

# INVITATION TO TENDER FOR A NEW FIVE-YEAR LEASE AGREEMENT OF HERITAGE STEAM LOCOMOTIVES X 5

ENQUIRY NUMBER: OLT2099320

CLOSING DATE : 12 JANUARY 2024 @ 10.00 AM (SOUTH AFRICAN STANDARD TIME)

Issue Date:  
**30 NOVEMBER 2023**

Ref: **OLT2099320**

Enquiry:  
Name: Obakeng Mokale  
Tel: +27 14 763 8365  
Email: [mokaleo@eskom.co.za](mailto:mokaleo@eskom.co.za)

## INVESTMENT RECOVERY SECTION

TENDER ENQUIRY No. - OLT2099320

### 1. Background Information

- Eskom has preserved 6 locomotives that it previously used to transport coal from colliery to power stations. This is as a statutory requirement as per National Heritage Resources Act (NHRA) of 1999, which prescribes that all state-owned entities must preserve heritage of their entities.
- The six locomotives namely, Kitson (Kitty) which was declared a National Monument on the 29 April 1983. The others being Avonside, Komati, La Moye, Henschel and Hunslet.
- Eskom intends to lease five of the six locomotives due to lack of financial resources to maintain these steam locomotives. Exco supported the decision in 2021 in ensuring that Eskom is in compliant of the NHRA requirements. This will aid proper maintenance of the locomotives.
- Avonside, Komati, La Moye, Henschel and Hunslet are intended to be on loan/ leased to interested organisations.
- Various organisations have expressed interest in leasing the locomotives however, there need to be a transparent process as to who can lease the locomotives.
- Heritage Railway Association of South Africa (HRASA) was invited to spearhead in ascertaining the value and the most appropriate way forward in preserving the locomotives which is in line with the National Heritage Resources Act of 1999. HRASA provided four options and recommendations following a site visit at Rosherville:

	<b>Investment Recovery Offer to Purchase Template OLT2091732</b>	<b>Template Identifier</b>	240-75978567	<b>Rev</b>	2	
		<b>Effective Date</b>	01 June 2021			
		<b>Review Date</b>	June 2024			

You are kindly invited to submit your offer to lease out STEAM LOCOMOTIVES x 5, heritage property owned by Eskom as detailed in the scope of work below:

Eskom requires interested organisations to lease either or all five heritage steam locomotives for a period of five years with an option to renew.

The locomotives are:

- I. Avonside
- II. Komati
- III. La Moya
- IV. Henschel
- V. Hunslet

**The successful organisation will be responsible for the following:**

- 1) Collection and transportation of the locomotives from Eskom Rotek Industries in Rosherville, Germiston, Gauteng to the chosen site is for successful bidder's cost
- 2) The successful bidder will be responsible for the maintenance of the locomotives. None of the locomotives may be modified in such a way that it reduces their historical value
- 3) The organisation must be in good financial standing.
- 4) The organisation must insure the locomotives to cover damage due to theft, defacement, natural disasters, acts of "God", and fire.
- 5) Interested organisations must be members of HRASA (Heritage Railway Association of South Africa) in good standing and be registered with South African Heritage Resources Agency (SAHRA).

**1. Payment and collection of steam locomotives.**

- 1.1. Pay an annual fee of R1200, regardless of whether the Lessee uses the Steam Locomotive for the Agreed Purpose.
- 1.2. All costs associated with the collection and return of the steam locomotives shall be carried by the bidder.
- 1.3. The bidder acknowledges and accepts that the steam locomotives cannot be removed from the location specified without the prior written consent of Eskom.
- 1.4. The steam locomotives shall only be collected, returned, or moved by Eskom Rotek Industries.

**2. Maintenance**

- 2.1. The bidder must ensure that maintenance is undertaken on the steam locomotives within the first 12 months of delivery according to the National Heritage Resources Act of 1999 (NHRA).
- 2.2. Assessment on condition of the locomotives will be done every 24 months by Eskom.

