INVITATION TO SUBMIT AN OFFER TO PURCHASE, COLLECTIO AND REMOVAL OF ELECTRONIC WASTE EXCLUDING SCRAP METERS IN THE VARIOUS ESKOM SITES WITHIN THE GAUTENG OPERATING UNIT (DISTRIBUTION, TRANSMISSION, ERI AND GENERATION) FOR A CONTRACT DURATION OF 36 MONTHS ON A "AS AND WHEN" BASIS

ENQUIRY NUMBER: OLT2128244
CLOSING DATE: 09 November 2026

INVESTMENT RECOVERY SECTION

INVITATION TO SUBMIT AN OFFER FOR PURCHASE, COLLECT AND REMOVAL OF ELECTRONIC WASTE EXCLUDING SCRAP METERS

Issue Date:	Ref:	Enquiry: Nolwazi Mnisi
29/09/2026	**OLT2128244**	+27 13 680 3218
		mnisinto@eskom.co.za

TENDER ENQUIRY No. **OLT2128244**

Eskom is the owner of the electronic waster **located** in various Eskom sites within the Gauteng operating units (Distribution, Transmission, ERI and Generation).

You are kindly invited to submit an offer to purchase, collection and removal of electronic waste excluding scrap meters in the various Eskom sites within the Gauteng Operating Unit (Distribution, Transmission, ERI and Generation) for a contract duration of 36 months on a "as and when" basis as detailed in the Scope of Work and Offer to Purchase.

1. INSPECTION AND VIEWING

No applicable

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

2. SUBMISSION OF THE "OFFER TO PURCHASE"

Your tender returnable, as submitted by you together with this "Offer to Purchase" document shall be submitted.

- **By Email to: Informaltendering@eskom.co.za**

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

Please note the following rules with respect to the OLT system (Informal Tendering)

a. Please ensure that the email subject line only contains the OLT2128244 Enquiry number as per heading and no other information. Do not add any text to the subject line. Do not add any space in between the prefix and the enquiry number.
b. Ensure that all files submitted is in a PDF format.
c. Ensure that the enquiry number is stipulated in the subject line on all e- mails if multiple emails are sent
d. Ensure that you receive a confirmation email after submitting your documentation. Please follow up immediately via the email address of the respective asset disposal officer if you did not receive this.
e. Maximum attachment size per email is 10MB. It is the supplier's obligation to ensure that the attachments per email do not exceed this limit.
f. Please note closing date and time on the RFQ. Your submission will not be evaluated if it is received after the closing date and time of the RFQ.
g. All tender returnables/documentation must be submitted to Informaltendering@eskom.co.za only. E-mails to any other address (except for clarifications) will not be accepted. Failure to comply these rules will result in your tender being disqualified.

Requests for Clarifications must be sent in writing to the respective asset disposal officer at mnisinto@eskom.co.za and not to Informaltendering@eskom.co.za. All requests for clarifications and responses must be in writing. Eskom will respond to requests for clarification received within one (1) – two (2) working days before the tender closing deadline, depending on the enquiry duration and complexity.

The closing time is 10:00am on 09 November 2026

ALL OFFERS TO PURCHASE ARE TREATED AS CONFIDENTIAL!

NO LATE OFFERS WILL BE ACCEPTED!

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

3. STANDARD CONDITIONS OF TENDER

- Please quote the tender enquiry number on all correspondence.
- Please take note of the STANDARD CONDITIONS OF TENDER, noted in this letter and any amendments that accompany the TENDER ENQUIRY **OLT2128244**. The tenderer should understand that his / her signed Offer to Purchase serves as his legal agreement to the Standard conditions of tender.

