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## NEC3 Supply Contract (SC3)

### **PART ONE – COMMERCIAL REQUIREMENTS**

**Supply and deliver of Android Devices for Eskom sites in the Cape Coastal Cluster (WC) on an “as and when required” basis.**

**ENQUIRY NUMBER: E/NG3924R**

**TENDERER NAME: Supply and deliver of Android Devices for Eskom sites in the Cape Coastal Cluster (WC) on an “as and when required” basis.**

**TENDER CLOSING DATE: 01 June 2022 at 10:00AM**

## CONTRACTOR INFORMATION

It is important that this information is completed accurately and completely

|  |                                  |  |
|--|----------------------------------|--|
| 1.   | Eskom Vendor Registration Number |  |
| <b>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.</b> |                                  |  |

|     |  |  |
|-----|--|--|
| 2.  | CSD Registration Number (MAAA.....)  |  |
| 3.  | Company Legal Name   |  |
| 4.  | Company Trading Name   |  |
| 5.  | Income Tax Number as per South African Revenue Services (SARS) Tax Clearance Certificate             |  |
| 6.  | VAT Number as per SARS Tax Clearance Certificate   |  |
| 7.  | Company Registration Number as per SARS Tax Clearance Certificate                                    |  |
| 8.  | Expiry date as per SARS Tax Clearance Certificate  |  |
| 9.  | B-BBEE Status as per SANAS accredited certificate or Affidavit                                       |  |
| 10. | B-BBEE expiry date as per SANAS accredited certificate or 12 months form Commissioner of Oaths Stamp |  |
| 11. | CRS Number as per CIDB Registration  |  |
| 12. | CIDB Grading and Class of Works  |  |
| 13. | Expiry date as per Compensation for Occupational Injuries and Diseases Act (COID)                    |  |
| 14. | Nature of Business as per COID Certificate   |  |

|                                 |  |  |                                    |
|---------------------------------|--|--|------------------------------------|
| 15.                             | Shareholders as per Declaration of Shareholding or Beneficiaries |  |                                    |
| <b>Name of all Shareholders</b> |  | <b>Identity Number of all Shareholders</b> | <b>Number/Percentage of shares</b> |
|                                 |  |  |                                    |
|                                 |  |  |                                    |
|                                 |  |  |                                    |
|                                 |  |  |                                    |
|                                 |  |  |                                    |
|                                 |  |  |                                    |

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

**21. COMPANY BANKING DETAILS**

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

# **MANDATORY REQUIREMENTS**

## **1. COMMERCIAL**

- The tenderer must submit the tender as a complete original tender, plus one (1) hard copy of the original tender at tender submission deadline.
- Fully completed and signed NEC.

## **2. TECHNICAL MANDATORY:**

- As per Attached Spreadsheet under technical folder

## **3. PRE-QUALIFICATION:**

Not Applicable

**THIS IS A MANDATORY REQUIREMENT– FAILURE TO PROVIDE THIS REQUIREMENT IN YOUR TENDER SUBMISSION WILL RESULT IN THE TENDER BEING DISQUALIFIED.**

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

**ANNEXURE G**

**SBD 1**

**PART A  
INVITATION TO BID**

|  |   |  |  |               |          |
|--|---|--|--|---------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>   |   |  |  |               |          |
| BID NUMBER:  | <b>E/NG3924R</b>  | CLOSING DATE:  | 01 June 2022   | CLOSING TIME: | 10:00 AM |
| DESCRIPTION  | <b>Supply and deliver of Android Devices for Eskom sites in the Cape Coastal Cluster (WC) on an “as and when required” basis.</b> |  |  |               |          |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>  |   |  |  |               |          |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  |   |  |  |               |          |
|  |   |  |  |               |          |
|  |   |  |  |               |          |
|  |   |  |  |               |          |
|  |   |  |  |               |          |
| <b>SUPPLIER INFORMATION</b>  |   |  |  |               |          |
| NAME OF BIDDER   |   |  |  |               |          |
| POSTAL ADDRESS   |   |  |  |               |          |
| STREET ADDRESS   |   |  |  |               |          |
| TELEPHONE NUMBER   | CODE  |  | NUMBER   |               |          |
| CELLPHONE NUMBER   |   |  |  |               |          |
| FACSIMILE NUMBER   | CODE  |  | NUMBER   |               |          |
| E-MAIL ADDRESS   |   |  |  |               |          |
| VAT REGISTRATION NUMBER  |   |  |  |               |          |
|  |   |  |  |               |          |
|  | TCS PIN:  |  | OR   | CSD No:       |          |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>(TICK APPLICABLE BOX)  | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No   |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |               |          |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?   |   |  |  |               |          |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX   | <input type="checkbox"/>  | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |  |               |          |
|  | <input type="checkbox"/>  | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |  |               |          |
|  | <input type="checkbox"/>  | A REGISTERED AUDITOR   |  |               |          |
|  | <input type="checkbox"/>  | NAME: _____  |  |               |          |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |  |  |               |          |

