

	<b>Investment Recovery Offer to Purchase Template MPMOU11112DIS</b>	Template Identifier	240-75978567	Rev	2	
		Effective Date	01 June 2021			
		Review Date	June 2024			

**ESTABLISHMENT OF ENABLING AGREEMENT FOR MPUMALANGA (MIDDELBURG RDC) WITH PRE-QUALIFIED SCRAP DEALERS FOR THE DISPOSAL OF SCRAP KVA TRANSFORMERS AND MINI SUBS ON “AS AND WHEN” REQUIRED FOR A CONTRACT PERIOD OF 24 MONTHS FROM THE DATE OF SIGNATURE.**

**ENQUIRY NUMBER: MPMOU11112DIS  
CLOSING DATE : 06 May 2024 @ 10.00 AM**

Issue Date:  
**17 April 2024**

Ref:  
**MPMOU11112DIS**

Enquiry:  
Name: Ntsako Nkanyana  
Tel: +27 13 693 2872  
Email: [nkanyan@eskom.co.za](mailto:nkanyan@eskom.co.za)

## **INVESTMENT RECOVERY SECTION**

**TENDER ENQUIRY No. - MPMOU11112DIS** Eskom is the owner of **SCRAP TRANSFORMERS AND SCRAP MINI-SUBS**, located at **MPUMALANGA (MIDDELBURG RDC)**

You are kindly invited to submit an offer for the sale and removal of scrap **KVA TRANSFORMERS AND MINI-SUBS** on Behalf of **MPUMALANGA (MIDDELBURG RDC)** as detailed in the Scope of Work and attached OFFER TO PURCHASE.

### **1. NON-COMPULSORY CLARIFICATION MEETING**

A **non-compulsory clarification** with representatives of the *Employer* will take place as follows:

Date: **25 April 2024**  
Time: **10h00 AM**

Tenderers interested to participate in the clarification meeting through online Microsoft teams **must click on the link below:**

[Join the meeting now](#)

Tenderers must confirm their intention to attend with the Eskom Representative stating the name, position and contact details of each proposed attendee.

All enquiries must be directed to **Ntsako Nkanyana at this email address: [nkanyan@eskom.co.za](mailto:nkanyan@eskom.co.za)** for commercial information.

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## 2. SUBMISSION OF THE “OFFER TO PURCHASE”

Your tender returnable together with this “Offer to Purchase” document shall be hand delivered marked “Offer to Purchase Confidential Enquiry No. **MPMOU11112DIS**” submitted as follows:

**Eskom Holding SOC Ltd  
The Tender Office  
Mpumalanga  
10 Smuts Ave  
Witbank  
1035**

Please note: **Tenders may ONLY be submitted at this address only.**

The tenderer must submit the tender as a complete original tender, plus one (1) hard copy of the original tender at tender submission deadline.

Where a Tenderer does not submit 1 hard copy of the original tender at tender submission deadline, the tenderer will be disqualified.

**Requests for Clarifications must be sent in writing to the respective asset disposal officer at [nkanyan@eskom.co.za](mailto:nkanyan@eskom.co.za). All requests for clarifications and responses must be in writing. Eskom will respond to requests for clarification received within five (5) working days before the tender closing deadline.**

**The closing date is Monday 06 May 2024 AT 10:00 AM**

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

## 3. 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 **MPMOU11112DIS**. 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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#### 4. 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 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 Disposal Officer; however, the tenderer will not be disqualified but score zero.**

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Reference	Returnable From Scrap dealers	Returnable required at Tender closing (disqualifiable)*	Returnable required at Tender closing. (Non-disqualifiable) **	Returnable required prior to Contract Award.
<b>Basic Compliance</b>	One (1) hard copy of the tender <b>One original and one exact copy of the original tender to be submitted to Eskom</b>	✓		
<b>Annexure A</b>	Acknowledgement Form		✓	
<b>Annexure B</b>	Integrity Declaration Form		✓	
<b>Annexure C</b>	Authority to Submit a Tender		✓	
<b>Annexure D</b>	SBD 4 – Bidders Disclosure		✓	
<b>Annexure E</b>	Health and Safety Requirements		✓	
<b>Annexure F</b>	Environmental Requirements		✓	
<b>Annexure G</b>	Technical Evaluation Requirements		✓	
<b>Annexure H</b>	Section 37(2) Agreement		✓	
	E-auction training acknowledgement form ( <b>Attached Separately</b> )		✓	
<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 scrap dealers (with a footprint in South Africa - but who are not on CSD and have not provided a SARS pin number) and Local scrap dealers (who have not provided their SARS e-filing PIN number for verification by Eskom and/or their CSD profile / CSD number). Foreign scrap dealers with no footprint in South Africa, must still complete the SBD1 document, however no proof of tax compliance is required.			✓

