



## **NEC3 Term Services Contract**

# **PART ONE – COMMERCIAL REQUIREMENTS**

**THE ESTABLISHMENT OF AN ENABLING AGREEMENT FOR THE PROVISION OF CLEANING SERVICES REQUIRED FOR VARIOUS CAMP SITES LOCATED IN KWA-ZULU NATAL OPERATING UNIT, CENTRAL EAST CLUSTER ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY- SIX (36) MONTHS**

**ENQUIRY NUMBER : KZN122**

**TENDERER NAME :** \_\_\_\_\_

**TENDER CLOSING  
DATE : 08 APRIL 2024 at 10:00 AM**

**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 SBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF PPPFA 2017 REGULATION**

- **ATTACH (SBD1) - FULLY COMPLETED AND SIGNED STANDARD BIDDING DOCUMENT 1**

- **ATTACH SBD4- BIDDER'S DISCLOSURE**

**ATTACH ANNEXURE C- SUPPLIER INTEGRITY  
DECLARATION FORM**

**SERVICE PROVIDERS ARE TO PROVIDE COPIES OF  
BBBEE CERTIFICATES OR VALID COPIES OF SWORN  
AFFIDAVITS TO CONFIRM THEIR BBBEE STATUS  
LEVEL CONTRIBUTOR**

## 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> <p>Note: The successful supplier / service provider will be notified upon contract award to submit the following documents for registration purposes. These documents should be submitted within five working days upon receipt of the notification</p> |  |  |
| 2.   | Company Registered Name  |  |
| 3.   | Company Trading Name   |  |
| 4.   | Company Registration Number as per SARS Tax Clearance Certificate                                    |  |
| 5.   | Expiry Date as per SARS Tax Clearance Certificate  |  |
| 6.   | Expiry Date as per Compensation for Occupational Injuries and Diseases Act (COID)                    |  |
| 7.   | Nature of Business as per COID certificate   |  |
| 8.   | B-BBEE Status as per SANAS accredited certificate or Affidavit                                       |  |
| 9.   | B-BBEE Expiry Date as per SANAS accredited certificate or 12 months from Commissioner of Oaths Stamp |  |
| 10.  | CRS Number as per CIDB Registration  |  |
| 11.  | CIDB Grading and Class of Works  |  |
| 12.  | Shareholders as per Declaration of Shareholding or Beneficiaries                                     |  |

| Names of all Shareholders | Identity Number of all Shareholders | Number / Percentage of Shares |
|---------------------------|-------------------------------------|-------------------------------|
|                           |                                     |                               |
|                           |                                     |                               |
|                           |                                     |                               |
|                           |                                     |                               |
|                           |                                     |                               |

|     |                      |  |
|-----|----------------------|--|
| 13. | Are any shareholders |  |
|-----|----------------------|--|



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

#### 18. COMPANY BANK DETAILS

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

# **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.

**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**

|  |   |                                     |
|--|---|-------------------------------------|
|  | <b>DECLARATION OF SHAREHOLDING OR BENEFICIARIES</b> | <b>Tender Schedule T2.2a – No 8</b> |
|--|---|-------------------------------------|

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.

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**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

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

|  |                                     |                                   |
|--|-------------------------------------|-----------------------------------|
|  | <b>Authority to submit a tender</b> | <b>Tender Schedule T2.2a No.1</b> |
|--|-------------------------------------|-----------------------------------|

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<br>COMPANY | B<br>PARTNERSHIP | C<br>JOINT VENTURE | D<br>SOLE PROPRIETOR | E<br>TRUST |
|              |                  |                    |                      |            |

**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

### E. Certificate for Trust

We, the undersigned, being the **trustees** in the business/trust 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 Trustees necessary to commit the Trust. Attach additional pages if more space is required.

|  |  |  |
|--|--|--|
|  | <b>Declaration of Fair Tendering Practices</b> |  |
|--|--|--|