STANDARD CONDITIONS OF TENDER	AGREEMENT 37.2	Contractor Health and Safety Requirements
Eskom_Standard_Conditions_of_Tender_-_	Microsoft Word 97 - 2003 Document	Contractor Health and Safety Requireme

4.LIST OF TENDER RETURNABLES:

No.	Returnable From Suppliers	Returnable required at Tender Closing (Disqualified)	Returnable required at Tender closing (non-disqualified)	Returnable required prior to Contract Award
1.	Offer to purchase form (price schedule attached and comments to price schedule) - will be done via e-auction	✓		
2	Valid SARS Tax Clearance Certificate		✓	
3	Affidavit (on DTI Template) confirming that the B-BBEE Contribution level of the entity. B-BBEE Verification Certificate from Accredited verification agency		✓	
4	Second hand goods certificate from SAPS/Licensee		✓	
5	SBD 4 Form-Bidders Disclosure		✓	
6	Integrity Pact Declaration Form		✓	
7	CIPRO Registration Documents		✓	
8	Copies of ID Documents of Directors		✓	
9	Copies of ID Documents of Directors		✓	
10	Authority to submit form		✓	

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

11	Proof of the registration on National Treasury's Central Supplier Database (except Foreign Suppliers / Central Supplier Database (CSD) or number MAAA (……)		✓	
12	Valid Letter of good standing with COID)		✓	
13	Environmental Requirements			✓
15	Safety Requirements			✓

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

5. SCOPE OF WORK

Purchase, Collect and Remove of electronic waste excluding scrap in the various Eskom sites within the Gauteng Operating Unit (Distribution, Transmission, ERI and Generation).
The scope of work includes the following:

- Purchase, collection and removal of electronic waste excluding scrap meters in the various Eskom sites within the Gauteng Operating Unit (Distribution, Transmission, ERI and Generation) for a contract duration of 36 months on a “as and when” basis
- The contractor shall ensure that it uses only roads designated as such for its traveling purposes.
- The contractor shall be responsible for the provision of their own accommodation, transport, water, and toilet facilities at their own cost.
- Security of the site will be responsible for monitoring the contract during the contract.
- Eskom will not accept any responsibility as to damages or losses incurred while working on this project arising from theft, damage or personal injury.
- All dumping of rubble will need to be monitored and must be dumped at the approved waste Landfill site.
- The contractor shall grant Eskom free and unrestricted access to the premises, without prior notice for the duration of the project.
- The contractor shall be required to adhere to the condition as laid out by the Eskom site agent with regards to site access etc.
- Littering is prohibited 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 program.
- No burning of waste or any material will be allowed on the site.
- All work must comply with the OHSA Act no 85 of 1993. All Safety requirements and documentation shall be available on the site.
- All work must be carried out and comply with the stipulated environmental requirements were impacted. Any damage done to property by the contractor must be reported to Eskom. Repairs to damage will need to be done immediately at the contractor’s cost.
- The contractor must rehabilitate any oil spills caused during the work program. Contaminated ground will need to be removed in accordance with the latest environmental legislation.
- The contractor to weigh the truck empty and once loaded to weigh the truck full and provide the Eskom representative with weigh bridge tickets.
- The contractor to submit the reconciliation of the collected electronic waste two (2) days after collection.
- The contractor to make payment within three (5) days of the recon verification and submit proof of payment.
- The contractor to submit safe disposal certificate/waste manifests of electronic waste collected .

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

- The contractor to collect all electronic waste on site without sorting or choosing scrap and ensure a clean area collection.
- The contractor to comply with all the above and any deviation from this scope of work will be regarded as a non-conformance and failure to correct the situation within reasonable time will result in the termination of this contract.

The purchaser will be responsible for the safe collection, handling, removal, and transportation of the electronic material.

It remains the responsibility of the buyer to be fully familiar with the condition of the purchase, collection and removal of electronic waste in the various Eskom sites within the Gauteng Operating Unit (Distribution, Transmission, ERI and Generation) for a contract duration of 36 months on a “as and when” basis before tendering. Disputes regarding the condition of the items after collection will not be accepted or allowed.

The purchaser will be responsible for the safe collection, handling, removal, and transportation of the electronic waste as well as to clean the site, qualified labour and suitable certified plant, machinery, equipment and transport for this purpose.