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- 2.3. In the execution of maintenance, the bidder may not modify the steam locomotives to reduce their historical value
- 2.4. The successful bidder must be a member of HRASA for a clear understanding of the management and maintenance of heritage railway assets.
- 2.5. Should the bidder appoint a third party to conduct the maintenance on steam locomotive(s), the bidder may only appoint a contractor who is accredited by HRASA and has the necessary expertise to maintain heritage steam locomotives. Maintenance records should be made available to Eskom.
- 2.6. The maintenance schedule will vary depending on the location, and use of the locomotive thus each bidder need to provide a maintenance plan for their specific for their business.

### 3. Good financial standing

- 3.1. The bidder must be in good financial standing and have the necessary means to fund the maintenance thereof.

### 4. Insurance cover

- 4.1. The bidder must have the necessary insurance cover in place for the duration of the lease.
- 4.2. The insurance must cover the current value of the locomotives in possession of the bidder.

## 5. LOCOMOTIVES DISCRPTION

NAME OF LOCOMOTIVE	TYPE	WHEEL FORMATION ARRANGEMENT	WORKS NUMBER	TRACTIVE FORCE (POUNDS)	YEAR BUILT	OBTAINED BY
La Moye	Ex-Jersey Island Railway	2-4-0 T	1 105	13 728	1907	VFP/ESCOM
Henschel (Vierfontein)	Side tank	2-6-2 T	28 382	14 600	1950	ESCOM
Hunslet	Port Elizabeth Harbour Board saddle tank	2-6-0 ST	790	11 700	1902	VFP
Avonside	Side tank	4-8-2 T	2 009	26 504	1927	ESCOM
Komati	Side Tank	0-8-0 T Later 0-6-2 T	1574	22 300	1926	VFP/ESCOM

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## 1. ENVIRONMENTAL REQUIREMENTS

Any environmental requirements indicated in the attached environmental due diligence report, but not limited thereto, needs to be addressed by the Lessee for his account.

## 2. INSPECTION AND VIEWING

Should you be interested in viewing the site or need more information you can contact Sanelisiwe Mqadi at +27 72 636 6392, or email [MqadiS@eskom.co.za](mailto:MqadiS@eskom.co.za).

## 3. SUBMISSION OF THE “OFFER TO LEASE A LOCOMOTIVE”

Your quotation, as submitted by you on the “Offer to Purchase” document shall be marked, **Offer to Lease Confidential Enquiry No. OLT2099320** and submitted as follows :

By Email to: [Informaltendering@eskom.co.za](mailto:Informaltendering@eskom.co.za)

### **Please note the following rules with respect to online submission (Formal & Informal Tendering)**

- a. Please ensure that the email subject line only contains the OLT2099320 Enquiry number as per heading and no other information. Do not add any text to the subject line. Do not add any space in between the prefix and the enquiry number.
- b. Ensure that all files submitted is in a PDF format.
- c. Ensure that the enquiry number is stipulated in the subject line on all e-mails if multiple emails are sent
- d. Ensure that you receive a confirmation email after submitting your documentation for Informal Tendering. Please follow up immediately via the email address of the respective asset disposal officer if you did not receive this.
- e. Maximum attachment size per email is 10MB. It is the supplier’s obligation to ensure that the attachments per email do not exceed this limit.
- f. Please note closing date and time on the RFQ. Your submission will not be evaluated if it is received after the closing date and time of the RFQ.
- g. All tender returnables/documentation must be submitted to [Informaltendering@eskom.co.za](mailto:Informaltendering@eskom.co.za) only. E-mails to any other address

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(except for clarifications) will not be accepted. Failure to comply these rules will result in your tender being disqualified.

For commercial clarification send an email to [mokaleo@eskom.co.za](mailto:mokaleo@eskom.co.za)

All requests for clarifications and responses must be in writing. Eskom will respond to requests for clarification received within one (1) – two (2) working days before the tender closing deadline, depending on the enquiry duration and complexity.

The closing date is 10.00 AM on FRIDAY, 12 JANUARY 2024

**ALL OFFERS TO PURCHASE ARE TREATED AS CONFIDENTIAL!  
NO LATE OFFERS WILL BE ACCEPTED!**

#### 4. NOTES

A person interested in leasing space must send in a business proposal, company registration, Tax clearance certificate and a three months bank statements. The business proposal must offer essentials that would benefit employees and contractors in the premises.