**TO: ESKOM HOLDINGS SOC LTD (“ESKOM”)**

**THE ESTABLISHMENT OF AN ENABLING AGREEMENT FOR THE PROVISION OF CLEANING SERVICES REQUIRED FOR VARIOUS CAMP SITES LOCATED IN KWA-ZULU NATAL OPERATING UNIT, CENTRAL EAST CLUSTER ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY- SIX (36) MONTHS**

"We acknowledge that competitiveness is a requirement of the Eskom procurement process and that collusive tendering is prohibited by law. We confirm 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 connection with this Invitation to Tender

Signed

Date

Name

Position

*tenderer*



|  |   |  |
|--|---|--|
|  | <b>Probity On Close Family Members or Beneficiaries</b> |  |
|--|---|--|

Please indicate, by completing the table set out below, the names of all persons, (natural or juristic), who are Beneficiaries of the *tenderer*.

For the purposes of this Declaration, a Beneficiary is a natural or juristic person that has a legal or monetary interest in the *tenderer* by way of ownership, directorship, trusteeship and/ or the like.

To the extent that the *tenderer* is a public company, only the names of the top 5 majority shareholders are required with respect to the disclosure of ownership.

| <b>Full legal name of natural or juristic person</b> | <b>Identity or Registration Number</b> | <b>Capacity of Beneficiary (i.e. shareholder, member, partner, trustee, director, or the like)</b> | <b>Quantification of Interest (i.e. percentage shareholding or ownership, profit share, etc.)</b> | <b>**Relationship with Eskom employee or Eskom director (Yes/No)</b> |
|--|--|--|---|--|
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |

\*\* Please indicate in the table above if any natural person named above is a Close Family Member of a director of Eskom Holdings Ltd or a subsidiary thereof, or of any employee of Eskom Holdings Ltd involved in the procurement and approval process associated with this tender.

\*\*Please indicate in the table above if any juristic person named above has as a Beneficiary a director of Eskom Holdings Ltd or a subsidiary thereof, or an employee of Eskom Holdings Ltd involved in the procurement and approval process associated with this tender, or whether any Beneficiary of a juristic person named above is a Close Family Member of a director of Eskom Holdings Ltd or a subsidiary thereof, or an employee of Eskom Holdings Ltd involved in the procurement and approval process associated with this tender.

NB: For the purposes of this Declaration, a Close Family Member is deemed to be a person related by birth, marriage, domestic partnership, adoption or guardianship.

If you have indicated 'Yes' to any of the above then please specify the name of the said Eskom employee / Eskom director, and the nature of the relationship between the said Eskom employee / Eskom director and the person (natural or juristic) indicated in the table above.

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Eskom reserves the right to act against the *tenderer* or the signatory hereto should this declaration prove to be false.

Signed

Date

Name

Position

*tenderer*

|  |   |  |
|--|---|--|
|  | <b>Confirmation of Receipt of Addenda to Tender Documents</b> |  |
|--|---|--|

We confirm that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

|    | Date Received | Title or Details |
|----|---------------|------------------|
| 1. |               |                  |
| 2. |               |                  |
| 3. |               |                  |
| 4. |               |                  |
| 5. |               |                  |
| 6. |               |                  |

Signed

Date

Name

Position

*tenderer*

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

I, the undersigned....., in my capacity as ..... of the supplier ....., 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 **tender**

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 **tender**, you are hereby required to declare their positions to Eskom and take an oath declaring their interests.

**For the purposes of this Declaration:**

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

In order to give effect to the above, the following questionnaire must be completed and submitted

as a returnable with your enquiry / tender/ attendance at a negotiation.

**\* Delete whichever is not applicable.**

Are you or any other person who holds an interest in the Supplier named above (i.e. a shareholder, a director, or a member or partner, a line manager, or a fellow employee), employed by Eskom or serves as a director at Eskom?