Payment shall be made to Eskom no later than seven days after the date of collection. The release of the electronic waste to the new buyer will take place after receipt of work instruction from Eskom.

The goods on sale will be identified by Eskom.

NOTES

a. 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.

b. You will be required to adhere to the condition as laid out by the Eskom site agent with regards to site access etc.

c. Littering is prohibited at all times. Facilities will have to be made available on site during dismantling operations for the collection of disposal electronic waste material. No rubble whatsoever is to be left on site.

d. Additional precautions must be taken when using cutting equipment. Portable fire fighting equipment must be available on site during all stages of the work programme.

e. You will be required to be put on an Eskom permit, prior to commencement of and work. After completion of the work, it is imperative that you notify the Eskom site agent, so that the job can be signed off.

f. All work must comply with the OHSA Act no 85 of 1993. All Safety requirements and documentation shall be available on the site.

g This is an open tender

h. No accommodation will be allowed on site.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

i. Eskom will not be responsible for any damages or losses suffered during the removal of the electronic waste incurred while working on this project arising from theft, damage or personal injury.

j. You will be required to adhere to the condition as laid out by the Eskom site agent with regards to site access etc.

6. FINACIAL EVALUATION

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

Evaluation Criteria	Weighting
Financial – Best price	80%
B-BBEE	20%

NOTE:

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

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 and you must factor your costs into your prices.

Tenderers must submit their documents with the proposed price.

Submission of this document confirms that the tenderer has fully acquainted themselves with the condition of the items being tendered. The tenderer hereby confirms their intention and willingness to purchase, collect, and remove electronic waste, excluding scrap meters, from various Eskom sites within the Gauteng Operating Unit (Distribution, Transmission, ERI, and Generation) over a period of 36 months on an "as and when required" basis. The electronic waste will be purchased on a "VOETSTOOTS" ("as is") basis at the tendered price.

No.	Commodity	Price Offer per Kg Excl VAT
1,	Electrical Waste – Excluding Scrap meters	

hereafter referred to as the total offer prices, excluding VAT, remittances in respect of the agreement are to be made payable to Eskom Holdings SOC Limited, and are to be paid within five (7) working days after sale. All payments due and payable to Eskom shall be by bank cheque or electronic bank transfer only.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

8. VALUE ADDED TAX (VAT)

Value Added Tax Act no 89 0f 1991 and VAT invoices will be issued on request.

DECLARATION (BY TENDERERS) OF GOOD STANDING REGARDING TAX

IT IS A CONDITION OF TENDERERS THAT:

8.1 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.

8.2 The tenderer must include with his tender documents a copy of a Tax Clearance Certificate (in respect of Tenders)

8.3 If the certificate is not included or found to be incorrect, Eskom may, in addition to any other remedy it may have:

8.4 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

8.5 Cancel the disposal agreement and claim any damages, which Eskom may suffer by having to make less favourable arrangements after such cancellation.

8.6 Each party to Consortium/Sub-contractor must complete a separate declaration.

8.7 The onus will be on the tenderer to obtain “Tax Clearance Certificate (in respect of tenders)”, from the office of the South African Revenue Services (SARS) and submit the same with their tenders.

9.ENVIRONMENTAL REQUIREMENTS

In terms of the National Environmental Management Act, section 28 “Every person who causes has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring.

10. 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 buyer to familiar themselves at the site prior to tendering in terms of the Consumer Protection Act. All equipment will be sold “Voetstoots”.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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 or any tender / offer or withdraw any item it wishes to retain.

The successful purchaser will be notified.
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.

12. VARIATION

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

Yours Faithfully

Nolwazi Mnisi
Investment Recovery
Procurement & Supply Chain Management

ENQUIRY NO: **OLT2128244**
CLOSING DATE: **09 November 2026**
CONTACT PERSON: Nolwazi Mnisi
Email: mnisinto@eskom.co.za

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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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 can be rejected.