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

## PART B TERMS AND CONDITIONS FOR BIDDING

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

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

## **COMPLETE FORM SBD 4 STANDARD BIDDING DOCUMENT-ANNEXURE A**

### **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 institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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

**THIS IS A CONTRACTUAL REQUIREMENT – FAILURE TO PROVIDE  
THIS REQUIREMENT IN YOUR TENDER SUBMISSION, CONTRACTOR  
WILL BE EXPECTED TO RESUBMIT PRIOR TO CONTRACT AWARD**

**Annexure H**

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017 – (EXEMPTED AS PER NATIONAL TREASURY INSTRUCTION NOTE) NO PPPFA  
EVALUATIONS WILL BE APPLICABLE ON THIS TENDER**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$     =       Points scored for price of bid under consideration  
 $P_t$     =       Price of bid under consideration  
 $P_{\min}$  =       Price of lowest acceptable bid

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

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

the table below:

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 7.1.1 If yes, indicate:

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

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

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

- i) The information furnished is true and correct;  
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;  
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of

the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**COMPLETE FORM SBD6.2 IN THE INVITATION TO TENDER**

**THIS IS A CONTRACTUAL REQUIREMENT – FAILURE TO PROVIDE  
THIS REQUIREMENT IN YOUR TENDER SUBMISSION, CONTRACTOR  
WILL BE EXPECTED TO RESUBMIT PRIOR TO CONTRACT AWARD**

## **COMMERCIAL REQUIREMENTS**

### **PRINT INVITATION TO TENDER COMPLETE ALL INFORMATION IN THE INVITATION TO TENDER AND ATTACH INVITATION TO TENDER HERE**

#### **C1.1 Form of Offer & Acceptance**

##### **Offer**

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

**Supply and delivery of Android Devices on as and when required basis for Eskom sites in the Distribution Cape Coastal Cluster (WC).**

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

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

|          |  |  |
|----------|--|--|
| Option B | The offered total of the Prices exclusive of VAT is                  |  |
|          | Value Added Tax @ 14% is   |  |
|          | The offered total of the amount due inclusive of VAT is <sup>3</sup> |  |
|          | <b>(Excluding VAT).</b>  |  |

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

<sup>3</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.



Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

## Acceptance

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

The terms of the contract, are contained in:

|         |  |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data   |
| Part C3 | Scope of Work: Works Information   |
| Part C4 | Site Information   |

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

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

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

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

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Eskom Holdings SOC Limited

Name &  
signature of  
witness

Date

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

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

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of witness

Date

Eskom Holdings SOC Limited

**ATTACH YOUR SOUTH AFRICAN REVENUE SERVICES (SARS)  
TAX CLEARANCE CERTIFICATE TO THIS PAGE**

SARS Tax Clearance Certificate should preferable 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 South African Revenue Service (SARS) will be acceptable.

**Please also provide the pin that comes with the printed certificate**

## **ANNEXURE B**

### **TENDERER'S PARTICULARS**

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

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

Please complete the following:

|   |  |
|---|--|
| Name of lead partner/member in case of JV   |  |
| CIPC Registration Number (for each individual company / JV member)  |  |
| VAT registration number (for each individual company / JV member)   |  |
| CIDB registration number (for each individual company/JV member if applicable), respective contractor grading designation for each individual company/JV member , and combined cidb contractor grading designation (for JVs)  |  |
| Shareholding information (for each individual company/JV member) clearly identifying percentages owned by individual shareholders (full names & ID Numbers) and other entity shareholders (provide full legal/trading name and respective identifying registration/trust numbers) | Include as separate tender returnable if required. |
| Contact person  |  |
| Telephone number  |  |
| E-mail address  |  |
| Postal address (also of each member in the case of a JV)  |  |
| Physical address (also of each member of the JV)  |  |

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

|   |  |
|---|--|
| Name of contractor  |  |
| CIPC Registration number  |  |
| VAT registration number   |  |
| CIDB Registration number and CIDB grade specified for the sub-contractor as may be stipulated in the Tender Data  |  |
| Shareholding organogram /breakdown (for each individual company/JV member) clearly identifying percentages owned by individual shareholders (full names& ID Numbers) and other entities (provide full legal/trading name and respective identifying registration/trust numbers) |  |
| Proposed Scope of work to be done by sub-contractor   |  |
| Contact person  |  |
| Telephone number  |  |
| Fax number  |  |
| E-mail address  |  |
| Postal address  |  |
| Physical address  |  |