**\*YES/NO**

If If so, state particulars

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

Are you, or any other person who holds an interest in the Supplier named above, a **close family** member to or an **associate** of an Eskom employee and/or director, who may be **participating in the procurement process** associated with this enquiry / tender / negotiation?

**\*YES/NO**

If If so, state particulars

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

Are you aware of any relationship which amounts to that of **close family** (i.e. related by birth, marriage, domestic partnership, adoption, guardianship or the like) or that of an **associate** (i.e. a friend, rival, business partner, neighbour, etc.) between person/s acting for or on behalf of the Supplier and an Eskom employee and/or director, who may be **participating in the procurement process** associated with this enquiry / tender / negotiation?

**\*YES/NO**

I If so, state particulars

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

Have you, or any other person who holds an interest in the Supplier named above, given a **business courtesy** to or received a business courtesy from an Eskom employee and/or director over the last 12 (twelve) months?

**\*YES/NO**


If If so, state particulars

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

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

| <b>Declaration of other work</b> |                           |                           |   |
|----------------------------------|---------------------------|---------------------------|---|
| <b>Name of Client</b>            | <b>Nature of Services</b> | <b>Date/s of contract</b> | <b>Contact person/s and contact details</b> |
|                                  |                           |                           |   |
|                                  |                           |                           |   |
|                                  |                           |                           |   |
|                                  |                           |                           |   |

| <b>Name</b>             | <b>Designation</b> | <b>Signature</b>                 | <b>Date</b> |
|-------------------------|--------------------|----------------------------------|-------------|
|                         |                    |                                  |             |
| <b>Telephone number</b> |                    | <b>Fax and/or e-mail address</b> |             |

|   |   |                            |                      |             |          |
|---|---|----------------------------|----------------------|-------------|----------|
|  | <b>Occupational Health and Safety Act: Section 37(2) Agreement - Form</b> | <b>Template Identifier</b> | <b>240-43921804</b>  | <b>Re v</b> | <b>5</b> |
|   |   | <b>Document Identifier</b> | <b>240-77037682</b>  | <b>Re v</b> | <b>6</b> |
|   |   | <b>Effective Date</b>      | <b>December 2020</b> |             |          |
|   |   | <b>Review Date</b>         | <b>December 2025</b> |             |          |

**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) .....on

behalf of ..... **(Contractor/supplier)**

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

Witnesses

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

Signed this ..... day of ..... 20 ..... at ..... (Place)

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

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

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

Witnesses

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



|   |   |                            |                 |            |   |
|---|---|----------------------------|-----------------|------------|---|
|  | <b>Non-Disclosure Agreement<br/>(NDA) Vendors</b> | <b>Template Identifier</b> | 240-43921804    | <b>Rev</b> | 6 |
|   |   | <b>Document Identifier</b> | 240-63152171    | <b>Rev</b> | 7 |
|   |   | <b>Effective Date</b>      | 01 January 2017 |            |   |
|   |   | <b>Review Date</b>         | February 2026   |            |   |

**CONFIDENTIALITY AGREEMENT  
“Agreement”**

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Between

**ESKOM HOLDINGS SOC LTD**

and

**NAME OF OTHER PARTY**

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The Parties to this Agreement are:-

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

- 1.1 The Disclosing Party intends providing the Receiving Party with certain information relating to [state the nature of the discussions and the reason for the disclosure here] (“**the Project**”).
  
- 1.2 The parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the parties and their agents.
  
- 1.3 Notwithstanding the date of signature hereof, this agreement shall be binding upon the parties with effect from the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever date is the earliest.
  
- 1.4 Neither this Agreement nor the exchange of information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The parties shall only be bound to a business relationship by way of a further definitive written Agreement signed by the Parties.
  
- 1.5 The party disclosing the Confidential Information shall be known as the “**Disclosing Party**” and the party receiving Confidential Information shall be known as the “**Receiving Party**”.