OFFER SUBMITTED BY - NAME : ……...SIGNATURE:……

Date: ..... CELL: ..... E-mail……

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

BUSINESS NAME:…..……CSD NUMBER:……

BUSINESS ADRESS:……..……..

TEL:……..…

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

ANNEXURE A: 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 interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

1 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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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 consortium2 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

2 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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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:-

1. the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors in the state or a state-owned entity.
2. the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors of Eskom
3. the *tenderer/s* employees/directors are also employees/contractors/consultants or directors in another entity together with Eskom employees/consultants/contractors/ directors
4. 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 of they are married, or live together in a relationship similar to 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 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"
5. 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;

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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.

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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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	Is the *tenderer/s (or any of its directors/members/shareholders)* listed on National Treasury's Database of Restricted Suppliers as companies/persons prohibited from doing business with the public sector ***[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 audit alteram partem rule was applied].*** The Database of Restricted Suppliers can be accessed on the National Treasury's website (www.treasury.gov.za).		
1.2	Is the *tenderer/s (or any of its directors / members / shareholders)*? listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combatting of Corrupt Activities Act (No 12 of 2004) The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za).		
1.3	Was the *tenderer/s (*or any of its directors/members/shareholders) convicted by a court of law (including a court outside South Africa) for fraud and/or corruption with respect to the procurement/tendering processes/procedures during the past five years?		
1.3.1	Provide details.		
1.4	Was the *tenderer/s(or any of its directors/members/shareholders)* prohibited from doing business with any International Financial Development/funding Agency or Lending Institution		
1.5	*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?*		

3. DECLARATION OF SHAREHOLDING INFORMATION

I, the undersigned _____ [*Position*] _____ hereby declare that I am the duly authorised representative of _____ [*Name of Tenderer*].

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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

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

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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.

Signature:	
Designation and capacity in which signing	
Date:	

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

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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.

Signature:	
Designation and capacity in which signing	
Date:	

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

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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

A COMPANY	B CLOSE CORPORATION	C PARTNERSHIP	D JOINT VENTURE	E SOLE PROPRIETOR

A. Certificate for company

I,……., chairperson of the board of directors of ……..., hereby confirm that by resolution of the board taken on …… (date), Mr/Ms ……, acting in the capacity of ……., was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed:	**Date:**
Name:	**Position:** **(Chairman of the Board of Directors)**

B. Certificate for 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.

Signed:	**Date:**
Name:	**Position:** **(Member)**

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.

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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.

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

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

E. Certificate for sole proprietor

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

Signed:	**Date:**
Name:	**Position:** **(Sole Proprietor)**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

ANNEXURE D: SAFETY REQUIREMENTS

Scope description: The purpose of this Scope of Work is to appoint a suitably qualified and compliant service provider to collect, transport, process, recycle, refurbish, dispose of, and provide certified data destruction services for end-of-life, obsolete, damaged, redundant, or decommissioned information technology equipment in an environmentally responsible and legally compliant manner.			
No	**SHE requirement**	**Legislation**	**Explanation**
1.	**Project / Task Specific Risk Assessment**	OHS ACT Section 8 (1), 2 (b)(d)	SHE hazards and risks that are identified associated with the applicable scope of work. The risk assessment shall include tasks / activities, risk rating; control measures etc. as well as the methodology thereof.
2.	**Letter of good standing**	COID Act Chapter 9 section 80	Registration with the Compensation Commissioner (COID) or a licenced mutual company or an equivalent of it (for international bidders).
3.	**SHE policy**	OHS Act Section (7) 32-136, 32-726	A statement of intention by the employer which provide a framework for setting SHE objectives to improve SHE performance and also emphasize management commitment to employee's wellbeing and duty of care to the environment.
4.	**Annexure B**	Eskom requirement 32-726	The specific requirements mandatory to the tenderer and has to comply with when submitting the tender returnable
5.	**16(2) appointments**	OHS Act – Section 16.2	CEO/MD to assign any person under his/her control to assist him/her in executing his/her duties of the employer
6.	**37-2 Agreement**	OHS Act – Section 37.2	In terms of this agreement the Service provider warrants that he agrees to the arrangements and procedures, as prescribed by the Client, and as provided for in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and Regulations ("the OHS Act"), for the purposes of compliance with the OHS-Act. The Service provider acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for health and safety matters relating to the work the Service provider and his/her employees are to perform on Eskom premises in terms of the scope of work shall be the obligation of the Service provider. 37-2 Agreement to be signed by Service Provider and Eskom Project manager.