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	Offer to purchase form (price schedule attached and comments to price schedule)		✓	
<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>Second-Hand Good Certificate</b>	Second-hand goods act certificate from SAPS/License (for scrap dealers and recyclers) (Valid & Current)		✓	
<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>COID</b>	Valid certificate of good standing		✓	
	<b>DOCUMENTS REQUIRED UNDER CONTRACTUAL REQUIREMENTS (WHERE CONTRACTUAL REQUIREMENTS ARE STIPULATED)</b>			
<b>SHEQ Requirements per scope of works</b>	<b>SHEQ Requirements</b> <ul style="list-style-type: none"> <li>• Health and Safety Requirements (<b>Annexure E</b>)</li> <li>• Environmental Requirements (<b>Annexure F</b>)</li> </ul>			✓
	<b>DOCUMENTS REQUIRED UNDER FUNCTIONALITY/TECHINICAL CRITERIA</b>			
<b>Technical (required for functionality scoring)</b>	<b>Technical Requirements</b> <ul style="list-style-type: none"> <li>• Technical inventory list</li> <li>• Method statement based on scope of work</li> </ul>			✓

Tenders must be submitted strictly in accordance with the requirements stipulated above together with the completed offer to purchase form.

## 5. FINACIAL EVALUATION

The following criteria and their individual weight in % will be used for the evaluation of price.

Price evaluation criteria	Weights
Price Schedule	80%
BBBEE	20%
Total	100%

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**NOTE:**

Eskom’s commercial process will be followed, and this process is dependent on the decisions made by the different Eskom Adjudicating authorities

**6. SCOPE OF WORK**

The scope of work will include the purchase, collection, and removal of **SCRAP KVA TRANSFORMERS AND MINI-SUBS for twenty-four (24) MONTHS CONTRACT PERIOD** on “as and when” required basis contract within Eskom **Limlanga Cluster (Mpumalanga)**.

- 6.1 The contract will be valid for twenty-four (24) months duration, although this is contractual and fixed there will be work instruction / task orders issued per site per batch that will be required to be actioned and completed by the successful tenderer within 7 working days from the date of task order issue. Each batch / work instruction / task order is a standalone task order.
- 6.2 The successful tenderer will be required to pay upfront for the allocated batch and collect all units within 7 working days from the issue date of the approved work instruction / task order.
- 6.3 The successful tenderer is expected to pay in full the units indicated on each batch submitted by Eskom Disposal Officer (and will not re-batch the quantities on the work instruction / task order).
- 6.4 The successful tenderer is required to have sufficient capacity and resources to service this contract at any given point from any given site within the contractual term as quantities of the units is not known upfront and is dependent on Eskom’s operations.
- 6.5 The successful tenderer is accountable to clean the site once the collections is completed and ensure the area is cleaned should there be an oil spill.
- 6.6 The contract is for a combination of aluminium and copper core units which must be purchased by the successful tenderer according to Eskom’s list.
- 6.7 It is Eskom normal business to issue out a collection request which ranges from 15 to 150 transformers at a time and the successful tenderer will be expected to pay and collect without re-batching or making part payment.
- 6.8 The contractor failing to comply with the contractual obligations will be issued with a Non Conformance Report (NCR)
- 6.9 The successful tenderer must submit a safe disposal certificate in their company’s letter head.
- 6.10 The successful tenderer will be required to nominate three (3) company representatives who will be given access to Eskom Sites for the duration of the agreement term.
- 6.11 Please submit your tender only if you will be able to comply with the above conditions.