1. If you are currently registered as a vendor with Eskom, please provide your Vendor registration number with Eskom.\_\_\_\_\_
2. If you are currently registered as a vendor on the Treasury Central Supplier Database(CSD) please provide your supplier registration number with Treasury\_\_\_\_\_
3. Please note that it is mandatory for you to register on National Treasury's CSD, if you intend doing work with any State department or State owned entity/company.
4. You may register online at National Treasury website on [www.treasury.gov.za](http://www.treasury.gov.za)
5. Alternatively, you may contact [•] ***[insert the name and contact details of the relevant person from Eskom's Vendor Management department, who can assist you further with the registration on CSD].***
6. If you are registered on SARS Efiling system, please provide your pin number in order to verify your tax compliant status\_\_\_\_\_
7. If you are required to be tax compliant as per SBD 1, but are not registered on CSD ( foreign suppliers) or have not provided your SARS Efiling pin, please confirm that you have attached/will send a copy of a current valid tax compliant certificate as a tender returnable (by contract award stage).

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

- 8.1 Confirm if you intend sub-contracting

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 8.2 What percentage will you be sub-contracting? \_\_\_\_\_%
- 8.3 To whom do you intend sub-contracting? \_\_\_\_\_
- 8.4 Is the said sub-contractor registered on CSD?

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 8.5 If yes to 8.4, please provide CSD number. \_\_\_\_\_
- 8.4 Please confirm B-BBEE level of said sub-contractor \_\_\_\_\_

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

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperatives which are 51% owned by Black people
- Black people who are military veterans

If Eskom decides to apply the sub-contracting provision as specified in Regulation 4(c) all tenders above the prescribed maximum threshold for quotations must be advertised through an open competitive bidding process subject to potential tenderers meeting the 30% minimum subcontracting requirement to EMEs or QSEs that are 51% owned by the following enterprises:

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

#### A. Single tenderers

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

#### B. Joint Ventures

We, the undersigned, are submitting this tender in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_ (full names), an authorised signatory of \_\_\_\_\_, (insert the full legal name of the business entity serving as the lead partner) acting in the capacity of lead partner, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

We attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

| <b>Legal Name of Joint Venture Member</b> | <b>Full Name and Capacity of Authorised Signatory</b> | <b>Signature</b> |
|---|---|------------------|
|   |   |                  |
|   |   |                  |
|   |   |                  |
|   |   |                  |
|   |   |                  |



**ANNEXURE C**  
**INTEGRITY DECLARATION FORM**

*(Form to be completed and signed by supplier/tenderer as Invitation to Tender returnable or as part of contract modification documentation)*

**1. DECLARATION OF INTEREST**

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

- the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors in the state or a state owned entity.
- the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors of Eskom
- the *tenderer/s* employees/directors are also employees/contractors/consultants or directors in another entity together with Eskom employees/consultants/contractors/ directors
- the *legal person/s* (including its employees/contractors/directors/members/ shareholders) on whose behalf the tender documents are signed, is in some other way “related” to an Eskom employee/contractor/consultant/director involved in the tender evaluation/tender adjudication/tender negotiation. “Related” meaning that:-
  - an individual is related to another individual if they are married, or live together in a relationship similar to marriage;
  - or are separated by no more than two degrees of natural or adopted consanguinity or affinity;
  - an individual is related to a juristic person if the individual directly or indirectly controls the juristic person, as determined in accordance with the definition of “control” (as per Companies Act section 2(1) ) ; and
- a juristic person is “related” to another juristic person if :-
  - (1) either of them directly/indirectly controls the other, or the business of the other, as determined in accordance with the definition of “control”(as per Companies Act section 2(1) );
  - (2) either is a subsidiary of the other; or
  - (3) a person directly/indirectly controls each of them, or the business of each of them, as determined in accordance with the definition of “control”
- the *tenderer/s* and one or more of the *tenderers* in this tendering/RFP process have a controlling partner in common, or a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another tenderer, or influence the decisions of Eskom regarding this bidding process;

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

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

## 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:

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

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

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

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

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

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

#### **Joint Ventures**


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

**I declare that I have read and understood the provisions of the Supplier Integrity Pact, that all information furnished herein is correct, that it is understood that the JV's tender/proposal may be rejected, and that**

**Eskom will act against the JV should any aspect of this this declaration prove to be false.**

|  |  |
|--|--|
| <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).**

|   |                                  |                     |                  |     |     |
|---|----------------------------------|---------------------|------------------|-----|-----|
|  | Supplier Declaration of Interest | Template Identifier | 240-59385360     | Rev | 3   |
|   |                                  | Document Identifier | N/A              | Rev | N/A |
|   |                                  | Effective Date      | 01 February 2015 |     |     |
|   |                                  | Review Date         | February 2023    |     |     |

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

Eskom employees and directors that engage in **private work** for or on behalf of the Supplier are not permitted to financially benefit from the procurement associated with this **enquiry**. In order to manage situations where conflicts of interests may exist, involving Eskom employees and/or directors engaging in **private work** with the Supplier (named above) associated with this **enquiry**, 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.