ANNEXURE E: ENVIRONMENTAL REQUIREMENTS

Number	**Environmental Management System (EMS) Requirements**	
1.	**Environmental management policy**	Company's environmental policy (Integrated or Non-integrated with Safety). Environmental Policy must Commit to Compliance to all relevant Environmental Legislation/ Laws, Pollution Prevention and Continual Improvement. Environmental policy must be signed off by the company senior member (MD/CEO)?

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

2.	**Environmental Aspects Identified (can be included in your EMP)**	Environmental Risk Assessment register. Environmental controls and risks identified. Compliance obligations (National legislation and policies) identified related to Environmental Aspects that will relate to you executing your work).
3.	**Environmental resources roles and responsibilities**	Signed Appointment letter stating environmental resources responsibilities.
4.	**Competence, training and development**	Have representatives of the organisation attended environmental law training/waste management training, evidence of related Certificate or Diploma or Degree to be provided?
5.	**Non-conformity and Corrective Action procedure**	Procedure on management of non-conformances (NCRs in relation to environmental non-conformances.
6.	**Waste management plan**	List of waste streams during, term of service and register of such waste types. Management plan for possible waste streams (storage transportation and disposal of waste streams).

ANNEXURE F:

TECHNICAL EVALUATION CRITERIA

Technical evaluation is going to be two phase, desktop evaluation and site visit inspection. It will be an inherent requirement for each tenderer to demonstrate their technical capability to perform the requirement of the contract.

Technical evaluation criteria (100%)	**Weight**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Approach and Methodology • Does the contractor have necessary technical and mechanical ability, and have the acumen to manage and process the project quantities for the project? • Does the contractor have experience of the industry and display an ethical track record in line with the Second-Hand Good Act? • Is there confidence that the contractor will be able to perform in this contract effectively, efficiently, timeously, and economically?	**100%**
Total	**100%**

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

Questions – Evaluation of a Scrap Dealer

(RATE COMPANIES 1-5, 1 – POOR, 2 – FAIR, 3 – AVARAGE, 4 – GOOD AND 5 – EXCELLENT)

Scrap Dealer's Name:_____

Location: _____

	1	2	3	4	5
Company Documentation					
Vat / Tax Certificate					
Registration at any relevant industry					
Second Hand Act Registration for scrap or recycling.					
Safety Policy					
Environmental Policy					
Safety File					
Coida					
Site/ Yard Cleanliness					
Oil spills Kit					
Suitable Fire Fighting Equipment					
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					

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Total					100%

Comments: _____

_____

ANNEXURE G

SECTION 37(2) AGREEMENT

CONCLUDED BETWEEN

Eskom Holdings SOC Limited

AND

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

.....

(Name of contractor/supplier)

I, ……..[*(insert name of person representing contractor/supplier company*)representing …..... [*insert name of contractor/supplier*], do hereby acknowledge that …….. [*insert name of contractor/supplier*] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that …… [*insert name of contractor/supplier*] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service ……[*insert brief details of project/service, for example, name, contract/project number*] …….. and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between …….. (*insert name of contractor/supplier)* and [*insert name of subsidiary or Eskom Holdings SOC Limited*] which will ensure compliance by …… [*insert name of contractor/supplier*] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this …….. day of ……..……..... 20 …… at

……..…… (*Place*)

(*Full Name*)…… (*Signature*) ……on behalf of …….. **(Contractor/supplier)**

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

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

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

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.