#### STANDARD CONDITIONS OF TENDER

- Please quote the tender enquiry number on all correspondence.
- Please take note of the STANDARD CONDITIONS OF TENDER, (attached) noted in this letter and any amendments that accompany the TENDER ENQUIRY **OLT2099320**. The tenderer should understand that his / her signed Offer to Purchase serves as his legal agreement to the Standard conditions of tender.
- The Tender Data makes several references to the **Eskom Standard Conditions of Tender** and in those instances, the clause numbers are referenced hereunder. If the **Eskom Standard Conditions of Tender** is not attached to the **Invitation to Tender/Request for Proposal**; then the tenderers are required to download this from [www.eskom.co.za](http://www.eskom.co.za). The **“Tender Data”** as detailed herein shall take precedence over the **Standard Conditions of Tender** in the event of any ambiguity or inconsistency between the two documents.

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## 5. SCOPE OF WORK – Leasing of Eskom heritage locomotives

Eskom requires interested organisations to lease either or all five heritage steam locomotives for a period of ten years with an option to renew.

The locomotives are:

- I. Avonside
- II. Komati
- III. La Moye
- IV. Henschel
- V. Hunslet

**The successful organisation will be responsible for the following:**

- 1) Collection and transportation of the locomotives from Eskom Rotek Industries in Rosherville, Germiston, Gauteng to the chosen site is for successful bidder's cost
- 2) The successful bidder will be responsible for the maintenance of the locomotives. None of the locomotives may be modified in such a way that it reduces their historical value
- 3) The organisation must be in good financial standing.
- 4) The organisation must insure the locomotives to cover damage due to theft, defacement, natural disasters, acts of "God", and fire.
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- 1.3. The bidder acknowledges and accepts that the steam locomotives cannot be removed from the location specified without the prior written consent of Eskom.
- 1.4. The steam locomotives shall only be collected, returned, or moved by Eskom Rotek Industries.

### 2. Maintenance

- 2.1. The bidder must ensure that maintenance is undertaken on the steam locomotives within the first 12 months of delivery according to the National Heritage Resources Act of 1999 (NHRA).
- 2.2. Assessment on condition of the locomotives will be done every 24 months by Eskom.
- 2.3. In the execution of maintenance, the bidder may not modify the steam locomotives to reduce their historical value

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- 2.4. The successful bidder must be a member of HRASA for a clear understanding of the management and maintenance of heritage railway assets.
- 2.5. Should the bidder appoint a third party to conduct the maintenance on steam locomotive(s), the bidder may only appoint a contractor who is accredited by HRASA and has the necessary expertise to maintain heritage steam locomotives. Maintenance records should be made available to Eskom.
- 2.6. The maintenance schedule will vary depending on the location, and use of the locomotive thus each bidder need to provide a maintenance plan for their specific for their business.

### 3. Good financial standing

- 3.1. The bidder must be in good financial standing and have the necessary means to fund the maintenance thereof.

### 4. Insurance cover

- 4.1. The bidder must have the necessary insurance cover in place for the duration of the lease.
- 4.2. The insurance must cover the current value of the locomotives in possession of the bidder.

## 6. CRITERIA USED FOR EVALUATION OF OFFERS

In terms of the Eskom Lease Act, the following criteria will be used in the evaluation and awarding of the contract:

<b>Evaluation Criteria</b>	<b>Weighting</b>
Financial – Best price	100%

## 7. TENDER RETURNABLES

The tenderer must submit the returnable set out hereunder as part of its tender at the stipulated deadline.

### **NOTE:**

**\* Returnable required at Tender closing (disqualifiable) - These returnable are required to be fully completed, signed (if required on the returnable) and submitted with the tender at Tender closing date and time. If not fully completed, signed (if required on the returnable) and/or submitted by tender closing the tender will be disqualified.**

**\*\* Returnable required at Tender closing. (Non-disqualifiable) – These returnable are also required to be fully completed, signed (if required on the returnable) and submitted with Tender at Tender closing date and time, however, if not submitted by Tender closing, the Disposal Officer will request in writing the outstanding returnable to be**

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submitted within 5 working days. If the requested returnable are not fully completed, signed (if required on the returnable) and/or received by the Disposal Officer within 5 working days of the request; the tender will be disqualified.