The purchaser will be responsible for the safe collection, handling, removal, loading and transportation of the **SCRAP UNITS** / material and to clean the site, qualified labour and suitable certified plant, machinery, equipment, and transport for this purpose.

The goods on sale will be identified by Eskom

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## 7. PRICE SCHEDULE

For costing purposes, the following table and text messages have been compiled. Please bear in mind that each material classification is for a type of scrap unit, and you must factor your costs into your prices.

Companies/ Buyers must show their interest to participate on the e-Auction by completing and submitting the attached Forms, **ANNEXURE C (ACKNOWLEDGEMENT FORM E-AUCTION TRAINING)**

### Pricing will be conducted via e-AUCTION

**Submission of this document confirms the tenderer is fully aware of the condition of the tender and that their offer price will be submitted through the e-Auction process. The tenderer proofs their full intention and will to purchase the scrap TRANSFORMERS and MINI-SUBS AS “VOETSTOOTS” “AS IS” for their price as will be offered via e-Auction.**

**THE RAND RATE PER ITEM WILL BE DETERMINED AFTER EVALUATION AND VIA THE E-AUCTION PRICING TOOL.**

For each disposal transaction the rand price will be calculated by the Final Bid Price per item ex vat.

Item No.	QTY	DESCRIPTION	PRICE OFFERED (INCLUSIVE VAT)
1	“AS AND WHEN AVAILABLE”	SCRAP KVA TRANSFORMERS AND MINI-SUBS FROM 5 KVA TO 1000 KVA	<b>TO GO THOROUGH EVALUATION PROCESS FIRST AND THEN E-AUCTION PRICING PLATFORM TO BE USED</b>

## NOTES

- Eskom will not be responsible for any damages or losses suffered during the removal of the equipment incurred while working on this project arising from theft, damage, or personal injury.
- You will be required to adhere to the condition as laid out by the Eskom site agent with regards to site access etc.
- Littering is always prohibited. Facilities will have to be made available on site during dismantling operations for the collection of disposal waste material. No rubble whatsoever is to be left on site.
- Additional precautions must be taken when using cutting equipment. Portable firefighting equipment must be available on site during all stages of the work programme.

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- e. The **SCRAP UNITS** is sold with unknown quantity of oil but any oil remaining in the equipment shall become the property of successful tenderer and the tenderer will be responsible for any oil spillage.
- f. The successful tenderer will be required to be obtain an Eskom permit, prior to commencement of work. After completion of the work, it is imperative that you notify the Eskom site agent, so that the job can be signed off.
- g. All work must comply with the OHS Act no 85 of 1993. All Safety requirements and documentation shall be available on the site
- h. Any oil spills caused during the work programme will need to be rehabilitated by the successful tenderer.
- i. This is an open tender.
- j. 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
- k. A bidder who has an open non-conformance that has not been closed, will be disqualified, and not awarded a new contract.
- l. No accommodation will be allowed on site.

## 8. ENVIROMENTAL REQUIREMENTS

The intended activities at the Eskom Sites will have an impact on the environment and as such must be properly managed. 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 successful tenderer complies with these. Non-compliance will be unwise and may prove to be very costly for the organisation.

ACT NAME	ACT NO	NOTES/REMARKS
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>  List of activities and competent authorities identified in terms of sections 24 and 24d
National Environmental Management Act	107 of 1998, as amended	Protects the rights of all citizens to a healthy and safe environment
Atmospheric Pollution Prevention Act	45 of 1965	Control all activities that pollute the air <i>Dust control during construction –Applicable during the clearing of yard-stones</i>

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ACT NAME	ACT NO	NOTES/REMARKS
		<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 Application of waste disposal permit 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 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. Regulations relating to nuisances NB: applicable to the rented toilet facilities</i>
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 rainwater channels.</i>

## 9. GUARANTEE / WARRANTY

Eskom Holdings SOC Limited gives no guarantee or warranty to the workability or condition of the equipment for sale, other than allow each tenderer to familiar themselves at the site prior to tendering in terms of the Consumer Protection Act. All equipment will be sold "Voetstoots" and "AS IS".