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

**\*YES/NO**

If so, state particulars

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

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

**\*YES/NO**

If so, state particulars

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

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

**\*YES/NO**

If so, state particulars

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

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

**\*YES/NO**


If so, state particulars

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

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

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

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

|   |   |   |                 |            |     |
|---|---|---|-----------------|------------|-----|
|  | <b>Non-Disclosure Agreement<br/>(NDA) Vendors</b> | <b>Template Identifier</b>  | 240-63152171    | <b>Rev</b> | 4   |
|   |   | <b>Document Identifier</b>  | N/A             | <b>Rev</b> | N/A |
|   |   | <b>Effective Date</b>   | 01 January 2017 |            |     |
|   |   | <b>Review Date</b>  | February 2023   |            |     |
| <b>Project Title</b>  |   | <b>Supply and deliver of Android Devices for Eskom sites in the Cape Coastal Cluster (WC) on an “as and when required” basis.</b> |                 |            |     |

**CONFIDENTIALITY AGREEMENT**  
“Agreement”

---

**Between**

**ESKOM HOLDINGS SOC LTD**

**and**

---



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  
....., having its registered office at  
....., with 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 **Supply and deliver of Android Devices for Eskom sites in the Cape Coastal Cluster (WC) on an “as and when required” basis.**

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

## **12. Amendments**

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

## **13. Enforcement**

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

## **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:

| PARTY                  | PHYSICAL ADDRESS                                | POSTAL ADDRESS                          | TELEPHONE NO.      | FAX NO.            | CONTACT PERSON |
|------------------------|---|---|--------------------|--------------------|----------------|
| ESKOM HOLDINGS SOC LTD | MEGAWATT PARK,<br>MAXWELL DRIVE,<br>SUNNINGHILL | P O BOX 1091<br>JOHANNESBURG<br>2000 SA | +27 11<br>800 .... | +27 11<br>800 .... |                |
|                        |   |   |                    |                    |                |

- 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 and Accreditation may be used as Subcontractors.

| <b>Subcontractor</b> | <b>Section of Work to be Subcontracted</b> | <b>Percentage to be subcontracted</b> | <b>Vendor No.</b> |
|----------------------|--|---------------------------------------|-------------------|
|                      |  |                                       |                   |
|                      |  |                                       |                   |
|                      |  |                                       |                   |
|                      |  |                                       |                   |
|                      |  |                                       |                   |
|                      |  |                                       |                   |
|                      |  |                                       |                   |

The above information will form part of the Evaluation Process.

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**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<br/>and Procedures related to<br/>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 |

**PLEASE INSERT SUPPLIER EVALUATION PACK HERE**

**PLEASE INSERT SUPPLIER INTEGRITY HERE**

**ATTACH YOUR LATEST FINANCIAL STATEMENTS HERE**  
**2019/2020/2021 FINANCIAL YEAR**

## **E-AUCTION**

Following is a link for suppliers to login to E-auction when they have been shortlisted to bid for the price, this is only for the suppliers who will be successful in the evaluation tender process.

- To provide with you more information with regard to accessing the system.
- To guide you on how to get help when experiencing challenges with the system.
- How to access various documents that are meant to continuously provide users with more information pertaining to the system.

You are advised to save this email which will serve as a quick reference guide in future. The links that you will need to access the system are all contained in this email.

### **How do I access and start using the system?**

**There are three links provided to give various accesses to the system:**

1. **Training Link:** <http://eauctiontraining> – You can use this link to test and play around with the system, to familiarise yourself with various functions available and even try loading an auction or two, just to help you get acquainted with the system.
2. **e-Auction production administrators link:** <https://eauctionadmin.eskom.co.za/> – This is the link that you need to use to access the system and start loading e-auctions for suppliers to bid on. Please note that, information that is loaded here becomes available and visible publicly to all invited bidders.
3. PLEASE NOTE: that reverse e-auction bidding can only be accessed via Google Chrome or Firefox. The reverse e-auctioning site is unfortunately not compatible with mobile phones or tablets. **Suppliers are required to complete and sign mandatory Annexure A, which is an Acknowledgement Form of - Reverse E-auctioning Training.** This is to confirm that the suppliers has attended e-auction training.
4. **e-Auction Suppliers Link:** <https://eauction.eskom.co.za/> - This is the link that suppliers/bidders use to access the advertised auctions and bid on. The link is accessible to the general public, but suppliers need to be registered to gain access. Generally, you will not be having access to logon on to this link as it's meant for suppliers. Your loaded auctions will however be visible on this link.

**Logging on to the system:**