# These returnable are mandatory for evaluation and therefore required at tender closing time and date. These will not be requested by the Procurement Practitioner; however the tenderer will not be disqualified but score zero.

Reference	Returnable From Suppliers	Returnable required at Tender closing (disqualifiable)*	Returnable required at Tender closing. (Non-disqualifiable) **	Returnable required prior to Contract Award
<b>Annexure A</b>	Acknowledgement Form		✓	
<b>Annexure B</b>	SBD 4 – Bidders Disclosure		✓	
<b>Additional Documents required in event of JV:-</b>	Letter of intent to form a JV/consortium or Valid joint venture agreement confirming the rights and obligations of each of the joint venture partners and their profit-sharing ratios.		✓	
	Separate written confirmation that the joint venture will operate as a single business entity (incorporated) for the duration of the contract or this may be included as an obligation within the JV agreement.		✓	
	Details and confirmation of a single designated bank account in the name of the JV and independent of the individual JV partners, as set out in the joint venture agreement.		✓	
<b>Tax Clearance Certificates</b>	A certified copy of a tax clearance certificate is still required by Foreign suppliers (with a footprint in South Africa - but who are not on CSD and have not provided a SARS pin number) and Local suppliers (who have not provided their SARS e-filing PIN number for verification by Eskom and/or their CSD profile / CSD number). Foreign suppliers with no footprint in South Africa, must still complete the SBD1 document, however no proof of tax compliance is required.			✓

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<b>Annexure D</b>	Offer to purchase form (price schedule attached and comments to price schedule)		✓	
<b>Annexure E</b>	Declaration of Interest		✓	
<b>Annexure F</b>	Declaration of fair bidding/ tendering		✓	
<b>B-BBEE</b>	Affidavit (on DTI Template) confirming that the B-BBEE Contribution level of the entity. B-BBEE Verification Certificate from Accredited verification agency		✓	
<b>CSD</b>	Submitted proof of the registration on National Treasury's Central Supplier Database (CSD) registration Report or MAAA registration number (Valid & Current) <b>It should be noted that as per National Treasury Instruction No: 09 of 2017/18; a tender will not be awarded to a recommended tenderer that has a tax non-compliance status</b>		✓	
<b>Company Registration Documents</b>	The tenderer must submit (Companies and Intellectual Property Commission (CIPC) company registration documents or CIPRO documents or any declaration of Shareholding and Directorship - in order for Eskom to assess any conflict of interest.  <b>Enclose a Copy of Identity Document</b>		✓	
<b>OTHER</b>	<ul style="list-style-type: none"> <li>• Business Proposal</li> <li>• Three (3) Months Bank Statement</li> </ul>		✓	
<b>DOCUMENTS REQUIRED UNDER CONTRACTUAL REQUIREMENTS (WHERE CONTRACTUAL REQUIREMENTS ARE STIPULATED)</b>				
<b>SHEQ Requirements per scope of works</b>	Annexure G-Health and Safety Requirements Annexure H-Quality Requirements Annexure I- Environmental Requirements			✓

## 8. Environmental requirements

The intended activities at the Eskom Sites will have an impact on the environment and as such have to be properly management. Proper management requires that there is compliance with all the relevant pieces of legislation that impact on the development or intended activities. Therefore, the list below indicates the pieces of legislation that impact on the proposed activities. It is important that the Construction Team complies with these. Non-compliance will be unwise and may prove to be very costly for the organisation.