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## 10. BREACH

Breach of a warranty and undertakings

Should a successful tenderer fail to pay amount due to Eskom as per collection request on the due date and fail to remedy such breach within 7 (seven) days, Eskom shall, without prejudice to any of its rights in terms of the Agreement, be entitled to terminate the Agreement without prejudice to its rights.

## 11. 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.**

## 12. 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:**

- 12.1 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.
- 12.2 The tenderer must include with his tender documents a copy of a Tax Clearance Certificate (in respect of Tenders)
- 12.3 If the certificate is not included or found to be incorrect, Eskom may, in addition to any other remedy it may have:
- 12.4 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
- 12.5 Cancel the disposal agreement and claim any damages, which Eskom may suffer by having to make less favourable arrangements after such cancellation.
- 12.6 Each party to Consortium/Sub-contractor must complete a separate declaration.

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.

## 13. VARIATION

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

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Yours Faithfully

**Ntsako Nkanyana**  
Investment Recovery Officer  
Procurement & Supply Chain Management

**ENQUIRY NO:** MPMOU11112DIS  
**CLOSING DATE:** 06 May 2024  
**CONTACT PERSON:** Ntsako Nkanyana  
**Email:** [nkanyan@eskom.co.za](mailto:nkanyan@eskom.co.za)

Commercially required Returnable Documentation:

**Your tender must be submitted strictly in accordance with the requirements stipulated in this section and section 4 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 the “Offer to Purchase” to qualify for evaluation purposes.

**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.

**This tender proof the tenderer is fully aware of the condition of the tender and the price they have offered on the tender proofs their full intention and will to purchase the scrap “VOETSTOOTS” as is for their price as offered.**

**Please provide full and proper details according to the requirements below. Incomplete or unclear Tender Documentation will be rejected.**

**OFFER SUBMITTED BY – FULL NAME :** \_\_\_\_\_

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

**DATE :** \_\_\_\_\_ **ID NUMBER :** \_\_\_\_\_

**E- MAIL :** \_\_\_\_\_ **CONTACT NUMBER :** \_\_\_\_\_

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

**FULL COMPANY NAME:** \_\_\_\_\_

**CSD REGISTRATION NUMBER : MAAA** \_\_\_\_\_

**BBBEE LEVEL CONTRIBUTOR :** \_\_\_\_\_

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**CONTACT PERSON NAME:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER :** \_\_\_\_\_

**COMPANY PHYSICAL ADDRESS:**  
\_\_\_\_\_

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

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Contact details of contact person:

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

## **ANNEXURE B**

### **INTEGRITY DECLARATION FORM**

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

#### **DECLARATION OF INTEREST**

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

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

#### **1.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

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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”.
8. the *tenderer/s* and one or more of the *tenderers* in this tendering/RFP process have a controlling partner in common, or a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another tenderer or influence the decisions of Eskom regarding this bidding process.

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

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

1. If any employee/director/member/shareholder/owner of tenderer/s is also currently employed by Eskom, state whether this has been declared and whether there is authorisation(Y/N) to undertake remunerative work outside public sector employment and attach proof to this declaration. \_\_\_\_\_
2. Do the tenderer/s and other tenderer in this tendering/RFP process share a controlling partner or have any relationship with each other, directly or through common third parties? (Y/N) If yes, attach proof to this declaration.

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## 2. DECLARATION OF FAIR TENDERING PRACTICES

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

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

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

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

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

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**3. DECLARATION OF SHAREHOLDING INFORMATION**

I, the undersigned \_\_\_\_\_ [Position] \_\_\_\_\_ hereby declare that I am the duly authorized representative of \_\_\_\_\_ [Name of Tenderer].

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

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

**Individuals:**

Full Name	Identity Number	Shareholding Percentage

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**Other Entities\*:**

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

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

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

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

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

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

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**Joint Ventures**

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

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

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

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

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

(A copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners is attached to the invitation to tender/Request for proposal).

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### ANNEXURE C: AUTHORITY TO SUBMIT A TENDER

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 or organisation document which provides the same information for the relevant category as requested here.

