	
31.	Road Crossing Overhead Lines Strain Poles on both Sides	34-222	
32.	Install / Replace Surge Arrestors (Up to and Including 33KV)	34-313	
33.	Replacement of Cross Arm	34-1987	
34.	Working with Petrol Drilling Machine	34-2119	

35.	Pulling / Strengthening of Leaning poles	34-2249	
36.	Operating a Hydraulic Auger attached to a vehicle mounted crane	240-51065201	
37.	Working on suspect for unclassified poles	240-147749433	
38.	Dismantling of Overhead Lines	240-77090523	
39.	Identifying, Analysing and Observing Tasks According to its Criticality	34-380 (32-520)	
40.	Emergency Planning Procedure	32-123	
41.	Replacement Process for Working at Heights PPE Standard	KZN 16CSTI-168	
42.		34-99	
43.	Occupational H&S Risk Assistance Procedure	32-520	
44.	MV Fuse Replacement	240-134634269	
45.	Drill holes underneath or in close proximity of High Voltage Apparatus with a drilling rig.	240-134697232	
46.	Stringing of MV & HV Lines	34-180	
47.	Operating Jackhammers	240-100176182	
48.	Assembly of Structures	34-182	
49.	Campsite Establishment	34-184	
50.	Access to Worksite	34-2208	
51.	Installation of Tubular Bus bar	34-296	
52.	Shoring of Excavation for Lines and Substations	34-301	
53.	Install Earth Mat in Substation	240-129250746	
	Installation of yard lighting in a substation	34-282	
54.	Metering commissioning / remote commissioning	34-2211	
55.	Dynamic Core Perimeter Test	240-129239389	
56.	Casting of Concrete	240-129231187	
57.	Eskom Substance Abuse Procedure	32-37	
58.	Incident Management Standard	240-131838225	
59.	Incident Management Procedure Rev.8	32-95	
60.	Installation of Control Panels	34-289	
61.	Installation of Isolators	240-129251032	
62.	Installation of Junction Boxes	240129251311	
63.	Installation of NEC's & NERS	34-292	
64.	Installation of Pre-Paid Meters	240-129252968	
65.	Installation of Prepaid Split Meters	240-142000175	

Normative

Act	Legislation
Act No 108 of 1996	Constitution of the Republic of South Africa
Act 83 of 1993	Tobacco Products Control
Basic Conditions of Employment	Act No 75 of 1997.
National Road Traffic	Act 93 of 1996
National Environmental Management	Act NEMA 107 of 1998.
Occupational Health and Safety	Act and Regulations No 85 of 1993
Developing a SHE Specification and SHE Plan	32-524
Eskom Procurement and Supply Management Procedure	32-1034
Contractor Health and Safety Requirements	32-136

I hereby acknowledge that I have read and understood all of the above-mentioned SHEQ Policies / Annexures and they are applicable to this contract.

.....
CONTRACTOR'S NAME:

.....
CONTRACTOR'S SIGNATURE:

.....
DATE:

Please insert Supplier Evaluation Pack here

**Attach your latest Financial
Statements here**

2020/2021 Financial Year



1

NEC3 Term Services Contract

PART ONE – S,D AND L REQUIREMENTS

The Provision of catering services with an EME /QSE Level 1 or Level 2 supplier for Mersey Training Center, Mkondeni Office, Pietermaritzburg and Durban surrounding areas in KZN Operating Unit, on an as and when required basis.

ENQUIRY NUMBER : KZN 0136/YH

TENDERER NAME : _____

**TENDER CLOSING
DATE : 10 DECEMBER 2021 at 10:00 AM**

**ATTACH A VALID SANAS ACCREDITED BBEE
CERTIFICATE OR VALID SWORN AFFIDAVIT
CONFIRMING STATUS AS AN EME OR QSE
LEVEL 1 - 2 COMPANY**

Please use the DTI Affidavit Template that is applicable to your company. The Template is uploaded under the COMMERCIAL FOLDER - BBEE AFFIDAVITS SUB FOLDER on the advertised enquiry on the Eskom Tender Bulletin.

- EME's – Valid sworn affidavit (DTI Template) must be attested/signed by a Commissioner of Oaths.
- QSE's – Valid sworn affidavit (DTI Template) must be attested/signed by a Commissioner of Oaths OR B-BBEE Certificate from SANAS accredited verification agency.

**THIS IS A MANDATORY REQUIREMENT – FAILURE TO
PROVIDE THIS REQUIREMENT IN YOUR TENDER
SUBMISSION WILL DEEM YOUR TENDER NON-
RESPONSIVE AND YOUR TENDER WILL NOT BE
EVALUATED FURTHER**

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

SD AND L MATRIX - TO BE COMPLETED

Skills Development matrix is not a criterion that is weighted, however tenderers are encouraged as part of the tender submission to propose skills development through the SD&L matrix which will be negotiated with successful tenderers prior to signing of the contract.

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Local Procurement

Table 1: Local Procurement				
Criteria	Weight%	Total Target%	Proposed Target%	Total score Overall
Local Procurement to South Africa	100%	100%		
Total	100%	100%		

Job Creation (Non-weighted criterion)

Job creation proposal by tenderers does not form part of the tender evaluation criterion. It is however, part of Eskom's contribution towards the Government's job-creation initiatives as contained in the New Growth Path (NGP) and the National Development Plan (NDP).

Eskom has made a number of empowerment commitments to the local communities surrounding the areas where construction activities are conducted; amongst these are commitments to be considered for local empowerment possibilities

Criteria	Tenderer's Proposal
Number of jobs to be <u>created</u> as a result of this contract	
Number of jobs to be <u>retained</u> as a result of this contract	

Tenderer to also provide breakdown of jobs to be created and/or retained in this table:

Category	Jobs to be retained	Jobs to be created
Management		
Expert Skills		
Skilled workers		
Semi-skilled		
Unskilled		
Total		

Companies claiming to be owned by Black People Living with disabilities

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.**