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<b>ACT NAME</b>	<b>ACT NO</b>	<b>NOTES/REMARKS</b>
Constitution of the Republic of South Africa	108 of 1996	<i>States that everybody has a right to the environment that is not harmful to their health and well-being</i>
National Environmental Management Act		List of activities and competent authorities identified in terms of sections 24 and 24d
Atmospheric Pollution Prevention Act	107 of 1998, as amended	Protects the rights of all citizens to a healthy and safe environment
	45 of 1965	Control all activities that pollute the air <i>Dust control during construction –Applicable during the clearing of yard-stones</i> <i>Fumes emitted by vehicles – front end loader for diesel emissions</i>
Conservation of Agricultural Resources Act	43 of 1983	Control of utilisation and protection of wetlands; soil conservation; control and prevention of veld fires; control of weeds and invader plants. <i>NB: applicable for use of weed killers</i>
Environment Conservation Act	73 of 1989	Controls for the effective protection and utilisation of the environment, littering, waste disposal, noise and various other activities, which may have a detrimental effect on the environment. <i>Waste management</i> <i>Application of waste disposal permit</i> <i>Noise control regulations</i>
Fencing Act	31 of 1963	Prohibition of damage to a property owner's gates and fences <i>Climbing or crawling over or through fences without permission</i> <i>Closing gates</i>
Hazardous Substance Act	15 of 1973	Sale of Group I,II,III and letting, use, operation, application and installation of Group III hazardous substances. <i>NB: no hazardous substances will be used during this phase of construction</i>
Occupational Health and Safety Act	85 of 1993	Control of health aspects of Waste disposal and water Treatment. <i>Regulates nuisances and/or odours particularly due to rubbish, night soil, sewage, or other waste</i> <i>Regulations relating to nuisances</i> <i>NB: applicable to the rented toilet facilities</i>

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ACT NAME	ACT NO	NOTES/REMARKS
National Water Act	36 of 1998	Protect and regulates the use of water Manage aspects relating to pollution of surface and ground water. <i>NB: this includes all rain water channels.</i>

## 9. OFFERS

Offers received for this tender will be deemed valid for a period of **THREE (3) months (90 days)** from tender closing date.

**Eskom reserves the right not to accept the lowest / highest or any tender / offer or withdraw any item it wishes to retain.**

**Only the successful tenderer will be notified.**

## 10. VALUE ADDED TAX (VAT)

Value Added Tax Act no 89 Of 1991 and VAT invoices will be issued on request.

**DECLARATION (BY TENDERERS) OF GOOD STANDING REGARDING TAX  
IT IS A CONDITION OF TENDERERS THAT:**

- 10.1 It is an absolute requirement that the taxes of the successful tenderer must be in order, or that suitable arrangement is made with the Receiver of Revenue to satisfy them.
- 10.2 The tenderer must include with his tender documents a copy of a Tax Clearance Certificate (in respect of Tenders)
- 10.3 If the certificate is not included or found to be incorrect, Eskom may, in addition to any other remedy it may have:
- 10.4 Recover from the contractor all costs, losses or damage incurred or sustained by Eskom as a result of the award of the disposal agreement: and/or
- 10.5 Cancel the disposal agreement and claim any damages, which Eskom may suffer by having to make less favourable arrangements after such cancellation.
- 10.6 Each party to Consortium/Sub-contractor must complete a separate declaration.
- 10.7 The onus will be on the tenderer to obtain "Tax Clearance Certificate (in respect of tenders)", from the office of the South African Revenue Services (SARS) and submit the same with their tenders.

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## 11. VARIATION

No variation or modification of the proposed agreement shall be in force, unless the same is confirmed in writing.

Yours Faithfully



**Obakeng Mokale**  
Investment Recovery Section  
Group Commercial

**TENDER ENQUIRY NO :** OLT2099320

**CLOSING DATE :** Friday, 12 January 2023 @ 10.00 am

**CONTACT PERSON:** Obakeng Mokale

**TENDER SUBMISSION:** [Informaltendering@eskom.co.za](mailto:Informaltendering@eskom.co.za)

Commercially required Returnable Documentation:

**Your tender must be submitted strictly in accordance with the requirements stipulated in this section and section 8 TENDER RETURNABLES**, forms and/or documents on the basis that tenders out of time or incomplete tenders will not qualify for consideration and the under mentioned documents and required declarations are to accompany Offer to Lease Eskom Heritage Locomotives” to qualify for evaluation purposes.