<b>A COMPANY</b>	<b>B CLOSE CORPORATION</b>	<b>C PARTNERSHIP</b>	<b>D JOINT VENTURE</b>	<b>E SOLE PROPRIETOR</b>

#### 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.

<b>Signed:</b>	<b>Date:</b>
<b>Name:</b>	<b>Position:</b> <b>(Chairman of the Board of Directors)</b>

#### B. Certificate for close corporation

I,....., member of ....., hereby confirm that by majority vote of the members 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.

<b>Signed:</b>	<b>Date:</b>
<b>Name:</b>	<b>Position:</b> <b>(Member)</b>

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**C. 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.

**D. 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.

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Name of firm	Address	Authorising signature, name and capacity
Lead partner		

**E. Certificate for sole proprietor**

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

<b>Signed:</b>	<b>Date:</b>
<b>Name:</b>	<b>Position:</b> (Sole Proprietor)

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**ANNEXURE D: 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 they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in

<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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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 E: SAFETY REQUIREMENT

The following Minimum OHS -related requirements that bidders must address and respond to when submitting their tender returnable are as follows:

<u>Ref</u>	<u>Eskom Health and Safety Requirements Checklist</u>	<u>Proof Required</u>	
		<u>Yes</u>	<u>No</u>
	OHS Legal Requirements to be met by Scrap dealers at Execution Stage		
1.	1.1 Provide Baseline Risk Assessment (BRA), relevant to the scope of work which must address; 1.1.1 Identification of SHE hazards, i.e., assessment of SHE risks related to the scope of work The below criteria should be applied. <ul style="list-style-type: none"> <li>• Consequence rating</li> <li>• Likelihood rating</li> <li>• Risk rating,</li> <li>• Mitigation measures, review and monitoring plan.</li> </ul> <ul style="list-style-type: none"> <li>• 2.3 Provide the BRA Procedure with the methodology used for the risk assessment must be submitted.</li> </ul>	✓	
	<ul style="list-style-type: none"> <li>• Proof of registration as Recycler</li> </ul>	✓	
2.	Valid Letter of Good Standing or equivalent, i.e., COID, FEMA or RMA. Your COID must depict the correct/ relevant nature of business, e.g., supply/ delivery of transformers.	✓	
3.	SHE policy signed by CEO/ MD – Should have the next review date, should comply with OHS Act Section 7	✓	
4.	Provide the following SHE Competency training certificates. 4.1 First aiders level 2 4.2 Fire Fighting Training <ul style="list-style-type: none"> <li>• HIRA Training / Risk basement training certificate</li> </ul>	✓	

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Ref	<u>Eskom Health and Safety Requirements Checklist</u>	<u>Proof Required</u>	
		<u>Yes</u>	<u>No</u>
5.	5.1 Provide Employees/Driver's Medical fitness certificate. 5.2 Provide valid driver's licence. 5.3 Provide PDP and Truck Operator appointment	✓	
6.	Provide Substance abuse procedure	✓	
7.	Provide Vehicle management and driver safety procedure. • Including but not limited the inspection, and maintenance of vehicles used for business. Driver fitness and fatigue management	✓	
8.	Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and submitted by the tenderer?	✓	
9.	Provide Company Incident Management Procedure	✓	
10.	Environmental aspect and impact register to address e.g., oil spillages	✓	

## ANNEXURE F: ENVIRONMENTAL REQUIREMENTS

Number	Environmental Management System (EMS) Requirements	
1.	Environmental Policy	Environmental policy signed by top management (CEO / managing director), dated and version controlled. Policy must commit to compliance to all relevant legislation/laws, Pollution prevention and continual improvement.
2.	Emergency preparedness plan (EPP)	Emergency preparedness procedure/plan specific to environmental emergencies, with emergency contact details
3.	Waste Management strategy/Plan	Waste management plan on how waste generated on site will be managed, to include where disposal occurs. Note: Disposal to be at licenced landfill sites and indicate how waste oil will be managed.

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Hazardous & Non-Hazardous separated					
PPE					
Security					
Storage facilities					
Dismantling & Demolition					
Machinery/plant					
Type of trucks					
Number of Trucks					
Do they process or agent only					
Do they buy off the street					
<b>Total</b>					<b>100%</b>

Comments: \_\_\_\_\_  
 \_\_\_\_\_

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**ANNEXURE H**

**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.

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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. ....

**Public**

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