**2. The Confidential Information**

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

### **3. Disclosure of Confidential Information**

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

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

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

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

clause, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.

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

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

#### **4. Title**

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

#### **5. Restricting on disclosure and use of the Confidential Information**

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

5.1.1 the Project; and

5.1.2 in accordance with the provisions of this Agreement.

#### **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 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 limited to, the institution of urgent proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of breach or threatened breach of the Agreement and/or an action for damages.

## **12. Amendments**

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

## **13. Enforcement**

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

## **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

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

| <b>PARTY</b>                      | <b>PHYSICAL ADDRESS</b>                   | <b>POSTAL ADDRESS</b>              | <b>TELEPH ONE NO.</b> | <b>FAX NO.</b>  | <b>CONTACT PERSON</b> |
|-----------------------------------|---|------------------------------------|-----------------------|-----------------|-----------------------|
| ESKOM HOLDINGS SOC LTD            | MEGAWATT PARK, MAXWELL DRIVE, SUNNINGHILL | P O BOX 1091 JOHANNESBUR G 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 (7<sup>th</sup>) 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 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;
- 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.

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

**SUB-CONTRACTING**

Contractors are requested to submit names of proposed Subcontractors to be utilized on this project.

Contractors are advised that only Eskom Approved Contractors who have completed the necessary Eskom Contractors Training & Accreditation may be used as Subcontractors.

| Subcontractor | Section of Work to be Subcontracted | Percentage to be subcontracted | Vendor No. |
|---------------|-------------------------------------|--------------------------------|------------|
|               |                                     |                                |            |
|               |                                     |                                |            |
|               |                                     |                                |            |
|               |                                     |                                |            |
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|               |                                     |                                |            |
|               |                                     |                                |            |
|               |                                     |                                |            |

The above information will form part of the Evaluation Process.

\_\_\_\_\_  
**CONTRACTORS SIGNATURE**

## 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)**

|  |   |  |
|--|---|--|
|  | <b>C3 List of Eskom Policies and Procedures related to the Tender</b> |  |
|--|---|--|

**The following policies and procedures are applicable to this tender:**

| <b>Name of Policy / Procedure</b>                   | <b>Reference</b>     |
|---|----------------------|
| 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**