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**NB! A bidder who has an existing or expired contract with Eskom and has defaulted in terms of that contract will be disqualified and not be awarded a new contract. A bidder who has an open non-conformance will be disqualified and not awarded a new contract**

**PLEASE NOTE: PRICES LOWER THAN THE RESERVE PRICE WILL NOT BE ACCEPTED BY ESKOM**

Item No.	Locomotive name	Offered Monthly Price (Excl VAT)
1.	La Moye	
2.	Henschel (Vierfontein)	
3.	Hunslet	
4.	Avonside	
5.	Komati	

**OFFER SUBMITTED BY:**

**Name (Print):.....SIGNATURE:.....**

**Identity Number:.....DATE:.....**

**TEL:.....CELL: .....FAX:.....**

**E-Mail Address:.....**

**MARITAL STATUS: PLEASE CIRCLE /TICK ONE OF THE BELOW**

**Single/Divorced /Married in/out of Community of Property**

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**Spouse Details**

**NAME (Print):.....SIGNATURE.....**

**Identity Number:..... DATE:.....**

**Bank Guarantee: Yes / No**

**Who are legally authorized to provide this tender on behalf of:**

**BUSINESS NAME:.....**

**BUSINESS REG.No.....VAT NUMBER.....**

**ADDRESS:** .....  
.....  
.....

**POSTAL CODE:** .....

**I understand that this “Offer to Rent” is not a binding contract between me and Eskom .This “ Offer to Lease” is subject to evaluation and approval by Eskom.**

\_\_\_\_\_

**LESSEE(Signature)**

**Enclose a Copy of Identity Document**

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**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:

---



---

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:	

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**ANNEXURE B: SBD4**

**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 interest<sup>1</sup> 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:

.....  
.....

---

<sup>1</sup> 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.

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### 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:

- 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 consortium<sup>2</sup> 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.
- 3.6 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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## ANNEXURE C: OFFER TO PURCHASE

**PLEASE NOTE: PRICES LOWER THAN THE RESERVE PRICE WILL NOT BE ACCEPTED BY ESKOM**

Item No.	Locomotive name	Offered Monthly Price (Excl VAT)
1.	La Moye	
2.	Henschel (Vierfontein)	
3.	Hunslet	
4.	Avonside	
5.	Komati	

## ANNEXURE D

### 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;

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- 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)	ID 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

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 your answer is Yes, attach proof to this declaration.

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## ANNEXURE E

### 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/s*, 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	
		Yes	No
1.1	Is the <i>tenderer/s</i> (or any of its directors/members/shareholders) listed on National Treasury's Database of Restricted Suppliers as companies/persons prohibited from doing business with the public sector, or 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 Database of Restricted Suppliers and the Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ).		
1.2	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?		
1.2.1	Provide details.		
1.3	Was the <i>tenderer/s</i> (or any of its directors/ members/ shareholders) prohibited from doing business with any International Financial Development/funding Agency or Lending Institution		

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.

<b>Signature:</b>	
<b>Designation and capacity in which signing:</b>	

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<b>Date:</b>	
--------------	--

## **ANNEXURE F**

### **HEALTH AND SAFETY REQUIREMENTS FORM**

Corresponding non-negotiable minimum OHS requirements that tenderers must address and respond to when submitting tender returnable

- Annexure B (Acknowledgement of Eskom OHS requirements)
- Health and Safety plan/OHS manual
- OH&S costing (Budget)
- Baseline OHS risk assessment
- Valid letter of good standing or equivalent (LOGs)
- OHS policy (must be signed)
- Proof of OHS competency

OR

- ISO 45001 certificate
- Valid letter of good standing or equivalent

## **ANNEXURE G**

### **ENVIRONMENTAL REQUIREMENTS**

<b><u>Ref.</u></b>	<b><u>KPIs</u></b>
1	<b>Pre-requisite</b>  Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and a copy thereof attached to this tender submissions by the tenderer?
2	<b>Environmental Management Plan for the Scope of work addressing the following as a minimum:</b>  <b>Applicable to low risk:</b> <ul style="list-style-type: none"> <li>• Waste management (reduction, re-use, recycling, disposal).</li> <li>• Environmental induction.</li> </ul>

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<u>Ref.</u>	<u>KPIs</u>
	<p><b>Applicable to medium risk:</b></p> <ul style="list-style-type: none"> <li>• Waste management (reduction, re-use, recycling, disposal).</li> <li>• Environmental induction.</li> <li>• Environmental incident management.</li> <li>• Emergency planning for environmental incidents.</li> </ul> <p><b>Applicable to high risk:</b></p> <ul style="list-style-type: none"> <li>• Waste management (reduction, re-use, recycling, disposal).</li> <li>• Environmental induction.</li> <li>• Environmental incident management.</li> <li>• Emergency planning for environmental incidents.</li> <li>• Environmental management structure within the Company: Professional Registration of environmental resources(s), responsibility and accountability.</li> <li>• Method statements related to activities that have significant environmental impacts (methodology and approach) illustrating how environmental impacts and risks are managed.</li> <li>• Approach to ensuring compliance with environmental compliance obligations.</li> <li>• Environmental competency, training, appointments.</li> <li>• Environmental Communication and awareness</li> </ul>
3	<p><b>High Risk Only: Costing for Environmental Management:</b></p> <p>Has the tenderer submitted detailed (the cost should be broken down not provided as a lump sum) costing for environmental management related to the overall scope of work/service to be performed.</p>
4	<p><b>Medium and High Risk Only: Identification of Environmental Aspects and Impacts:</b></p> <p>Identification, assessment and control of activities that have or may have an impact on the environment. The methodology used must be provided together with the identified activities (if applicable) that have been identified, based on the scope of work, that have an impact on the environment and the controls that will be in place in contract execution.</p>
5	<p><b>All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD:</b></p> <p>Commitment to: (1) compliance to environmental compliance obligations; and (2) environmental duty of care.</p>
6	<p><b>High Risk Only: Environmental Competency</b></p>

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<u>Ref.</u>	<u>KPIs</u>
	(Consider scope of work, risks, Environmental Management Plan and applicability) CV's and qualifications / certificates e.g. <ul style="list-style-type: none"> <li>- Environmental Officer</li> <li>- Environmental Control Officer</li> <li>- Incident investigator(s)</li> </ul>

**ANNEXURE H**

**QUALITY REQUIREMENTS**




Microsoft Word 97 -  
2003 Document



240-105658000  
Supplier Quality Man:



Microsoft Word 97 -  
2003 Document

	<b>Supplier Quality Management: List of Tender Returnables Documents</b>	<b>Unique Identifier</b>	<b>240-12248652</b>
		<b>Revision</b>	<b>7</b>
		<b>Effective Date</b>	<b>2022/01/26</b>
		<b>Specification</b>	<b>240-105658000</b>
<b>Category 4 : Quality Requirements</b>		<b>Deliverables to be evaluated indicator = 1</b>	
<b>SECTION A : Quality Management System Requirements ISO 9001 Objective evidence of documented QMS that is not certified but complies with ISO 9001</b>			
			<b>Apply =1</b>
A.1 Quality Method statement based on scope.(Method Statement Template-Ref 240-126469599)		1	
A.2 Quality Policy Approved by top management.		1	
A.3 Quality Objectives Approved by top management.		1	
<b>Section A Score Option 2</b>			<b>3</b>

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<b>SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)</b>	
	<b>Apply =1</b>
B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)	1
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)	1
<b>Section B Score</b>	<b>2</b>
<b>SECTION E: User defined additional Requirements &amp; miscellaneous (Ref 240-105658000) Customer specific requirements &amp; other standards and required can be listed and evaluated here</b>	
	<b>Apply (Yes=1)</b>
E.1 Form A is completed and signed.	1
E.2 Add other requirements (if applicable) as per the scope of work and/ or specification	1
<b>Section E Score</b>	<b>2</b>

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**ANNEXURE I**

**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]* .....

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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]*

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**(Contracts and/or Project Manager or Representative)**

Witnesses

1. ....
2. ....

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