| <b>NO</b> | <b>DOCUMENT DESCRIPTION</b>   | <b>UNQ IDENTIFIER</b>  | <b>ACCEPTANCE</b> |
|-----------|---|------------------------|-------------------|
| 1         | SECTION 37(2) AGREEMENT (2 PAGES)   | 37(2)                  |                   |
| 2         | SMOKING POLICY (5 PAGES)  | 32-36                  |                   |
| 3         | QUALITY MANAGEMENT PACK   | QM58 & ITP             |                   |
| 4         | ACCESS TO FARMS (7 PAGES)   | 41-340                 |                   |
| 5         | PROCEDURE FOR THE EFFECTIVE MANAGEMENT OF SHE RELATED INCIDENTS (94 PAGES)  | 32-95                  |                   |
| 6         | HEALTH AND SAFETY SPECIFICATION (31 PAGES)                                  |                        |                   |
| 7         | SHEQ POLICY (9 PAGES)   | 32-727                 |                   |
| 8         | SHE REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS (56 PAGES)              | 34-333                 |                   |
| 9         | DEVELOPING A SHE SPECIFICATION (96 PAGES)                                   | 32-524                 |                   |
| 10        | ESKOM CARDINAL RULES/LIFE SAVING RULES ( 8 PAGES)                           | 32-421                 |                   |
| 11        | WORKING AT HEIGHTS (10 PAGES)   | 32-418                 |                   |
| 12        | VEHICLE AND DRIVER SAFETY MANAGEMENT (21 PAGES)                             | 32-93                  |                   |
| 13        | ESKOM VEHICLE SAFETY SPECIFICATION (21 PAGES)                               | 32-345                 |                   |
| 14        | HEALTH AND SAFETY PLAN (5 PAGES)  | 34-1787                |                   |
| 15        | SHE SPECIFICATION FORM (56 PAGES)   | 74                     |                   |
| 16        | CONSTRUCTION SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT                    | 32-136                 |                   |
| 17        | ENVIRONMENTAL PROCEDURE – BUSH CLEARING                                     | 32-247                 |                   |
| 18        | DISTRIBUTION FIRE RISK MANAGEMENT   | 34-132                 |                   |
| 19        | IDENTIFYING, ANALYSING, DOCUMENTING AND OBSERVING TASKS                     | 34-380                 |                   |
| 20        | LEGAL APPOINTMENTS AND AUTHORISATIONS                                       | 34-961                 |                   |
| 21        | EXPANDED PUBLIC WORKS REPORTS   | 34-1063                |                   |
| 22        | PROVISION AND USE OF PERSONAL PROTECTIVE EQUIPMENT                          | 34-1710                |                   |
| 23        | SUPERVISION OF PEOPLE IN ELECTRONICALLY HAZARDOUS LOCATIONS                 | 34-1954                |                   |
| 24        | SHE REQUIREMENTS FOR COMMERCIAL PROCESS                                     | 32-726                 |                   |
| 25        | TRANSPORTATING PERSONS ON BACK OF VEHICLES                                  | TOC-41-55              |                   |
| 26        | ESKOM PROCEDURE ENVIRONMENTAL IMPACT ASSESSMENT FOR DISTRIBUTION ACTIVITIES | 34-926<br>240-72597722 |                   |
| 27        | SHE+ENVIRONMENTAL INTRODUCTION  |                        |                   |
| 28        | ESKOM'S WASTE MANAGEMENT PROCEDURE  | EPC 32-245             |                   |
| 29        | ESKOM RISK AUDITING SYSTEM CHECKLIST FOR CONTRACTORS                        | RAS – FEB 2014         |                   |
| 30        | ENVIRONMENTAL MANAGEMENT OF TREES   | KZN13TGT1141           |                   |
| 31        | ENVIRONMENTAL LEGAL COMPLIANCE  | TQTGS011               |                   |
| 32        | DESD – PROCESS FOR KZN OU   | TQTGP056               |                   |

**ADDITIONAL LEGISLATION**

|                 |   |
|-----------------|---|
| Act 108 of 1996 | Constitution of the Republic of South Africa                          |
| ACT 107 OF 1998 | National Environmental Management Act                                 |
| ACT 84 OF 1998  | National Forest Act   |
| ACT 73 OF 1989  | Environment Conservation Act  |
| ACT 25 OF 1999  | National Heritage Resources Act                                       |
| Act 36 Of 1998  | National Water Act  |
| Act 59 Of 2008  | National Environmental Management: Waste Act                          |
| Act 43 of 1983  | Conservation of Agricultural Resources Act                            |
| Act 36 of 1947  | Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act |
| Act 105 of 1991 | Game Theft Act  |
| Act 101 of 1998 | National Veld and Forest Fire Act                                     |
| Act 57 of 1976  | National Parks Act  |
| Act 7 of 1998   | National Roads Act  |
| Act 21 of 1940  | Advertising on Roads and Ribbon Development Act                       |
| Act 57 of 2003  | National Environmental Management: Protected Areas Act                |
| Act 39 of 2004  | National Environmental Management: Air Quality Act                    |
| Act 10 of 2004  | National Environmental Management: Biodiversity Act                   |
| Act 85 of 1993  | Occupational Health and Safety Act                                    |
| Act 31 of 1963  | Fencing Act   |
|                 | Provincial Ordinances   |
|                 | Municipality Bylaws   |

**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:**



## 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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<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.

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**

If so, furnish particulars:

.....

.....

## 2 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

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<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.

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



Please insert Supplier Evaluation Pack here

**Attach your latest Financial  
Statements here**

**2023/2024 Financial Year**